



# County Of Santa Cruz

## GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

BOB WATSON, DIRECTOR

April 23, 2002

AGENDA: May 7, 2002

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

### PARKING SPACE LEASE AGREEMENT AT THE UCSC INN

Members of the Board:

As part of on-going efforts to address parking needs at the County Government Center, General Services entered into a lease agreement for 75 employee parking spaces with the Holiday Inn for the two year period from February, 1999 through February, 2002. As your Board is aware, the University of California, Santa Cruz secured a long term lease of the Holiday Inn in 2001 and converted the facility to student housing, renamed the facility the UCSC Inn and assumed administrative responsibility for our parking agreement with the Holiday Inn. We received a verbal commitment from the UCSC administration to honor the terms of the existing parking agreement commencing on September 1, 2001. During the past six months, UCSC has been evaluating the current and future parking needs for its students, housed at the Inn. In April, 2002, we received verbal notification from the University that they were willing to renew our parking space lease from October 1, 2001 through June 30, 2003. We have now received the proposed lease agreement from UCSC. This agreement now needs to be approved by your Board.

The proposed agreement provides for 75 parking spaces at the current rate of \$35 per space per month for a total cost of \$2,625 per month for the lease. This amount is partially offset by employee payments for 45 of these spaces totaling \$1,024 per month resulting in a net County cost of \$1,601 per month. The remaining 30 spaces are reserved for County vehicles assigned to the Sheriffs Office and District Attorney's Office. Adequate funding for the lease agreement is provided in the current fiscal year in the General Services Parking Enforcement budget and funding for FY 2002/03 is contained in our budget request for the upcoming fiscal year.

It is therefore RECOMMENDED that your Board:

1. Approve and ratify the attached parking space lease agreement with the Regents of the University of California for 75 parking spaces at the UCSC Inn located at 611

Board of Supervisors  
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Page 2

Ocean Street, Santa Cruz for \$2,625 per month from October 1, 2001 through June 30, 2003.

2. Authorize the General Services Director to sign and execute this agreement on behalf of your Board.

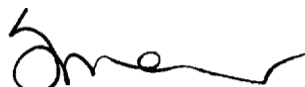
Very truly yours,



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BOB WATSON  
Director

RECOMMENDED



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SUSAN A. MAURIELLO  
County Administrative Officer

BW:PC

cc: General Services Department  
Auditor-Controller  
University of California, Santa Cruz

## LICENSE AGREEMENT THE REGENTS AS LICENSOR

THIS AGREEMENT is dated \_\_\_\_\_, 20\_\_, ("Effective Date"), by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Licensor") and the COUNTY OF SANTA CRUZ, ("Licensee").

WHEREAS, Licensee seeks to acquire the right to enter upon Licensor's property located at the space commonly known as a portion of the parking lot of the UCSC Inn (formerly Holiday Inn) at 611 Ocean Street, Santa Cruz, California (the "Premises"), more particularly described in the attached Exhibit "A", which is incorporated by reference, for the purpose specified in Paragraph 1 below.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Use. Licensor hereby grants to Licensee, its agents and contractors, a non-exclusive, revocable License to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of providing parking for employees of the Santa Cruz County Government Center, ("License").
2. Term. This License shall commence upon September 1, 2001 and shall continue through June 30, 2003 ("Term"). Notwithstanding the forgoing, Licensor may terminate this License at any time by giving sixty (60) days' written notice to Licensee. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the Premises.
3. Holding Over. If Licensee, with Licensor's consent, continues to use the Premises or any other part thereof after the expiration of the term hereof, such use shall be a tenancy from quarter to quarter upon all the provisions of this License pertaining to the obligations of the Licensee, but all options and rights of first refusal, if any, granted upon the terms of this License shall be deemed terminated and be of no further effect during said quarter to quarter tenancy.
4. Rent. As total consideration for this License, Licensee shall pay to Licensor quarterly in advance, on the 1st day of each quarter during the Term, a rent amount based on \$35.00 per parking space as more fully described below. All rent amounts shall be paid to Licensor at the location identified in Paragraph 12 Notice. The rent amount shall be \$2,625.00 per month, billed at \$7,875.00 per quarter. [Which is calculated as follows: seventy-five (75) parking spaces at \$35.00 per space.]
5. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

6. No Transfer or Assignment. This License is personal to Licensee. Any attempt to transfer or assign this License shall terminate it.
7. Permits and Reaulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations.
- a. No Interference. Licensee shall not interfere with the normal operation and activities of Licensors, and Licensee shall conduct its activities on the Premises to minimize damage to the Premises and inconvenience to Licensors, its agents, employees and invitees.
9. Repair and Restoration. If Licensee, its agents or contractors cause any damage to the Premises, or to Licensors's roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination this License, the Licensee's Indemnity and Insurance obligations in paragraphs 13 and 14 shall continue until repair and restoration is completed as provided herein.
10. Breach and Cure. In the event that Licensee breaches any of its obligations under this License, Licensors shall send Licensee written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall notify Licensors in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Licensee shall diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensors shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensors shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.
11. Alteration in Writing. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensors and Licensee.
12. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

To Licensors:	The Regents of the University of California c/o Alma Sifuentes Director of Residential and Dining Services
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Faculty Housing Office/Hagar Court  
 UC Santa Cruz  
 1156 High Street  
 Santa Cruz, CA 95064

and a copy to: John Bono, Real Estate Specialist  
 Purchasing & Business Contracts  
 University of California  
 1156 High Street  
 Santa Cruz, CA 95064

To Licensee: The County of Santa Cruz  
 General Services  
 701 Ocean Street, Room 330  
 Santa Cruz, CA 95060

Rent payments shall be made to (need not be sent certified):

UCSC Inn  
 Attention: Resident Manager  
**EAH**, Inc. (Property Manager)  
 611 Ocean Street  
 Santa Cruz, **CA** 95060

or, to such other address as either party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Paragraph.

### 13. Indemnification.

13.1 Licensor's Obliaation. Licensor shall indemnify, defend, and hold harmless Licensee, its officers, agents, partners and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensor, its officers, agents, or employees.

13.2 Licensee's Obligation. Licensee shall indemnify, defend and hold harmless Licensor, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims

arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, partners, or employees.

#### 14. Insurance.

14.1 Licensor's Insurance. Licensor, at its sole cost and expense, shall insure its activities in connection with this License by maintaining its self-insurance programs as follows:

a. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:

1. Each Occurrence; one million dollars (\$500,000)
2. Products/Completed Operations Aggregate; five million dollars (\$5,000,000)
3. Personal and Advertising Injury; one million dollars (\$1,000,000)
4. General Aggregate; five million dollars (\$5,000,000)

b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

c. Property, Fire and Extended Coverage Self-Insurance Program in an amount equal to one hundred percent (100%) of the full replacement value of the Premises and the costs of demolition and debris removal.

d. Workers' Compensation as required by California law.

The coverages referred to under (a) and (b) of this Article 14.1 shall include Licensee as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensor, its officers, agents, or employees.

Licensor, upon the execution of this License, shall furnish Licensee with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Licensor of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of Licensor.

14.2 Licensee's Insurance. Licensee at its sole cost and expense, shall insure its activities in connection with this License by maintaining its self-insurance programs as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence; one million dollars (\$500,000)
2. Personal and Advertising Injury; one million dollars (\$1,000,000)
3. General Aggregate; five million dollars (\$5,000,000)

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this License. The insurance shall have a retroactive date of placement prior to or coinciding with the Effective Date of this License.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.
- c. Property, Fire and Extended Coverage in an amount sufficient to reimburse Licensee for all of its equipment and personal property located on or in the Premises including improvements hereinafter constructed or installed.
- d. Workers' Compensation as required by California law.
- e. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Licensee and Licensor against other insurable risks relating to performance.

The coverages referred to under (a) and (b) of this Article 14.2 shall include Licensor as an additional insured. Such a provision, shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensee, its officers, agents, employees. Licensee, upon the execution of this License, shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to Licensor of any modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of Licensee.

**14.3 Waivers of Subrogation.** Licensor and Licensee each hereby waive any right of recovery against the other due to loss of or damage to the property of either Licensor or Licensee when such loss of or damage to property arises out of the acts of God or any of the property perils included in the classification of fire, extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.

**14.4 Exemption of Licensor from Liability.** Licensee hereby agrees that Licensor shall not be liable for injury to Licensee's business or any loss of income therefrom or for damage to the property of Licensee, Licensee's employees, invitees, customers, or any other person in or about the Premises, nor shall Licensor be liable for injury to the person of Licensee, Licensee's employees, agents or contractors, as a result of any condition of the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Premises, whether the said damage or injury results from conditions arising in the Premises, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Licensee. Licensor shall not be liable for any damages arising from any act or neglect of any other licensee, if any, at the Premises.

**15. Lien Free Condition.** Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause

such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

**IN WITNESS WHEREOF**, the parties have executed this License Agreement the day and year first above written.

**LICENSOR:**

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

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

Its: \_\_\_\_\_

**LICENSEE:**

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

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

Office of the County Counsel

*Approved as to Insurance*

By: Janet McKinley  
*Risk Manager*

Date 4-25-2005

**APPROVED AS TO FORM:**

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

Office of the County Counsel

4-29-2002



**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

0121

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: General Services (Department)  
BY: [Signature] (Signature) 4 (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 General Services Department (Department/Agency)  
and the Regents of the University of California, UCSC Inn (Name/Address)

611 Ocean Street, Santa Cruz, CA 95060

2. The agreement will provide Parking space for County vehicles and  
personal vehicles for County employees

3. Period of the agreement is from 10/1/01 to 6/30/02

4. Anticipated Cost is \$ 2,625/mo not to exceed \$26,250 ☐ Fixed ☒ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: In IV 01/02 - 10 months @ \$2,625/month. \$26,250 total

5. Detail: ☐ On Continuing Agreements List for FY      -      . Page CC-      Contract No:      OR ☒ 1<sup>st</sup> 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 333700 (Index) 4275 (Sub object)

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

Appropriations are available and have been encumbered.  
are not will be

Contract No: 12757

By: [Signature]  
Auditor-Controller Deputy

Date: 04/24/02

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

General Service Dept (Dept/Agency Head) to execute on behalf of the County  
(Department/Agency)

Date:     

By: [Signature]  
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

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Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
TC110	\$					
Auditor Description	Amount	Index	Sub object	User Code		

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