

BOARD OF SUPERVISORS AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors

105 E. Anapamu Street, Suite 407 Santa Barbara, CA 93101 (805) 568-2240

Department

General Services

Name:

Department No.:

063

For Agenda Of:

12/8/2009

Placement:

Administrative

Estimated Tme:

Continued Item:

No

If Yes, date from:

Vote Required:

4/5

TO:

300-

Board of Supervisors

FROM:

3.3

Department

Bob Nisbet, Director (560-1011)

Director(s)

General Services Department

Contact Info:

Paddy Langlands, Assistant Director (568-3096)

Support Services Division

SUBJECT:

Adult Probation Report and Resource Center Lease at 509 W. Morrison Av., SM;

ORES Folio #003615; Fifth Supervisorial District

County Counsel Concurrence

Auditor-Controller Concurrence

As to form: Yes

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors approve and execute a Lease Agreement with the Center for Employment Training, a California non-profit corporation, for 1,529 square feet of office and class/meeting room space located at 509 W. Morrison Avenue, in Santa Maria (APNs 123-172-007, -008, & -013), for implementation and operation of an Adult Probation Report and Resource Center. The term is for one (1) year commencing upon Board approval and expiring on November 30, 2010, and includes annual renewal options so long as funding is available. The rent is fixed at \$764.50 per month for the term and any extensions, and includes utilities, water/sewer, and trash.

Summary Text:

Approval of this Agreement will grant the Probation Department use of 1,529 square feet of office and class/meeting room space and common area restrooms and access hallways in the Center for Employment Training Building located at 509 West Morrison Avenue, in Santa Maria, for a term of 1 year, at a monthly rent amount of \$764.50 (\$.50 per square foot) for implementation of an Adult Probation Report and Resource Center program.

Subject:

Adult Probation Report and Resource Center Lease at 509 W. Morrison Av., SM; ORES

Folio #003615; Fifth Supervisorial District

Agenda Date: December 8, 2009

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Background:

The Probation Report and Resource Center (PRRC) is a pilot program established to allow for the supervision of adult offenders. The collaboration provides an alternative to traditional detention while giving offenders the opportunity for exposure to life skills and evidence-based programming. The program will include an evidence-based core group of programming that all participants would complete and an adjunct needs driven menu of services. The core group components would include GED/vocations, substance abuse prevention, evidence-based cognitive behavioral programming and a parenting/family component. The target population for the program is currently 18 to 25 year olds.

The office and class/meeting room space located at 509 West Morrison Avenue, in Santa Maria, is a portion of the building owned and operated by the Center for Employment Training (CET). CET currently works with several of Probation's clients and is experienced in dealing with this population. The familiarity of the CET campus by this population will in all likelihood encourage continued participation in the PRRC program. Probation will provide programming deemed appropriate for the target population and will directly facilitate or secure providers on a rotating schedule. Probation staff will also conduct routine case work such as drug testing, counseling and case management duties at the PRRC.

This Agreement will enable the Probation Department to implement and operate the PRRC for adult offenders in the Santa Maria and neighboring communities. The location is ideal and CET has offered the premises at a rental rate that is well below market value. Once the PRRC is operating successfully at this location, Probation plans to expand the program to the south county.

Fiscal and Facilities Impacts:

Budgeted: Yes, for FY 2009/2010. There are no facilities impacts associated with this project.

Fiscal Analysis:

Funding Sources	Current FY Cost:		Annualized On-going Cost:		Total One-Time Project Cost	
General Fund	\$	4,969.25	\$	9,374.00	and and an arrangement of the second	\$1700.00*
State				•		•
Federal						
Fees						
Other:						
Total	\$	4,969.25	\$	9,374.00	\$	1,700.00

Narrative:

The Current FY Cost is the base rent of \$764.50 x 6.5 months. The Annualized Ongoing Cost is base rent, plus monthly telephone/cable service. Utilities are included in the base rent. Total One-Time Project Cost is estimated for ITD Support. Funds for this lease agreement are included in the Probation Department's FY 2009-10 adopted budget. Executing this agreement will not increase the General Fund contribution to the Probation Department.

Subject: Adult Probation Report and Resource Center Lease at 509 W. Morrison Av., SM; ORES

Folio #003615; Fifth Supervisorial District

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Special Instructions:

After Board action, the Clerk should distribute as follows:

1. Original executed Document - Official Board Files

2. Duplicate Original Document and Minute Order - GS/Real Estate Services, Attn: Connie Smith

Attachments:

Lease Agreement (2)

Authored by Connie Smith, Office of Real Estate Services.

Project:

Probation Lease at 509 W.

Morrison Avenue, SM

APN:

123-172-007, -008, & -013

Folio:

003615

Agent:

CS

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter "Agreement," is entered into by and between

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and

THE CENTER FOR EMPLOYMENT TRAINING, a California non-profit corporation, hereinafter referred to as "LESSOR,"

with reference to the following:

WHEREAS, LESSOR is the owner of the property and building located at 509 West Morrison Avenue, Santa Maria, California, 93454, Assessor Parcel Numbers 123-172-007, -008 and -013, commonly known as The Center for Employment Training (hereinafter "Property"), identified as the diagonally-slashed area of Exhibit "A", attached hereto and incorporated herein by this reference, and

WHEREAS, COUNTY is interested in leasing a portion of the Property for the implementation and operation of a Probation Report and Resource Center (PRRC) to provide a supervised adult offenders program designed as an alternative sanction, as well as providing a variety of services which would benefit adult offenders in the Santa Maria and neighboring communities; and

WHEREAS, LESSOR has experience working with COUNTY'S target population for the PRRC and desires to partner with COUNTY by providing a portion of the Property to COUNTY at below market value; and

WHEREAS, COUNTY and LESSOR desire to enter into a Lease Agreement (hereinafter "Agreement") for the purpose of leasing a portion of the Property to COUNTY.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and conditions contained herein, the COUNTY and LESSOR agree as follows:

1. <u>ADMINISTRATION AND ENFORCEMENT</u>: The provisions of this Agreement shall be administered and enforced for COUNTY by the COUNTY'S Chief Probation Officer, or their designee, in the Probation Department, and for LESSOR by LESSOR and/or LESSOR'S legal representative.

- LEASED PROPERTY: LESSOR hereby leases to COUNTY and COUNTY hereby takes from LESSOR, a portion of the building located at 509 West Morrison Avenue in Santa Maria, California. The portion to be leased by COUNTY shall consist of exclusive use of approximately 1,237 square feet of office and class/meeting room space and common area restrooms, and hallways, for a total of 1,529 square feet (hereinafter "Premises") as shown on Exhibit "B", attached hereto and incorporated herein by reference. COUNTY shall have nonexclusive use of parking on the Property.
- Probation Report and Resource Center (PRRC) program for adult offenders in the Santa Maria and neighboring communities. COUNTY'S target population for the PRRC is 18 25 year olds. The PRRC is a supervised adult offenders program designed to provide an alternative to traditional detention while giving offenders the opportunity for exposure to life skills and evidence-based programming. The programming will include GED/vocational training, substance abuse prevention, cognitive behavioral programming and a parenting/family component. COUNTY staff will directly facilitate or secure providers on a rotating basis for the program and will conduct routine case work which includes, but is not limited to, on-site drug testing, counseling and routine case management duties.
- 4. <u>HOURS OF OPERATION</u>: LESSOR shall not obligate COUNTY to conform to any set schedule of business hours and will access the Premises at non-traditional times for the purpose of conducting COUNTY business.
- 5. <u>TERM/ANNUAL RENEWALS</u>: The term of this Agreement is for a period of one (1) year commencing on the date of approval by COUNTY (hereinafter "Commencement Date") and expiring on November 30, 2010, unless sooner terminated or extended as hereinafter provided.

Provided COUNTY is in good standing at the end of the then current term, COUNTY, through the Chief Probation Officer, or designee, may renew for successive one-year terms under the same terms and conditions by written notification to LESSOR on or before September 1st of each year.

- 6. **RENT:** Rent for the term of this Agreement and any extensions thereof, shall be SEVEN HUNDRED SIXTY FOUR AND 50/100 DOLLARS (\$764.50) per month. Rent shall be due and payable no more than 30 days after the Commencement Date, and on the first (1st) day of each and every calendar month thereafter, except as provided herein. The rent due for any period, which is for less than one (1) calendar month, shall be prorated based upon a thirty- (30) day month. Payment of rent shall be made to LESSOR at the address stated in Section 13, *NOTICES* or to such other person or place as LESSOR may from time to time designate in writing.
- 7. NONAPPROPRIATION: LESSOR understands that monies paid to LESSOR by COUNTY as rent are derived from local sources, including local taxes, and are subject to curtailment, reduction, or cancellation. COUNTY shall have the right to terminate this Agreement in the event that such curtailment, reduction, or cancellation occurs. Termination shall be effective

upon the expiration of thirty (30) days after the mailing of termination notice by COUNTY to LESSOR, and the liability of the parties hereunder for further performance under the terms of the Agreement, except as otherwise set forth in this Section and in Section 14, <u>INDEMNIFICATION</u>, herein below, shall thereupon cease, but neither party shall be relieved of their duty to perform their obligations up to the date of termination.

8. <u>CONDITION/ALTERATIONS/TENANT IMPROVEMENTS</u>: LESSOR and COUNTY shall collaborate on the design for alterations to the Premises that will best facilitate the needs of the PRRC. LESSOR shall make moderate alterations to the Premises at no cost to COUNTY.

COUNTY shall install no tenant improvements within or upon the Premises without the prior written consent of LESSOR. Any improvements shall be performed at COUNTY'S expense and COUNTY shall be responsible for obtaining all required permits prior to the commencement of work. Upon termination of this Agreement, all such improvements shall remain, or be removed by COUNTY at LESSOR'S option. In the event of removal, COUNTY shall restore all walls, floors, and ceilings to their original condition insofar as is reasonably practicable.

9. <u>MAINTENANCE AND REPAIR</u>: During the term of this Agreement, and any extensions, LESSOR agrees to maintain the Property including landscaping and parking lots, in a safe, clean and professional manner at its sole expense. COUNTY shall reimburse LESSOR for any maintenance or repairs to the Premises due to damage caused by the willful negligence of COUNTY'S clients attending the PRRC. LESSOR shall have the maintenance or repair completed in a timely manner and shall invoice COUNTY for the actual cost of such maintenance or repair. If the maintenance or repair requires the expertise of a professional licensed contractor, LESSOR shall present COUNTY with a copy of the paid licensed contractors invoice for reimbursement. COUNTY shall pay the invoices within thirty (30) days of receipt.

LESSOR shall provide COUNTY with an emergency 24-hour maintenance/repair contact name and number, in the event that the Premises or Property requires immediate maintenance or repair such that COUNTY'S operations thereon will be negatively impacted by any delay.

COUNTY agrees to keep and maintain in good condition the Premises. Upon termination or expiration of this Agreement, COUNTY will return the Premises to LESSOR, in good order, reasonable wear and tear excepted.

10. <u>UTILITIES AND JANITORIAL SERVICES</u>: LESSOR shall pay all charges for utilities, trash, water and sewer serving the Property and Premises. COUNTY shall make all arrangements for and shall pay when due all charges for telephone, cable and internet services including any required connection charges.

LESSOR shall provide janitorial services for the common area restrooms and hallways including stocking restrooms with soap, toilet paper and paper towels as needed. COUNTY shall provide janitorial services for the office and class/meeting space only.

11. **NONDISCRIMINATION:** LESSOR shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this article shall constitute a material breach hereof and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

- 12. **QUIET ENJOYMENT:** LESSOR covenants that COUNTY, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the Premises. LESSOR further covenants that it will not deliberately interfere or permit others claiming under LESSOR, including other tenants of LESSOR, to interfere with COUNTY'S peaceful possession or use of the Premises. COUNTY covenants that LESSOR, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the remaining portions of the Property. COUNTY further covenants that it will not deliberately interfere or permit others claiming under COUNTY, to interfere with LESSOR'S peaceable use of the Property.
- 13. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

COUNTY: County of Santa Barbara

Probation Department

2121 S. Centerpointe Parkway Santa Maria, CA 93455-6139

Karen Wheeler, Deputy Chief Probation Officer

(805) 882-3700

LESSOR: Center for Employment Training

509 W. Morrison Avenue Santa Maria, CA 93454

Gabriel Morales (805) 928-1737

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States mails, postage prepaid Certified mail, or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, shall constitute the date of service.

14. **INDEMNIFICATION:** COUNTY shall defend, indemnify, and save harmless LESSOR, its officers, agents and employees (if any) from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of COUNTY or its agents, employees, or independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the LESSOR.

LESSOR shall defend, indemnify, and save harmless COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or

attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of LESSOR, his agents, employees, or independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

15. <u>INSURANCE</u>: LESSOR understands and acknowledges that the COUNTY is permissively self-insured for Workers Compensation. Documentation of self-insurance as authorized by the State of California will be provided if requested. COUNTY is self insured for General and Automobile Liability Insurance. COUNTY shall provide Fire Legal Liability coverage as part of the General Liability Policy in excess of ONE MILLION DOLLARS (\$1,000,000.00).

LESSOR shall maintain property insurance on the building, including the Premises, throughout the term of this Agreement.

- 16. MUTUAL WAIVER OF SUBROGATION RIGHTS: LESSOR and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by LESSOR or COUNTY, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either LESSOR or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be. The foregoing waiver of subrogation shall be offered only so long as any such policy carried by LESSOR will not be invalidated thereby.
- 17. <u>TAXES AND ASSESSMENTS</u>: LESSOR shall pay and discharge all property taxes and assessments, including special assessments, if any, levied upon the Property and/or Premises during the term of this Agreement, or any extension thereof.
- 18. **DEFAULT**: Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, then this Agreement shall terminate at the option of the nondefaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.
- 19. **REMEDIES**: In the event of a default or breach by either party, the nondefaulting party may exercise any right or remedy at law or in equity which such nondefaulting party may have by reason of such default or breach including but not limited to the following:
- A. Either party may waive the default or breach in accordance with Section 20, *WAIVER*, herein below.
- B. Either party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

- C. Where COUNTY is the nondefaulting party, COUNTY may terminate this Agreement and surrender possession.
- D. Where LESSOR is the nondefaulting party, LESSOR may terminate this Agreement, and regain possession of the Premises. If LESSOR lawfully removes property of COUNTY, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, COUNTY.
- 20. <u>WAIVER</u>: It is further understood and agreed that any waiver, express or implied, of any breach of any term of this Agreement shall not be a waiver of any subsequent breach of a like or any other provision of this Agreement.
- 21. <u>TERMINATION</u>: This Agreement shall terminate and all rights of COUNTY shall cease and COUNTY shall quietly and peacefully deliver to LESSOR, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:
- A. At the expiration of the term or any extension, pursuant to Section 5, *RENT/ANNUAL RENEWALS*; or
- B. Upon thirty (30) days notice given to LESSOR pursuant to Section 7, NONAPPROPRIATION; or
- C. Upon discrimination by LESSOR in violation of Section 11, NONDISCRIMINATION; or
- D. Upon the failure of either party to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 18, <u>DEFAULT</u>; or
- E. Upon the total destruction of the Premises, as provided in Section 24, <u>DESTRUCTION OF THE PREMISES</u>.
- 22. <u>ABANDONMENT</u>: COUNTY shall not vacate or abandon the Premises at any time during the term of this Agreement and if COUNTY shall abandon, vacate, or surrender said Premises, any personal property belonging to COUNTY and left on the Premises more than thirty (30) days after termination of this Agreement shall be deemed abandoned, at the option of the LESSOR.
- 23. **FIXTURES:** The parties agree that all improvements to, or fixtures on, the Premises, made or added by either party, except trade fixtures added by COUNTY that may be removed as hereinafter provided, shall be and become the property of LESSOR upon their being affixed or added to the Premises. At the termination of the term hereof, COUNTY may remove such trade fixtures as it shall have affixed or added to the Premises (if any) which may be removed without damage to the Premises.
- 24. <u>DESTRUCTION OF THE PREMISES</u>: If the Premises are totally destroyed by fire or any other cause, this Agreement, at the option of COUNTY, shall terminate.

If a loss renders any portion of the Premises unusable, COUNTY may choose to remain or may terminate this Agreement by written notice to LESSOR. Should COUNTY choose to remain, LESSOR shall promptly repair the Premises within ninety (90) days of the casualty.

25. <u>AGENCY DISCLOSURE</u>: LESSOR acknowledges that the General Services Department, Support Services Division of COUNTY, is the agent for the COUNTY exclusively, and is neither the agent for the LESSOR nor a dual agent in this transaction.

COUNTY acknowledges that the LESSOR is the agent for itself exclusively, and is neither the agent for the COUNTY nor a dual agent in this transaction.

- 26. OBLIGATIONS TO SECURED LENDER/FORECLOSURE: In case of a foreclosure or other proceeding by which the lender or its successor takes title to the Premises, COUNTY will accept the lender or its successor as the lawful landlord in place of LESSOR. COUNTY shall provide such estoppel or attornment certificates as the lender, or successor, may require, without subordination of this Agreement.
- 27. <u>CAPTIONS</u>: The title on headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.
- 28. <u>SEVERABILITY</u>: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 29. <u>AMENDMENTS</u>: This Agreement may be amended by written consent of both parties. Said amendments, once fully executed shall, like the Agreement, be binding upon heirs, successors, and assigns of all parties hereto.
- 30. <u>SUCCESSORS IN INTEREST</u>: This Agreement shall bind and enure to the benefit of the parties hereto, their respective personal representatives, heirs, successors in interest, and assigns.
- 31. <u>WASTE AND NUISANCE</u>: COUNTY shall not commit, nor suffer to be committed, any waste upon the Premises, nor permit any nuisance to exist thereon.
- 32. <u>CERTIFICATION OF SIGNATORY</u>: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LESSOR to its terms and conditions or to carry out duties contemplated herein.
- 33. EXECUTION IN COUNTERPARTS: This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

- 34. <u>FACSIMILE SIGNATURES</u>: In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.
- 35. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

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Project:

Probation Lease at 509 W. Morrison

Avenue, SM

APN:

123-172-007, -008, & -013

Folio:

003615

Agent:

CS

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement to be effective on the date executed by COUNTY.

"COUNTY" COUNTY OF SANTA BARBARA ATTEST: MICHAEL F. BROWN Chair, Board of Supervisors CLERK OF THE BOARD Date:____ Deputy Clerk "LESSOR" CENTER FOR EMPLOYMENT TRAINING APPROVED: Printed Name and Title By: _____ Patricia J. Stewart, Chief Probation Officer Probation Department Printed Name and Title APPROVED AS TO FORM APPROVED AS TO FORM: **DENNIS MARSHALL** ROBERT W. GEIS, CPA COUNTY COUNSEL AUDITOR-CONTROLLER By: ____ By: _ Kevin E. Ready, Sr. Deputy Deputy County Counsel APPROVED: APPROVED: By: __ Ronn Carlentine, SR/WA Ray Aromatorio, ARM, AIC Real Estate Services Manager Risk Program Administrator

Project:

Probation Lease at 509 W. Morrison

Avenue, SM

APN:

123-172-007, -008, & -013

Folio: Agent:

003615

CS

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement to be effective on the date executed by COUNTY

effective on the date executed by COUNTY. "COUNTY" COUNTY OF SANTA BARBARA ATTEST: MICHAEL F. BROWN Chair, Board of Supervisors CLERK OF THE BOARD Deputy Clerk "LESSOR" CENTER FOR EMPLOYMENT TRAINING Printed Name and Title Ву: _____ Patricia J. Stewart, Chief Probation Officer Probation Department Printed Name and Title APPROVED AS TO FORM APPROVED AS TO FORM: DENNIS MARSHALL ROBERT W. GEIS, CPA COUNTY COUNSEL AUDITOR-CONTROLLER By:_ Kevin E. Ready, Sr. Deputy Deputy County Counsel APPROVED: APPROVED: By: __ Ronn Carlentine, SR/WA Ray Aromatorio, ARM, AIC Real Estate Services Manager Risk Program Administrator

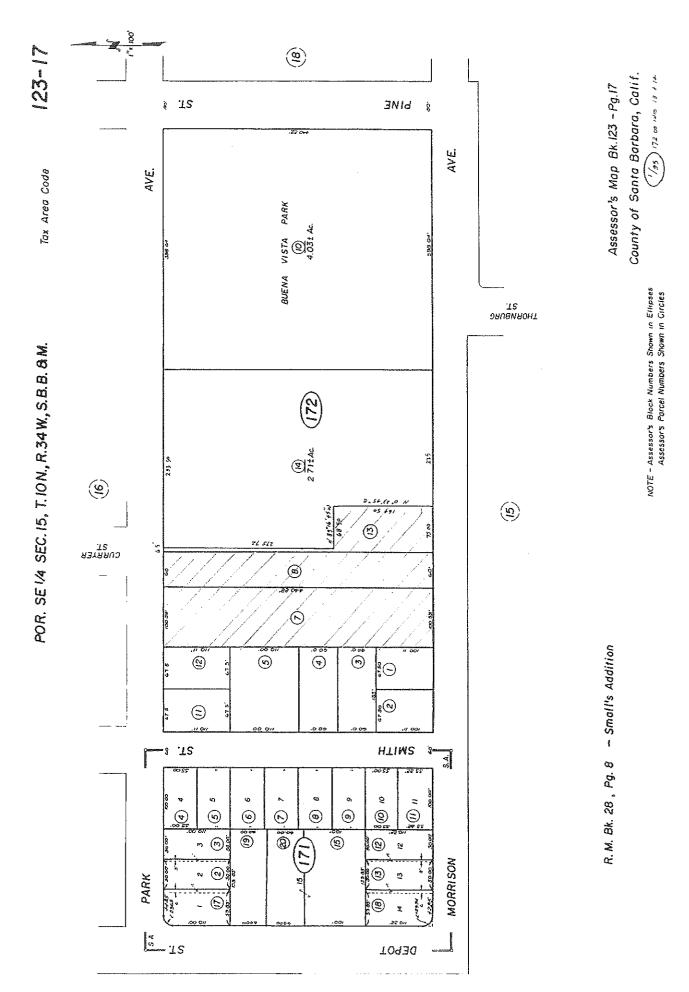
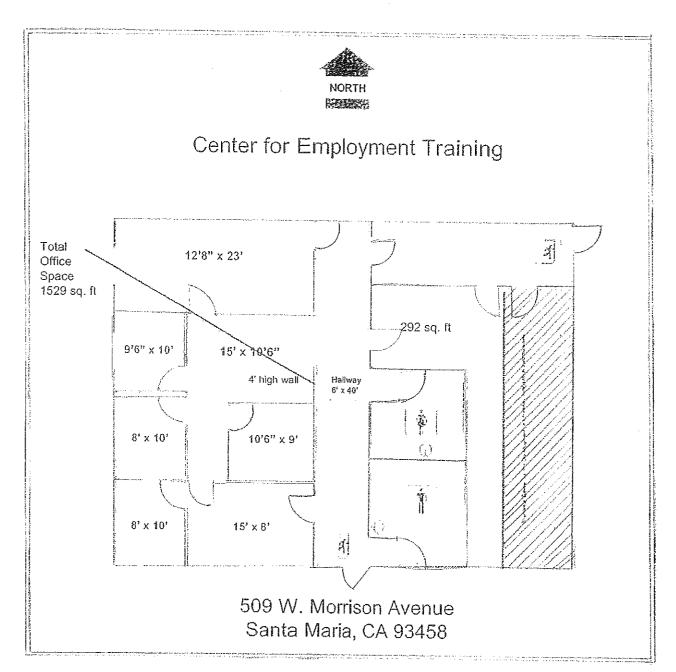


EXHIBIT A - Property



--Not to scale--

Unshaded area available to Probation

Shaded area: space currently occupied, and unavailable to Probation