



County of Santa Cruz

0095

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator
1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

August 5, 2002

AGENDA: August 20, 2002

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA. 95060

APPROVAL, OF LEASE AGREEMENT FOR FAMILIES IN TRANSITION PROGRAM

Dear Members of the Board:

Since 1992, the Human Resources Agency has leased office space from the Roman Catholic Bishop of Monterey, California at Holy Cross Church, 210 High Street, for the Families In Transition Program (FIT). This program provides case management and housing assistance services for homeless families with children. The purpose of this letter is to request your Board's approval of a new three-year lease agreement to provide office space for FIT staff.

The most recent lease agreement in the amount of \$21,600 per year, was for a three-year term effective August 1, 1999 through June 30, 2002. The Human Resources Agency has negotiated a new three-year lease at the same rate of \$21,600 for the first year, and these funds have been included in HRA's FY 2002/03 budget. The new agreement includes language allowing for an annual rental rate adjustment based on the San Francisco-Oakland-San Jose Bay Area Consumer Price Index. The term of this agreement is July 1, 2002 to June 30, 2005. The agreement has been approved as to form by County Counsel and Risk Management, signed by the Lessor, and is attached for your information.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the three-year lease agreement with the Roman Catholic Bishop of Monterey, effective July 1, 2002 through June 30, 2005; and
2. Authorize the Human Resources Agency Director to sign the agreement on behalf of the county.

Agenda: August **20,2002**

APPROVAL OF LEASE AGREEMENT FOR FAMILIES IN TRANSITION PROGRAM

Very truly yours,



CECILIA ESPINOLA

Director

Attachments:

Three-Year Lease Agreement for Families in Transition

CE\LK n:\board letters\02-03\admin\FITlease

RECOMMENDED:



SUSAN A. MAURIELLO

County Administrative Officer

CC: Auditor Controller
HRA-Fiscal
General Services
Roman Catholic Bishop of Monterey, California
Families In Transition

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0097

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

FROM: Human Resources Agency (Department)
BY: [Signature] (Signature) 8/7/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resource Agency (Department/Agency)
and Holy Cross Church, 126 High St. Santa Cruz CA 95060 (Name/Address)
2. The agreement will provide office space at 210 High St. RMS #103, #105, #107

3. Period of the agreement is from 7/1/02 to 6/30/05

4. Anticipated Cost is \$ 21,600 FY 02/03 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

later yrs. lease will vary

Remarks: W-9 on file Contact: L. Kerner X4897

5. Detail: ☒ On Continuing Agreements List for FY 02 - 03 . Page CC-11 ~~44~~ Contract No: 21190-01 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 392100 (Index) 3810 (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: 21190-01

By: Renee Harrison Date: 8/9/02
Auditor-Controller Deputy

Sec III this time will be I

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

Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resource Agency (Department/Agency)

Dak: _____

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 approved 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
TC110	\$						
		Auditor Description	Amount	Index	Sub object	User Code	

LEASE AGREEMENT

This lease agreement is made and entered into as of the 1st day of July 2002 by and between the COUNTY OF SANTA CRUZ, HUMAN RESOURCES AGENCY hereinafter designated as Lessee and the ROMAN CATHOLIC BISHOP OF MONTEREY, CALIFORNIA hereinafter designated as Lessor.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **PREMISES:**

Lessor hereby leases to Lessee, and Lessee hires from Lessor, on terms and conditions hereinafter set forth, those certain premises known as Room No. 103, 105 and 107, situated at 210 High Street, Santa Cruz, California 95060, consisting of approximately eighteen hundred (1800) square feet.

2. **TERM:**

The term of this lease shall be for the period from July 1, 2002 through June 30, 2005.

3. **RENT:**

Lessee shall pay to Lessor the sum of Eighteen Hundred dollars (\$1,800) per month, said rent due and payable on the first calendar day of each month. The rent shall be subject to annual increases on July 1 of each year following the first year of the Lease (the "Anniversary Date"), including during any extended term. The annual rent increases shall be determined by the percentage difference in the Consumer Price Index according to the following computation: The Base Index shall be the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area (on the basis of 1982-1984=100). The formula for the adjustment shall be determined by multiplying the rent that applied in the month immediately preceding the Anniversary Date by a fraction, the numerator of which is a number reached by subtracting the Base Index from the Index published nearest but prior to July 1, 2002 (the "Adjustment Index"), and the denominator of which is the Adjustment Index. Notwithstanding the foregoing, rent shall never decrease

4. **UTILITIES:**

Lessor shall pay for water, garbage and all of the utilities supplied to the demised premises during the term of this lease. Telephone expenses, including installation, repairs, and service fees will be the responsibility of Lessee, who will maintain telephone service separate from that of the Lessor.

5. **USE OF PREMISES:**

The demised premises shall be used by the Santa **Cruz** County Human Resources Agency (HRA).

6. **REPAIRS, ALTERATIONS AND IMPROVEMENTS:**

Without first obtaining Lessor's consent, Lessee, its agents, employees, contractors or residents shall not make or install any alterations, improvements, additions or fixtures that affect the exterior or interior of the premises or any structural, mechanical, or electrical components on the premises. Such consent shall not be unreasonable withheld.

During the period of this contract and for all general purposes, Lessee shall arrange for and pay for all repairs, maintenance, and improvements, including cleaning of the premises on a regular weekly basis. Under unusual circumstances the payment of repairs, maintenance, and improvements shall be jointly agreed upon by Lessor and Lessee.

7. **LESSOR'S ACCESS TO PREMISES:**

Lessor shall have the right at all reasonable hours, and in time of emergency, at all times to inspect the premises and to make repairs, additions, or alterations mutually agreed upon by the parties hereto.

8. **DAMAGE OR DESTRUCTION:**

In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance so as to become partially or totally untenable, the same shall be repaired or rebuilt as speedily as possible at the expense of the Lessor, unless Lessor shall elect not to repair or rebuild as provided in the following paragraph, and should there be a substantial interference with the Lessee's business. The rent shall be reduced in the proportion that the area of the premises that are not usable bears to the total area of the premises until the premises are repaired or rebuilt.

If more than fifty percent (50%) of the premises shall be destroyed or so damaged by fire or other casualty insurable under full standard extended risk insurance as to become totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then, in either event, Lessor may, if it so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this lease as of a date not later than thirty (30) days after any such damage or destruction. If Sublessor elects to rebuild or repair the building it shall, within thirty (30) days after such damage or destruction, give Lessee notice of its intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild. Unless Lessor elects to terminate this lease, this lease shall remain in full force and effect and the rent shall be reduced in the proportion that the area of the premises that are not usable bears to the total area of the premises until the premises are repaired or rebuilt.

9. CONDEMNATION:

If title to all or the premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu of eminent domain, or if title to so much of the premises will not result in the premises being reasonable suitable for Lessee's continued occupancy for the use and purposes for which the premises are leased, then, in either event, this lease shall terminate on the date that possession of the premises or part of the premises is taken.

All compensation awarded or paid upon a total or partial taking of the fee title of the premises shall belong to the Lessor provided, however, that Lessee shall be entitled to receive any award made for the taking of or damage to Lessee's trade fixtures and any improvements made by Lessee to the premises which Lessee would have had, but for the condemnation, the right to remove or expiration or sooner termination of this lease; and any relocation award that the Lessee would be entitled to.

10. INDEMNIFICATION:

- A. Excepting the sole negligence of Lessor and excepting defects in the premises which existed as of the time of occupancy or during Lessee's occupancy under this Lease and not caused or contributed to by Lessee, Lessee shall defend, indemnify and hold Lessor and its trustees, officer, directors, agents, employees, representatives and consultants harmless from and against all claims, damages, losses, and suits for injuries, including death, to any person or damage to any property arising from Lessee's occupancy of the premises.
- B. Lessor shall defend, indemnify and hold Lessee, its officers, agents, employees, and volunteers harmless from and against all claims, damages, losses, and suits for injuries arising from death or injury to any person, or damage to any property arising out of defects, whether latent or patent, in the premises which exist at the time of or during Lessee's occupancy of the premises and not caused or contributed to by Lessee, or arising out of Lessor's sole negligence.

11. ASSIGNMENT AND SUBLETTING:

Without Lessor's consent, Lessee shall not assign this lease, or any interest in this lease. Lessor agrees not to unreasonably withhold his consent.

12. TERMINATION:

Both Lessee and Lessor have the right to terminate this agreement. Such termination requires 60 days notice by the party terminating the lease.

13. OPTION - ONE (1) YEAR OPTION TO RENEW:

Lessee to be given the option to renew this lease for a period of one year subject to all terms and conditions of this lease. Rental for the option period shall be based on the CPI adjustments noted in paragraph 3, above.

14. NOTICES:

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this lease by either party to the other party shall be in writing and shall be sufficiently given and served upon the other if sent by certified mail, return receipt requested, postage prepaid and addressed to Lessor as indicated below.

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

LESSEE:

County of Santa Cruz
Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060

LESSOR:

Roman Catholic Bishop of Monterey, California
Holy Cross Church
126 High Street
Santa Cruz, CA 95060

Cecilia Espinola
HRA Director

FR. Mark Stetz

N:\admin\leases\filelease

Approved as to form:

Approved as to insurance:

Marie Costa 7-30-02
County Counsel

Jaret McKinley 7-22-2002
Risk Management