



County of Santa Cruz

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 950604073

(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

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

January 18, 2002

Agenda: January 29, 2002

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

REPORT ON WATSONVILLE COURT FACILITY PLANNING AND MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF WATSONVILLE

Dear Members of the Board:

On January 15, 2002 your Board considered a report on court facility planning in downtown Watsonville and heard testimony from representatives of the City of Watsonville, the justice system, and the community in support of expanding court services in Watsonville. The speakers emphasized the importance of the County's participation in the 200 Main Street project in downtown Watsonville that is planned to include various private and public uses including the Library, City Council Chambers and offices, and the Courts. At that time, staff informed your Board that we were working cooperatively with the City of Watsonville staff to finalize plans for the joint participation in this project and that we would be returning on this date with a recommended Memorandum of Understanding (MOU) with the City of Watsonville if a suitable financing plan could be developed.

I am pleased to report to your Board that we have reached agreement with the City of Watsonville on a proposed Memorandum of Understanding (MOU) and a financing plan for the 200 Main Street project. This MOU is the result of many months of planning, community meetings, and discussions with the City of Watsonville, the Superior Court, other justice system representatives, and various community members which have taken place to bring us to the set of recommendations before you today. The MOU reflects the mutual interests of the City, the County, and the Superior Court and provides for an important partnership that meets the needs of all parties. The building, which the City estimates can be completed in mid-2005, will reflect an innovative mix of public and private uses and will be a valued addition to the community.

BACKGROUND

As your Board is aware, the County and the Superior Court have been working to replace the modular courts for several years due to their lack of suitability as court facilities and their inherent physical deficiencies. Funds were previously set aside to accomplish this goal and planning began to expand the courthouse in Santa Cruz. However, efforts at the State to realign financial responsibility for court facilities created uncertainty at the local level both for the County and the Court and the planning was delayed. While that uncertainty continues to exist, a State task force has developed preliminary recommendations to help guide the long process of transferring court facilities to the State.

Concurrently with this process, representatives of the Watsonville community approached Supervisor Tony Campos, County staff and the Superior Court with an interest in expanding court services in Watsonville. Recognizing that the main obstacle to the expansion of court services was the lack of adequate facilities, your Board, the Court and other justice system providers agreed to address the deficiencies of the modular courts by evaluating the feasibility of relocating two additional court facilities to Watsonville as replacements for the modular courts and relocating the existing court on Freedom Boulevard to downtown Watsonville. The State also recognized the community and Court's interest in expanding court facilities in Watsonville and recommended this as a goal in their task force planning options for Santa Cruz County.

As a result of these community based meetings and subsequent discussions with the City of Watsonville staff, your Board directed the County to explore joint participation in the 200 Main Street project. Based on the County's continued responsibility for court facilities, and the mutual benefit to the Court, the City of Watsonville, and the community from the County's participation in the 200 Main Street project in downtown Watsonville, this project has been undertaken in cooperation with the Court and the City of Watsonville.

PROPOSED MEMORANDUM OF UNDERSTANDING (MOU)

As we informed your Board in the January 15, 2002 report, the City of Watsonville had requested that the County commit to participate in the 200 Main Street project by the end of January, 2002 in order to meet a federal grant deadline for the receipt of over \$2 million in federal funds for the adjacent parking structure. The attached proposed Memorandum of Understanding (MOU) between the County and the City of Watsonville provides for this participation and sets forth the terms of the County and City's financial participation (Attachment 1).

In summary, the MOU provides for:

- ▶ The development of three new courts and a hearing room as part of the 200 Main Street project to replace the two temporary modular court buildings that have been in place in Santa Cruz since 1986 and to replace the single court and hearing room located on Freedom Boulevard in Watsonville that was constructed in 1954;
- ▶ The addition of these courts to a multi-use building with adjacent parking in downtown Watsonville that will bring together many civic services traditionally found

in a downtown area and that will serve to attract many attendant cultural, educational, and retail activities;

- The joint development of court facilities that will allow for the expansion of court services in Watsonville so that a range of civil, criminal, juvenile, and family law cases will be available and accessible to all residents of the County;
- The acknowledgment of the potential future responsibility of the State for court facilities and a provision for assigning the County's lease to the State if required;
- A financial plan that recognizes the mutual benefits of the project and that provides for a share of cost among the parties within available resources; and,
- An agreement to develop a Cooperation Agreement and lease by mid-March, 2002 that will incorporate the provisions of the MOU and serve as the governing structure during the next phases of the building development until conveyance of the County's lease from the City.

With regard to the financial parameters of the project, the MOU provides for:

- J** A pre-paid lease for thirty years from the date of conveyance for \$5 million for the approximately 40,000 square feet of County space within the project and adjacent parking lot;
- J** A contribution of \$3.2 million from the City of Watsonville Redevelopment Agency for the County's tenant improvements which provides for approximately \$80 per square foot. Any amounts over that allowance would be the responsibility of the County and the Court;
- J** The option for the County to purchase the County space at any time within thirty years from the date of conveyance of the lease for \$2.2 million indexed at 2% per annum;
- J** A payment of \$150,000 at the execution of the MOU and a payment of \$150,000 at the execution of the Cooperation Agreement that would not be refundable if the County subsequently withdraws from the project. These amounts are considered part of the pre-paid lease amount.

The MOU also incorporates various attachments including the conceptual layout of the base building and the County's spaces. These will be updated as part of the subsequent Cooperation Agreement and lease.

COUNTY FINANCING

We believe that the financing plan outlined in the proposed MOU is a cost effective approach to the development of new court facilities at this time. It provides the County with suitable replacement facilities within available resources, long term security and the option for future ownership if necessary.

Based on the provisions of the MOU, the County's financial participation is \$5 million. Additional estimated costs include architectural services for the tenant improvements, consulting costs for development and review of the MOU and Cooperation Agreement, and a contingency for tenant improvement costs for a total of \$5.5 million. These costs are recommended to be financed as follows:

Financing Source	Amount
1999-00 Plant Acquisition Funds	\$ 2,000,000
2000-01 Certificates of Participation for Modular Court Relocation	\$ 2,500,000
Courthouse Construction Funds- Annual Debt Service @ \$80,000	\$ 1,000,000
Total	\$ 5,500,000

The prior year funds, plus interest earnings, are budgeted in the Capital Projects Fund 40, Index 191050 and in an account held for the County by the Trustee for the Certificates of Participation issue. The Courthouse Construction Funds are recommended to be used for debt service to finance the balance of funds required for this project. The Construction funds are collected annually from surcharges on parking tickets and can only be used for courthouse construction or renovation purposes. The estimated amount for debt service is available annually from this fund under existing statutes.

JUDICIAL REVIEW AND APPROVAL

Government Code Section 68073 requires judicial review of any court facility plans. As previously discussed, members of the bench and Court staff have been actively involved in the overall planning for this project and have reviewed draft conceptual plans as they have been developed. A letter to your Board from Presiding Judge Robert Yonts dated January 17, 2002 approving the conceptual plan for the Watsonville Court project at 200 Main Street is included as Attachment 2.

NEXT STEPS

Upon review and approval of the proposed Memorandum of understanding (MOU) for the County's participation in the 200 Main Street project, County staff will begin work with Keyser Marston, our real estate consultants, and County Counsel to review the draft Cooperation Agreement. Attachment 3 to this report is a contract amendment with Keyser Marston to provide for their continued services. We will also be continuing our work with Peter Kasavan, the County's architect to undertake development of the schematic design drawings for the County's space. An amendment for architectural services for Mr. Kasavan will be brought to your Board in conjunction with the Cooperation Agreement in mid-March.

SUMMARY AND RECOMMENDATIONS

The recommendations before your Board today represent a major step forward in addressing both public facility needs and community service needs. They respond to the interests of the County, the judiciary, the City, and the community in expanding court

services, providing adequate court facilities, reducing parking and building congestion at the main Courthouse, and assisting in downtown economic development for the City of Watsonville. We also believe that the recommendations before your Board today represent a cost effective approach to the replacement of the modular courts and would not require investment of any new discretionary County funds.

It is therefore Recommended that your Board:

- 1) Approve the Memorandum of Understanding (MOU) with the City of Watsonville and the City of Watsonville Redevelopment Agency for the County's participation in the 200 Main Street project in downtown Watsonville to provide court facilities and related activities and authorize the County Administrative Officer to sign the MOU;
- 2) Direct the County Administrative Officer to work with the City of Watsonville on the development of a Cooperation Agreement for the 200 Main Street project and return on or before March 19, 2002 with a recommended agreement;
- 3) Approve the financing plan detailed in this report for the 200 Main Street project and direct the County Administrative Officer to return with any additional financial actions on or before March 19, 2002; and,
- 4) Approve the amendment to the agreement with Keyser Marston, Inc. in the amount of \$7,500 for real estate consulting services.

Very truly yours,



Susan A. Mauriello
County Administrative Officer

Attachments

- cc. Superior Court
Carlos Palacios, City Manager, City of Watsonville
Jan Davison, City of Watsonville Housing and Econ. Development Director
Sheriff-Coroner
District Attorney
Public Defender
Probation
General Services
Peter Kasavan, Architect
Steve Fust, Swinerton Construction Management
Keyser Marston, Inc.

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MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE COUNTY OF SANTA CRUZ, CITY OF WATSONVILLE, AND CITY OF
WATSONVILLE REDEVELOPMENT AGENCY FOR
COUNTY PARTICIPATION IN THE 200 MAIN STREET PROJECT
TO PROVIDE COURT FACILITIES AND RELATED FUNCTIONS

MEMORANDUM OF UNDERSTANDING
200 MAIN STREET, WATSONVILLE

This Memorandum of Understanding (MOU) sets forth terms under which the County of Santa Cruz (County) would occupy space in a multi-use project to be developed under the auspices of the City of Watsonville Redevelopment Agency (Agency) and the City of Watsonville (City), located at 200 Main Street in downtown Watsonville. It is intended to be an expression of basic terms and conditions that could be incorporated subsequently in a Cooperation Agreement and Lease.

The project in which the County would occupy space would consist of a six-story building of approximately 188,000 gross square feet that would be served by an adjacent parking garage providing approximately 498 spaces. It is the intent to use the County space for courts and court related activities to provide a range of court services, including but not limited to civil, criminal, juvenile, family law, traffic, and night court.

As evidence of their current commitment to the project, City, Agency and County have each hired architects and consultants to develop preliminary plans for their portions of the project and have expended funds to accomplish that work.

Overall Project Specifications

The City and Agency will construct, or cause to be constructed, through the hiring of a constructor or developer, the shell and core of the building (Building) and the parking structure (Parking Structure) and tenant improvements for all areas of the Building, other than courts and related County uses. County reserves the right to utilize the Agency's contractor for Court and County tenant improvements. The City and Agency shall commence construction of the project on or before November 1, 2002 and shall complete construction within twenty-eight (28) months of the commencement of construction.

The County will occupy approximately 38,300 square feet (County Space) in the Building and approximately 3,500 square feet in the Parking Structure proposed to be divided, as follows pursuant to the attached ground and third floor plans:

- Approximately 3,500 square feet in adjacent Parking Structure for use of the sally port and transfer facilities related to the operations of the County courts use (Courts).
- Approximately 10,000 square feet on ground floor of the Building to include, a Courts entrance lobby, security screening, secure inmate holding area, jury assembly and related functions to be accessed only through the Courts Entrance, as defined below.

- Approximately 25,000 square feet on third floor of the Building for the Courts' use to provide three courtrooms and one hearing room, judges' chambers, jury deliberation rooms, clerk areas, and related activities (Courts Space) to be accessed only through the Courts Entrance.
- Approximately 3,300 square feet on the third floor of the Building to provide office areas for the District Attorney, Public Defender, Child Protective Services, County Counsel, and related functions (County Office Space), to be accessed only through the Public Entrance as defined below.

During the subsequent design process for the County space, the County will make every effort to reduce the total square footage to approximately 40,000 square feet, contingent upon overall building design limitations and requirements.

The Court will have a separate entrance to the building on 2nd Street (the Courts Entrance) that will provide a single point entry screening to the Courts Space. The City uses, and any other County functions within the Building, will enter the Building through a separate entrance at the corner of 2nd Street and Main Street (Public Entrance).

The County will have a right of first refusal to lease additional City or Agency owned office space as space becomes available within the Building at market rates and to obtain additional permit parking as available.

The City and/or Agency will operate the Parking Structure (or cause it to be operated by a qualified parking management firm) and will receive all income therefrom. Separate and apart from the County Space and County's payment of rent for the County Space, the Agency agrees to provide parking for the County Space on the following terms and conditions: (i) the County will have approximately 4 reserved parking spaces for judicial officers; (ii) 36 parking spaces for court staff on a non-exclusive permit basis in the Parking Structure in as close proximity as possible to the Courts Entrance; and (iii) approximately 30 parking spaces will also be permitted spaces for county staff in the Parking Structure or in the secure ground floor parking area. Additional parking for jurors will be available in the public areas of the Parking Structure. The parties will mutually agree to the reasonable parking rental rates to be charged for each type of parking consistent with parking rates charged in downtown Watsonville. The City and Agency acknowledge County and Court's obligation to meet and confer with County and Court employee organizations on parking rates paid by County and Court employees.

Tenure

The County will occupy the County Space through the mechanism of a pre-paid lease for \$5.0 million for the initial term of 30 years. At the end of the lease term, or at any time prior to the end of the lease term, the County shall have the option to purchase the Court

Space for the sum of \$2.2 million indexed at 2% per annum (Option) from the date of conveyance of the lease. At the time County exercises the Option, the County will also have the right to extend the lease on the County Office Space for two (2) 30-year periods at the rate of \$1.00 per year (Extension). The County's exercise of the Option and the Extension is subject to County's continued use of the County Space for Courts or other County government purposes.

It is clearly the intent of the parties that the County continue to provide court services in the County Space during the term of the lease and upon exercising the Option and Extension, unless precluded by State authority. If the County is unable to provide court services in the County Space, the County shall utilize the space for other governmental purposes, subject to the City and Agency approval, which approval shall not unreasonably be withheld. Due to current or future legislation affecting the Courts in California, it is recognized that the lease for some or all of the County Space must be assignable to the State of California.

If the City or Agency subsequently enters into agreement(s) with private developers for development and construction of all or part of the Building, it is agreed that such agreement(s) will be subject to the agreement between the City, the Agency and County. The parties agree that any such agreement(s) will not materially interfere with the agreements included in this MOU and subsequent Cooperation Agreement.

Tenant Improvement Contribution

The City and/or Agency will contribute \$3.2 million to the County cost for Tenant Improvements. The attachment identifies the general components of the County Tenant Improvements.

Review of Plans/Project Team

These rights of review will pertain during the Predevelopment Period, which will be the period between the execution of the Cooperation Agreement and the start of construction and which will be set forth in greater detail in a schedule of performance to be attached to the Cooperation Agreement, as follows:

- The County will have right of review of the preliminary conceptual design for the building prepared by the City's and/or Agency's architect and inform the City/Agency as to the acceptability of the design as the basis for subsequent phases of the design process. The County's acceptance of the City's and Agency's plans will not be unreasonably withheld.

- Subsequently, the County will have right of review of design development and construction documents prepared by consultants to the City and Agency to verify the acceptability of materials and specifications for Base Building Construction (only). For purposes of this agreement, Base Building Construction is total development excluding tenant improvements. The County's acceptance of the City's and Agency's plans will not be unreasonably withheld.
- The City and Agency will have right of review of the County's building plans for tenant improvements to verify that they are consistent with Base Building Construction. The City's and Agency's acceptance of the County's plans will not be unreasonably withheld.

The County will also have the right to review the qualifications of any constructor or developer selected by the City and Agency to undertake Base Building Construction. The County's consent to the City's and Agency's selection of these firms will not be unreasonably withheld.

The County and the City/Agency will review and accept the financing plan for the building such as Sources and Uses of Funds analysis and acceptance of the plan prior to commitment of funds to the project in addition to those being expended for predevelopment for reasonable assurance that funds are in place to complete the Base Building Construction and the City/Agency's contribution to the County's tenant improvements.

County Payments

Payments by the County will be as follows:

Predevelopment Costs – estimated at \$100,000, in the form of architectural, consulting, and legal fees expended for preliminary design of the County's space and effecting a transaction with the City and Agency. These funds will be disbursed by the County to third parties through the spring of 2002.

Option Payment - \$150,000, payable at execution of the Memorandum of Understanding, anticipated to occur on January 29, 2002. This payment will be part of Prepaid Rent and would not be refundable.

Option Payment - \$150,000, payable at execution of the Cooperation Agreement, anticipated to occur in the spring of 2002. This payment will be a part of Prepaid Rent and would not be refundable.

Base Building Construction - \$4,700,000, disbursed on a proportionate basis with other funds for Base Building Construction. This payment will be part of Prepaid Rent.

All payments will be made on an agreed upon disbursement schedule within 30 days of invoice.

Tenant Improvements – Amount discretionary to the County to complete its tenant improvements, in addition to \$3.2 million advanced by the Agency.

Parties agree that identifying the causes of project delay or failure may be difficult to assign or quantify and that therefore the payments noted above are the only payments between the parties contemplated in this agreement.

Operations

The City and/or Agency will be responsible for repair and maintenance of basic building systems and for making capital improvements to those systems during their life cycle. All parties agree to establish and contribute to a capital reserve account which will provide for capital improvements for replacement of basic building systems as required and necessary. The contribution level will take into account the limited use of certain areas of the Building by the County.

Utilities to the County premises will be separately metered and paid by the County.

The County will be responsible for providing security and custodial services for its premises and will insure its premises at its cost.

The County will share common area charges for trash collection and landscaping.

There will be appropriate street signage for the County facilities, as new street signage is installed by the City.

There will be appropriate signage on the building for the County facilities.

Form of Agreement

It is anticipated that the terms binding the parties will be contained in a Cooperation Agreement that will contain a lease as an attachment.

The Cooperation Agreement will specify conditions governing the conveyance of the lease; that is, when all conditions stipulated in the Cooperation Agreement are met by the parties, the lease to the County Space will be conveyed.

The Agency will be the drafting entity for the Cooperation Agreement.

Is it the intent of the parties that completion of the Building will fully satisfy all obligations of the Agency relative to provisions for development of a new library and relocation of County facilities from Freedom Boulevard to downtown Watsonville as provided in that certain Agreement between the Redevelopment Agency of the City of Watsonville, the City of Watsonville and the County of Santa Cruz pursuant to Health and Safety Code Section dated May 12, 1992.

State Board of Corrections

The County will be the lead agency in respect to securing timely approval of the building plans by the State Board of Corrections, which has right of review and approval for holding and detention facilities. The County is not responsible for the Board's approval of the plans.

Next Steps

The parties to this agreement are cognizant of the need for issuance of a notice to proceed for construction on the parking garage in May 2002 in order for the project to receive EDA funding in the amount of \$2,750,000.

In addition, current plans call for a start of construction on the building on or about November 2002.

The following schedule is anticipated by the parties:

- Cooperation Agreement and Form of Lease Executed – March 2002
- Notice to Proceed On Parking Garage – May 2002
- Completion of Predevelopment – September 2002
- Commence Construction - November 2002
- Conveyance of Lease to County Space – January 2005
- Completion of Core and Shell – March 2005
- Installation of Tenant Improvements – Jan-June 2005
- Occupancy of County Space – June 2005

Execution of this MOU signifies that preliminary programming, design, and cost estimates for the contemplated facility are consistent with County, City and Agency objectives and that the parties are prepared to proceed expeditiously on the next phases

of the design process and formulation of agreements governing development and occupancy of the space.

“County”
COUNTY OF SANTA CRUZ

Date: _____

By: _____

“City”
CITY OF WATSONVILLE

Date: _____

By: _____

“Agency”
REDEVELOPMENT AGENCY OF THE CITY OF
WATSONVILLE

Date: _____

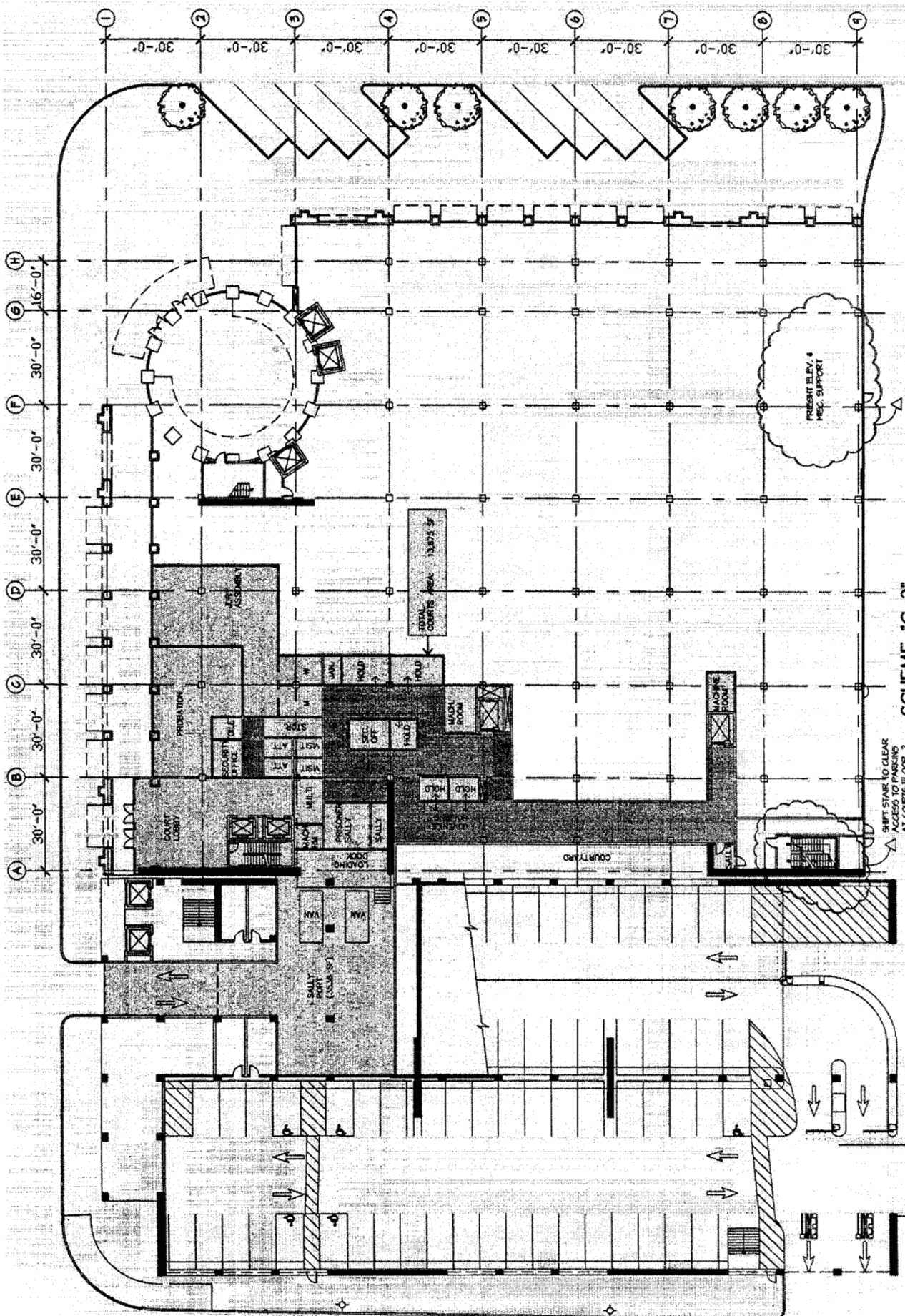
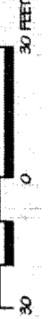
By: _____

ATTACHMENTS TO MEMORANDUM OF UNDERSTANDING
FOR 200 MAIN STREET BUILDING

- Conceptual Drawings- County/Court Areas
- List of Components- Base Core and Shell and Tenant Improvements



SCHEME "C-3"
GROUND FLOOR PLAN JAN. 22, 2001
 1"=30'-0"



Base Building Core and Shell:

1. All structural cost – foundations, building Frame, **floors** and roof.
2. **All** weatherproofing cost – the exterior skin to enclose the building, below grade waterproofing, roofing, caulking, flashing and sealant.
3. Tenant Build out of all common areas **of** the building – this includes **interior walls**, floor and ceiling finishes, electrical/ mechanical distribution and finishes. The common areas of the building are lobbies, mechanical electrical rooms, elevator machine rooms, common corridors, loading dock areas, and any other area that would commonly be used by more than one tenant.
4. Vertical transportation – main passenger elevators, freight elevators, stairs required for emergency egress.
5. Electrical distribution – main hook up and transformers, building distribution and panels boards on each floor.
6. Mechanical distribution – main roof mounted systems for common areas, main fresh air and exhaust shafts, and building distribution **to each** floor.
7. Risers only for plumbing – cold water, sanitary sewer, and roof drain systems.
8. Sprinkler connection, riser system, and base layout required to get a temporary certificate of occupancy.
9. Utility hook-up and metering set up.
10. **Site work** – sidewalks, landscaping, street improvements.
11. All life safety systems and signage required for a certificate of occupancy.

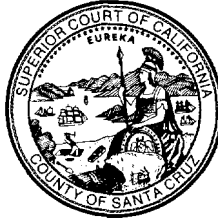
Tenant Improvement:

1. Interior walls, finishes, electrical power distribution, lighting, reconfiguring the sprinkler layout, mechanical system and distribution for **a** given lease area.
2. Restrooms in the tenant area – including all walls, doors and finishes. **Also** this will include plumbing horizontal runs from the main-building risers.
3. Enhanced vertical transportation required by the tenant – in the case **of the** courts that would include the elevators that are specifically for the secure personnel movement.
4. Upgraded electrical or mechanical systems beyond **what was** included in the base building – for the Courts this might include a battery power back-up system for their computers and an emergency generator to power the secure elevators in the case of a power outage.
5. Signage specific to the tenant – both interior and exterior.

LETTER FROM PRESIDING JUDGE ROBERT YONTS DATED JANUARY 17,
2002 APPROVING THE CONCEPTUAL PLAN FOR THE WATSONVILLE
COURT PROJECT AT 200 MAIN STREET, WATSONVILLE

Superior Court of California

COUNTY OF SANTA CRUZ



ROBERT B. YONTS, JR.
Presiding Judge of the Superior Court

701 Ocean Street, Room 110
Santa Cruz, CA 95060
(831) 454-2380

January 17, 2002

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, CA 95060

Re: Watsonville Court Facility

AGENDA: January 29, 2002

Dear Members of the Board:

The Judges of the Superior Court have reviewed and approved the proposed conceptual plans for court facilities as incorporated into the proposed Watsonville building on Main Street. It is anticipated that the three courtrooms and one hearing room with attendant spaces for court staff, security personnel and equipment as proposed in the latest drawings will be adequate for the Court's needs in Watsonville at the time of completion of the project. The Judges, court and security staff are looking forward to being involved in the design phase of the final plans, however, it should be acknowledged that any substantive change in the size or allocation of space for the courts will be subject to further review and approval by the Judges.

The Court wishes to thank the many people who worked on this project, both in the County and the City of Watsonville. The combination of effort and vision will certainly be a benefit to the community and the citizens we all serve.

Sincerely,

ROBERT B. YONTS, JR.
Presiding Judge of the Superior Court

RBYSos

AMENDMENT TO AGREEMENT WITH KEYSER MARSTON, INC.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

To: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: ~~COUNTY ADMINISTRATIVE OFFICE~~ (Department)
BY: *Paul Smith* (Signature) 1/23/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
and KEYSER MARSTON ASSOCIATES, INC., 55 Pacific Avenue Mall, San Francisco, CA 94111 (Name/Address)

2. The agreement will provide professional services in connection with Courts development
in Watsonville

3. Period of the agreement is from September 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ increase of \$7500 for a total of ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
\$17,500

Remarks: _____

5. Detail: ☐ On Continuing Agreements List for FY _____ Page CC-_____ Contract No: _____ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 191050 (Index) 6610 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No: 12696

By: *Adrian J. Vilez* Date: 1/23/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

County Administrative Officer (Dept/Agency Head) to execute on behalf of the County of Santa Cruz
(Department/Agency)

Date: 1/23/02

By: *Paul Smith*
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20____

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC:110 _____ \$ _____ / _____
Auditor Description Amount Index Sub object User Code

20

AMENDMENT TO AGREEMENT

The parties here to agree to amend that certain Agreement dated
____September 1, 2001_(P.O 052213)____, by and between the **COUNTY OF SANTA CRUZ**
and **Keyser Marston Associates, Inc.**_____

by _____

Increasing the compensation paid under the terms of this agreement by **\$7,500** for additional real estate consultation related to the **Watsonville Court Facility** project as set forth in Attachment 1.

All other provisions of said Agreement shall remain the same.

Dated: _____ **COUNTY OF SANTA CRUZ**

By: _____
County Administrative Officer


Dated: 1/23/02 **CONTRACTOR**

By: _____

Address 55 Pacific Avenue
San Francisco, CA 94111

Telephone: (415) 398-3050

Approved as to form :

 1-23-02
County Counsel

KEYSER MARSTON ASSOCIATES INC.

GOLDEN GATEWAY COMMONS
55 PACIFIC AVENUE MALL
SAN FRANCISCO, CALIFORNIA 94111
PHONE: 415 1398-3050
FAX : 415 1397-5065

ADVISORS IN:
REAL ESTATE
REDEVELOPMENT
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT
FISCAL IMPACT
INFRASTRUCTURE FINANCE
VALUATION AND
LITIGATION SUPPORT

January 22, 2002

Ms. Carol Girvetz
Assistant County Administrative Officer
County of Santa Cruz
701 Ocean Avenue
Room 510
Santa Cruz, California 95060-4000

Re: Watsonville/County Courts

Dear Ms. Girvetz:

As requested, I am requesting an authorization for \$7,500, which would be expended on an hourly basis per rates on file with the County, to assist County staff in matters related to a business agreement with the City of Watsonville for the County courts and related facilities in downtown Watsonville.

This would augment the initial budget.

I anticipate that the funds will be expended to review the Cooperation Agreement and other documents and assist in internal discussions and negotiations with the City of Watsonville on behalf of the County, and on other closely related issues.

Thank you for requesting our continued assistance on this project.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.



Robert J. Wetmore, CRE

SAN FRANCISCO
A. Jerry Keyser
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