



# County of Santa Cruz

## HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE SANTA CRUZ, CA 95061-0962  
(831)454-4066 FAX: (831) 454-4770 TDD: (831) 454-4123

### AGENCY ADMINISTRATIVE DIVISION

July 13, 2001

AGENDA: August 7, 2001

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### SUBJECT: Approval of Sublease Agreement at 115 Coral Street

Dear Members of the Board:

This letter requests your Board's approval of a sublease agreement for space at 115 Coral Street in Santa Cruz for use by the Health Services Agency's Homeless Persons Health Project, effective August 1, 2001. Staff assigned to the AB 2034 Homeless Mentally Ill Support and Outreach Grant program will use this space. Staff will be able to assess individuals and coordinate services with various other programs serving the homeless located at, and adjacent to, this site.

The grant budget includes funds to pay the total cost of this lease, which was included in the adopted budget for 2001-02 approved by your Board. No new county funds are needed nor requested to fund this agreement.

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached sublease agreement with Homeless Community Resource Center (Budget Index 363174, Subobject 3810) for space at 115 Coral Street, Santa Cruz, in the amount of \$9,600 and authorize the Health Services Administrator to sign.

Sincerely,

Rama Khalsa, Ph.D.  
Health Services Administrator

RECOMMENDED:

Susan A. Mauriello  
County Administrative Officer

cc: County Administrative Officer  
HSA Administration  
Mental Health and Substance Abuse Administration  
Homeless Persons Health Project

Auditor Controller  
County Counsel

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0270

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Health Services Agency (M.H.) (Dept.)

[Signature] (Signature) 7-24-01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Health Services Agency (Agency)  
and Homeless Community Resource Center, 115 Coral Street, Santa Cruz 95060 (Name & Address)
2. The agreement will provide Sublease of space to the Homeless persons Health Project
3. The agreement is needed Provide the above
4. Period of the agreement is from August 1, 2001 to until terminated
5. Anticipated cost is \$9600 through June 30, 2002 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Funded by Mental Health's AB 2034 grant.
7. Appropriations are budgeted in 363174 (Index#) 3810 (Subobject;)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 12516 Date 7-26-01  
are not

GARY A. KNUTSON, Auditor - Controller

By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
\_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_  
\_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ (Agency).

Remarks: [Signature] (Analyst) By [Signature] Date 7/26/01

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

ADM - 29 (6/95)

42

State of California }  
County of Santa Cruz } ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz.

State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

## SUBLEASE AGREEMENT

This sublease is executed on August 7, 2001, by and between the HOMELESS COMMUNITY RESOURCE CENTER ("HCRC") and the COUNTY OF SANTA CRUZ HEALTH SERVICES AGENCY HOMELESS PERSONS HEALTH PROJECT ("COUNTY HPHP").

## RECITALS

The CITY OF SANTA CRUZ, as Lessor, and the HOMELESS COMMUNITY RESOURCE CENTER, as Lessee, executed a lease on September 14, 1993 (The Master Lease), which is attached to this sublease as Exhibit A and incorporated into this Sublease by this reference.

HCRC desires to sublease to COUNTY HPHP a portion of the property currently occupied by HCRC under the terms of the Master Lease, and COUNTY HPHP desires to lease that portion from HCRC.

They therefore agree as follows:

1. Premises: HCRC sublease to COUNTY HPHP, and COUNTY HPHP subleases from HCRC the front two rooms, shared use of the restroom, and access to the sublet premises, of that former residential structure located at 115 Coral Street, Santa Cruz, California as delineated in Exhibit B and incorporated herein by this reference.

2. Term: The term of this lease commences on July 1, 2001, and shall continue in effect until terminated by 30 days' written notice given at any time by one party to the other.

3. Rent: COUNTY HPHP shall pay, in advance, on the first day of each month, the sum of \$800.00 to HCRC.

4. Condition of Premises: The premises are sublet in an "as-is" condition. No security deposit has been made by COUNTY HPHP. COUNTY HPHP will bear all responsibility for: repairs for damages caused by COUNTY HPHP's use of premises, excepting any damage resulting from normal wear and tear, or improvements to the sublet premises as required by COUNTY HPHP.

5. Alterations: COUNTY HPHP shall not make any alterations to the sublet premises without HCRC's written consent.

6. Utilities and Services: COUNTY HPHP shall make all arrangements and pay for all telephone service furnished to the sublet premises. HCRC shall pay for gas, electricity, water and trash collection furnished to or used by COUNTY HPHP in connection with the sublet premises.

7. Use: COUNTY HPHP agrees that it will use the sublet premises only for office use, or other related uses, in connection with the program's provision of health services to the homeless.

8. Assignment: COUNTY HPHP shall not assign or encumber its interest in this Agreement, or sublease all or any part of the sublet premises.

9. Insurance:

a. COUNTY HPHP shall, at its own cost and expense, maintain or cause to be maintained throughout the term of the Agreement, a standard comprehensive general liability insurance policy or policies insuring HCRC and the City of Santa Cruz against direct or contingent loss or liability for damages for bodily or personal injury, death or property damage occasioned by reason of COUNTY HPHP's occupancy, use, maintenance or operation of the sublet premises. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000.00 for bodily or personal injury or death per occurrence and in a minimum amount of \$1,000,000.00 for damage to property resulting from each occurrence. COUNTY HPHP, tenant shall immediately furnish a certificate to HCRC stating that the insurance policies required by this Section are in full force and effect.

b. COUNTY HPHP shall indemnify and hold HCRC, The CITY OF SANTA CRUZ, and their officers, agents and employees, free and harmless of any liability claims, loss, damages or expenses, including attorneys fees, arising out of or related to COUNTY HPHP's occupancy.

c. HCRC shall indemnify and hold COUNTY HPHP and their officers, agents and employees, free and harmless of any liability claims, loss, damages or expenses, including

attorneys fees, arising out of or related to HCRC's operations or actions.

LESSOR:

Homeless Community Resource Center



By: Ken Cole, Executive Director

LESSEE:

County of Santa Cruz

By: Rama Khalsa, HSA Administrator

Consent to Sublease:

City of Santa Cruz

By: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney's Office

Approved as to Form:



\_\_\_\_\_  
County Counsel's Office

MAY-15 01 01:51 FROM:HPHP

831-454-3424

TO:831 454 5848

PRGE:02

EXHIBIT A  
PAGE 1 OF 9LEASE AGREEMENT BETWEEN  
THE CITY OF SANTA CRUZ  
AND

0274 -

## HOMELESS COMMUNITY RESOURCE CENTER

This lease is made on September 14 1993, between the City of Santa Cruz, a Municipal corporation ("City"), and the Homeless community Resource center ("Tenant"), whose address is 115 Coral Street, Santa Cruz, CA, who agree as follows:

1. Premises: City leases to Tenant and Tenant leases from City that certain real property located at 115 and 117 Coral Street, Santa Cruz, California, consisting of a residential structure and a portion of a commercial structure, as more particularly set forth in Exhibit A and incorporated herein by this reference.

2. Term: The term of this agreement commenced on March 15, 1993. Unless sooner terminated, it shall continue in effect until such time as a long term master lease has been entered into between the two parties. Tenancy shall be terminable by City on 30 days' written notice given at any time.

3. Rent: Tenant shall pay to City as a minimum monthly rent without deduction, setoff, prior notice, or demand, the sum of \$2,400.00. Rent is due and payable, in advance, on the first day of each month.

4. Security Deposit. No security deposit has been made by the Tenant. Tenant agrees to bear all responsibility for repairs of damages caused to the Premises.

5. Taxes and Assessments: Tenant shall pay all taxes and assessments of any type or nature charged to City or County or affecting the Premises. Tenant shall also pay any and all possessory interest taxes assessed upon the Premises.

**6. Insurance:**

a. Tenant shall, at its own cost and expense, maintain or cause to be maintained throughout the term of the Agreement, a standard comprehensive general liability insurance policy or policies insuring Tenant against direct or contingent loss or liability for damages for bodily or personal injury, death or property damage occasioned by reason of Tenant's occupancy, use, maintenance or operation of the Premises. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000.00 for bodily or personal injury or death per occurrence and in a minimum amount of \$1,000,000.00 for damage to property resulting from each occurrence. The City, the Santa Cruz Public Financing Authority, the County of Santa Cruz and their officers, agents and employees shall be named as additional insureds. All insurance policies shall provide that the City shall be given thirty (30) days prior notice of each expiration or of any intended cancellation or of any reduction of the coverage provided. Tenant shall immediately furnish a certificate to the city stating that the insurance policies required by this Section are in full force and effect.

b. Tenant shall indemnify and hold the City, the Santa Cruz Public Financing Authority, the County of Santa Cruz, and their officers, agents and employees, free and harmless of any liability claims, loss, damages or expenses, including attorneys fees, arising out of or related to Tenant's occupancy.

7. Limitations on Use: Tenant agrees that during the term of this Agreement, it will use the Premises for providing assistance and services to the homeless and for no other use without prior written consent from City. The Premises shall not be used or permitted to be used in violation of any law. All signs shall require City's prior approval.

8. Tenant's Maintenance: Tenant at its cost shall maintain, in good condition and repair, all portions of the Premises occupied

MAY-15 01 01:51 FROM:HPHP

831-454-3424

TO:831 454 5848

PAGE:a4

(A) PAGE 3 of 9  
0276

by Tenant, with the exception of the exterior walls and roof which shall be the responsibility of City.

9. Alterations: Tenant shall not make any alterations to the Premises without City's written consent. All alterations shall remain on and be surrendered with the Premises on expiration or termination of this Agreement.

10. Mechanics' Liens: Tenant shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this lease. Tenant shall keep the building, other improvements, and land of which the Premises are a part free and clear of all mechanics' liens resulting from construction done by or for Tenant.

11. Utilities and Services: Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, and trash collection, and for all connection charges.

12. Destruction:

a. In the event of destruction of the leased Premises, to the extent of less than fifty percent (50%) of the replacement cost thereof, during the lease term, from any causa, City shall to the extent of applicable insurance proceeds, at its own cost and expense, as soon as practicable, repair the building, Such a partial destruction shall in no way annul or void this lease, except as hereinafter provided. Tenant shall be entitled to a proportionate reduction of rent while such repairs are baing made. The proportionate reduction will be calculated by determining the extent to which the repair activity interferes with the business carried on by Tenant on the Premises. The repairs required hereby shall be such as to restore the building



MAY-15 01:01:52 FROM:HPHP

831-454-3424

TO:831 454 5048

PAGE:05

(A) PAGE 4 OF 9

0277

to substantially the same condition as it was prior to installation of improvements and betterments.

Tenant shall, at its own cost and expense, as soon as practicable, repair, replace or reconstruct all improvements and betterments made to the leased Premises to the extent of applicable insurance proceeds.

b. In the event the Premises is undamaged but one or more fixture, improvement or betterment made to the leased Premises is damaged, Tenant shall, at its own cost and expense, as soon as practicable, repair, replace or reconstruct said fixture, improvement or betterment to the extent of applicable insurance proceeds.

c. In the event that the leased Premises is destroyed to the extent of more than fifty percent (50%) of the replacement cost thereof, this Lease may be terminated at the option of either party. If the lease is not terminated, Tenant shall be entitled to a proportionate reduction of rent while repairs are being made. The proportionate reduction will be calculated by determining the extent to which the repair activity interferes with the business carried on by Tenant on the Premises. The repairs required hereby shall be such as to restore the building to substantially the same condition as it was prior to installation of improvements and betterments. Tenant shall, at its own cost and expense, as soon as practicable, repair, replace or reconstruct all improvements and betterments made to leased Premises.

d. In the event of any dispute between City and Tenant relative to the provisions of this paragraph, City's reasonable findings and conclusions as to ability to repair and extent of damage shall be binding upon Tenant.

e. In respect to any partial destruction which City is obligated to repair or may elect to repair under the terms of this subparagraph, the provisions of Section 1932, subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California are waived by Tenant.

MAY-15 01 01:52 FROM:HPHP

831-454-3424

TO:831 454 5048

PAGE:06

(A) PAGE 5 OF 9

0278

13. Assignment: Tenant shall not assign or encumber its interest in this agreement or in the Premises, or sublease all or any part of the Premises, without first obtaining City's written consent.

LANDLORD:  
CITY OF SANTA CRUZ  
A MUNICIPAL CORPORATION

By: 

City Manager

TENANT:  
HOMELESS COMMUNITY RESOURCE  
CENTER.

By: 

Tenant

APPROVED AS TO FORM:

  
City Attorney's Office

SOS Day Center  
Day Resource Facilities

0279

William James Assoc.  
Day Resource Facilities:  
(4) new bathrooms  
(4) new showers  
lockers  
mail room

#117 Existing Commercial Building  
(Non-Profit Office & Program Space)

Covered Patio  
950 sq. ft.

Parking Lot

Pedestrian Path

Parking for  
Catering Van

Main  
Storage

Gate Access  
to River  
St. Shelter

Existing Fence

New Fencing - not to exceed 3'6"  
Rolling Gate for wheelchair access  
& parking

Pedestrian Path

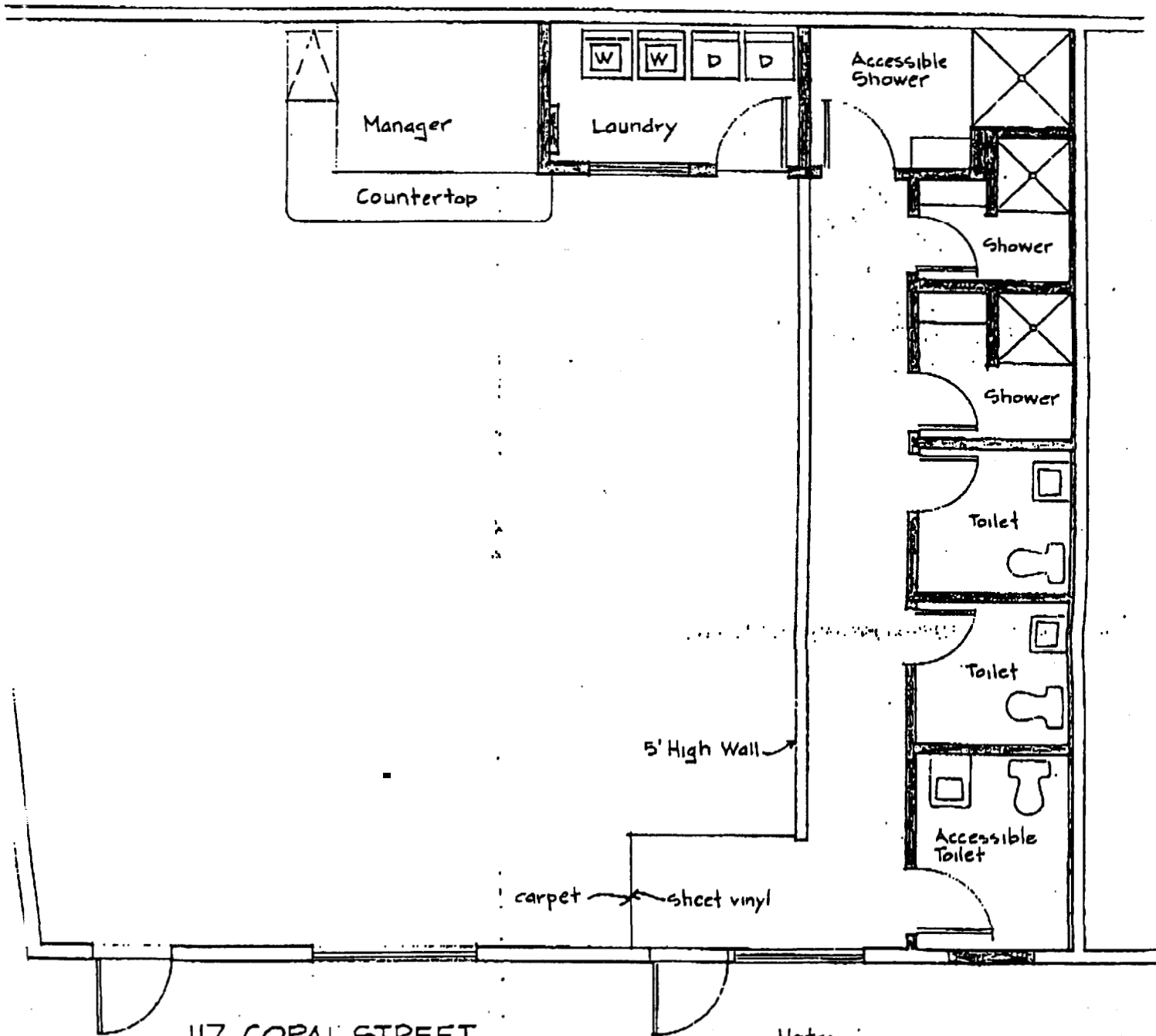
#115 Existing Residence;  
Non-Profit Office &  
Program Space for  
William James Assoc.

Coral St

N

115 & 117 CORAL STREET,  
SANTA CRUZ  
DAY RESOURCE CENTER  
SITE PLAN (Revised)  
Scale: 1"=20'  
15 parking spaces  
21 September 92

0280



117 CORAL STREET,  
SANTA CRUZ  
SOS DAY RESOURCE CENTER  
FLOOR PLAN  
scale: 1/4"=20' 1/6 September 07

Note:  
Dark shading indicates  
new construction.

MAY-15 01 01:53 FROM:HPHP

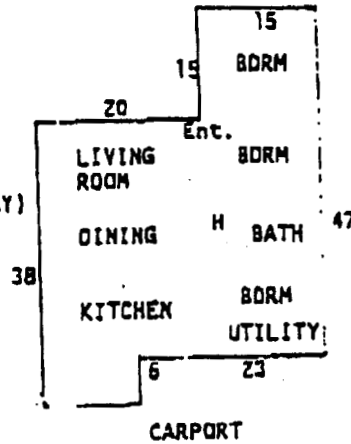
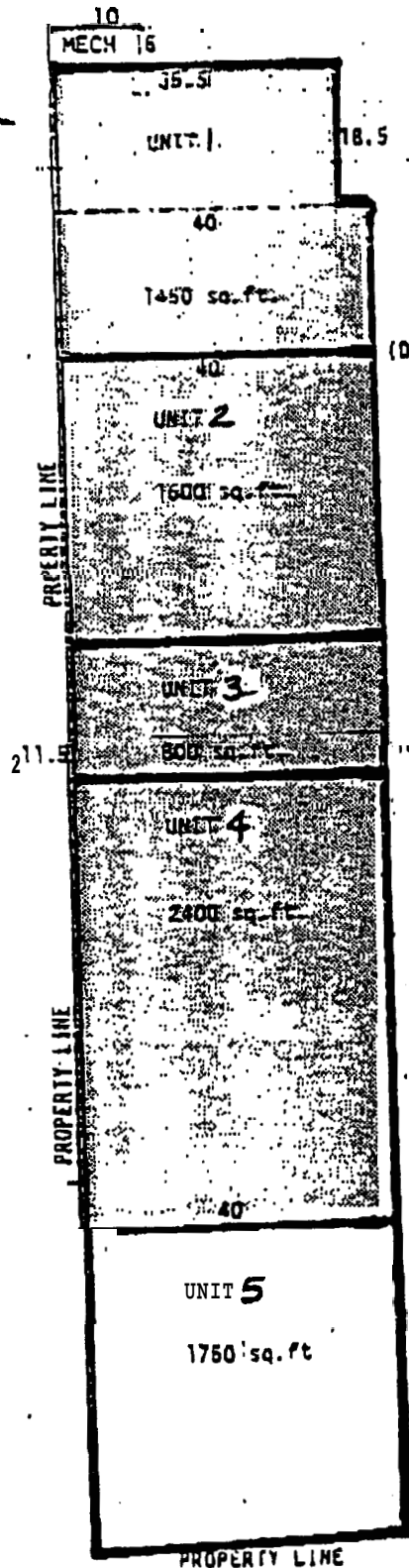
831-454-3424

TO: 831 454 5048

(15) PAGE 8 OF 9  
PAGE:09

0281

# Floor Plan



RESIDENCE;  
1417 sq. ft.  
3 bedroom

CONCRETE BLOCK BLDG.:  
8066 sq. ft.  
8010 sq. ft. rentable

(PARKING)

MAY-15 01 01:53 FROM:HPHP

831-454-3424

TO:831 454 5048

PAGE:10

0282

115-117 Coral Street

FNE BAYS

Rental Rate 0.60 per square foot  
(Monthly)

	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Total
Square Feet	1450	1600	800	2400	1760	8010
Rent @ .60/sf	870	960	480	1440	1056	4806

Unit 1 is closest to the street, Unit 5 is currently used as shower/laundry by HDRC

CAPROPMGMT\CORAL\INT-5BAY.WQ1

need 6720 for Dec-June

House

1600

1760

1417

960

1056

784

(2016)

2916

# 42