



County of Santa Cruz

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073

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SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

January 23, 2002

AGENDA: January 29, 2002

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SHERIFF'S OFFICE SOUTH COUNTY COMMUNITY SERVICE CENTER

Dear Members of the Board:

As you will recall, the Sheriffs operates an effective South County Service Center in a shopping center on Freedom Blvd. (Freedom Centre) which is currently within the geographical boundaries of the City of Watsonville. When the County considered the Freedom/Carey annexation, our office and the Sheriff agreed to work cooperatively to relocate the Service Center operation to the unincorporated area and we discussed investigating the possibility of relocating the service center to the Pinto Lake Park area. At that time, your Board directed that the Real Property Division of Public Works negotiate a one month extension of the Freedom Centre lease while the Administrative Office, the Sheriffs Office and the Parks Department explored the Pinto Lake Park option in greater detail, including placement of a modular unit onsite to house the Sheriffs community service functions.

During the past month, staff from our office, the Sheriffs Office and the Parks Department have met to discuss the Pinto Lake Park site and have determined that it provides an excellent location for the service center and will allow the Sheriff to effectively address the community law enforcement needs of South County residents. Staff is in the process of securing the services of Teall Messer, Architect to assist in the development of a site plan, budget and project schedule. Appropriation totaling \$120,000 were budgeted in the 2001-02 Plant Acquisition Budget for this relocation effort and are planned to provide for the necessary architectural services and site development including purchase of a modular unit, grading, paving and landscaping. In order to ensure uninterrupted community law enforcement services in South County, the Freedom Centre property owner has agreed to extend the existing lease with the Sheriffs Office through January 31, 2003. The terms of the extension include a monthly increase of \$100 for a total lease cost of \$900 per month.

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It is therefore RECOMMENDED that your Board:

1. Direct the County Administrative Office, the Sheriff's Office and the Parks Department to work with Teall Messer, Architect to develop a site plan, budget and project schedule for the Pinto Lake Community Service Center relocation project and to return to your Board on or before April 9, 2002 with a proposed implementation plan; and
2. Approve the amendment to the existing Freedom Centre lease to extend the agreement through January 31, 2003 (attachment 1).

Sincerely,



Susan A. Mauriello
County Administrative Officer

cc: POSCS
Real Property, Public Works
Sheriff's Office
Teall Messer

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ATTACHMENT 1**AMENDMENT #1 TO LEASE AGREEMENT BETWEEN THE COUNTY OF SANTA
CRUZ AND FREEDOM CENTRE PROPERTIES, L.L.C.**

LEASE EXTENSION

Landlord: **Freedom Centre Properties, L.L.C.**

Tenant: **Santa Cruz County Sheriff Coroner**

Location: **2020 Freedom Blvd., Freedom, Ca. 95019**

This Extension of **Lease** is made on January _____, **2002, between** Freedom Centre Properties, L.L.C., a California Limited Liability Company ("Landlord"), **whose address is 4135 Blackhawk Plaza Circle, Suite #250, Danville, Ca. 94526, and the Santa Cruz County Sheriff Coroner, whose address is 701 Ocean St., Room 340, Santa Cruz, Ca. 95060 who agree as follows:**

1. Recitals. **This** Extension of Lease is made with **reference** to the following facts and objectives:
 - a. Landlord and Tenant entered into a written Lease dated November 23, **1995** ("the Lease"), in which Landlord **leased** to Tenant, and Tenant leased from Landlord, **premises** located in the County of Santa Cruz, within the **Freedom Centre, Freedom, Ca., said address** commonly known as 2020 Freedom Blvd., Freedom, Ca. 95019. **A tease** Extension was entered into on **December 17, 1996, December 1, 1997, and April 15, 1999.**
 - b. **The term of the Lease Extension expires on December 31, 2001.**
 - c. The parties **desire** to **extend** the term of **the Lease** for an additional period of **thirteen (13) months under** the terms **set forth below.**
2. Extension of Term. The term of the Lease shall be extended for an additional period of **thirteen (13) months commencing January 1, 2002 and expiring on January 31, 2003.**
3. Minimum Annual Rental. Paragraph **3A** of the Lease **shall be** modified **as** follows:
 Commencing January 1, **2002** and **extending** through January 31, **2003, Tenant shall pay to Landlord as** minimum monthly rent **on the** first day of the month the sum of one **thousand four hundred dollars (\$1,400.00).**

In addition to the minimum monthly rent, as additional rent, the Demised Premises shall **be** responsible for the following:

i. **The** proportionate share of all Real Property Taxes and general and special assessments levied against **the** building and land of which **the Demised Premises** are a **part**;

ii. **The cost** to **Landlord** of **the** insurance of the Demised Premises, calculated in proportion to the floor area of the **Demised Premises compared** to the floor area of all retail premises of the Shopping Center covered by such policy.

iii. **The Demised Premises** proportionate share of the Common **Area** Charges including all sums **expended** in connection with common areas for all general maintenance and repairs, resurfacing, painting, re-striping, cleaning, sweeping and janitorial **services**; maintenance and repair of **sidewalks, roofs, curbs, and shopping center signs**; sprinkler **systems**, planting and landscaping; general exterior painting; lighting and other utilities; directional **signs** and other markers and **bumpers**; maintenance and repair of any fire protection systems, automatic sprinkler **systems**, lighting systems, storm drainage systems; canopy, downspout, **gutters** and any other utility systems; personnel to implement such **services**, real and personal property **taxes** and assessments on the improvements and land comprising **said common areas**; adequate **public** liability and **property** damage insurance on the **common** areas and a **reasonable** allowance to Landlord for **Landlord's supervision** of said common areas (but **said** cost of supervision shall not exceed in any calendar year fifteen percent **(15%)** of the total of the aforementioned expenses for **said** calendar year. The pro-rata share of the common **area expenses for** the Demised Premises shall be calculated on the **basis** that the proportion of **the expenses** for the square footage of the Demised **Premises** bears to the total square *footage* of the entire shopping center.

Commencing on January 1, 2002 and **extending** through January 31, 2003, the sum of nine **hundred** dollars (**\$900.00**) shall be paid by Tenant directly to **Landlord as** Tenant's total and exclusive obligation for **all** rental costs and related **expenses for the Demised Premises**,

From January 1, 2002 thru **January 31, 2003**, said sum of **\$900.00** in minimum monthly rent shall be paid in **quarterly** payments of **\$2,700.00** said payments to be **made** on the following **dates**:

January 1, 2002	\$2,700.00
April 1, 2002	\$2,700.00
July 1, 2002	\$2,700.00
October 1, 2002	\$2,700.00
January 1, 2003	\$ 900.00

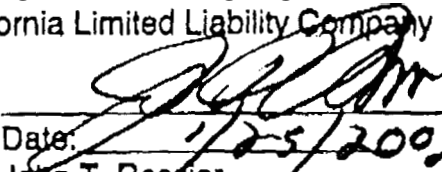
From January 1, 2002 thru January 31, 2003, the remaining portion of the minimum monthly rent totaling five hundred dollars (\$500.00), and all common

From January 1, 2002 thru January 31, 2003, the remaining portion of the minimum monthly rent totaling **five hundred dollars (\$500.00)**, and all common area charges, property taxes, and insurance payments described in paragraph i, ii, and iii, above shall be subsidized and paid by Freedom Centre and the Tenants located therein other than Santa Cruz County Sheriff Coroner. It is understood and agreed that in no event shall the Santa Cruz County Sheriff Coroner be responsible for any of these additional charges.

4. Effectiveness of Lease. Except as set forth in this Extension of Lease, all the provisions of the Lease shall remain unchanged and in full force and effect.

In witness whereof, the parties hereto have executed this Lease as of the date above first written.

LANDLORD: FREEDOM CENTRE PROPERTIES, L.L.C.
a California Limited Liability Company

by: 
Date: 1/25/2002
John T. Rassier
Managing Member

TENANT: SANTA CRUZ COUNTY SHERIFF CORONER,

by: _____
Date: _____
Mark Tracy
Santa Cruz County Sheriff Coroner.

by; _____
Date: _____
Scott Loichinger
Chief Real Property Agent