

Attachment 1.

Board Agenda Item D15, 7/09/91, Parking Lease

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JUL 10 1991

HUMBOLDT COUNTY DEPT. OF SOCIAL SERVICES

AGENDA ITEM NO. 15-16



COUNTY OF HUMBOLDT

For meeting of: July 9, 1991

DATE: June 28, 1991

TO: BOARD OF SUPERVISORS

FROM: John Frank, Director, DSS

SUBJECT: Proposed Lease for Parking at Emergency Shelter
LEASE ON FILE WITH THE CLERK OF THE BOARD.

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve the Lease between County of Humboldt and Apostolic Faith Church and direct the Chair to execute two (2) copies of the Lease.
2. Direct the Clerk to the Board to route the executed duplicate copy to the Director, DSS.

DISCUSSION:

On June 27, 1991, the Department of Social Services began operation of the County owned Emergency Shelter Facility for abused and neglected children at 2956 D St., Eureka. The facility has very limited parking space for staff and visitors. The Real Property division has developed with County Counsel's Office the proposed Lease of parking space at the Apostolic Faith Church, which is located across from the facility. DSS staff recommend that the Board approve and execute the Lease.

FINANCIAL IMPACT:

The monthly lease cost of \$200.00 is 100% revenue offset (no county cost), under current subventions.

OTHER AGENCY INVOLVEMENT:

Real Property Division; County Counsel

ALTERNATIVES TO STAFF RECOMMENDATIONS:

N/A

Prepared by: Winston Kavanaugh

CAO Approval: [Signature]

REVIEW:

Auditor _____ County Counsel RJK Personnel _____ Risk Manager S.Kh Other _____

TYPE OF ITEM:

- Copies to:
- Consent Auditor-Controller
 - Departmental CAO
 - Public Hearing _____
 - Other County Counsel

PREVIOUS ACTION/REFERRAL:

Board Order No. _____ (Social Service-Win Kavanaugh to handle)
Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Dixon
seconded by Supervisor Neely
and unanimously carried by those members present, the Board hereby adopts the recommended action contained in this report.

Dated: July 9, 1991

BRUCE RUPP, Clerk of the Board

by: [Signature]

ABSENT: SUPERVISOR PRITCHARD

LEASE

This lease is entered into on July 9, 1991 between APOSTOLIC FAITH CHURCH, herein called LESSOR, and the COUNTY OF HUMBOLDT, herein called COUNTY.

WHEREAS, COUNTY desires to lease premises for the Department of Social Services, and LESSOR desires to lease the premises described herein to COUNTY;

NOW, THEREFORE, it is mutually agreed as follows:

(1) PREMISES

LESSOR leases to COUNTY and COUNTY leases from LESSOR the following described premises located in Eureka, County of Humboldt, State of California:

Parking located at 272 Harris Street, AP# 10-261-12. The location of the premises is more particularly shown on Exhibit A, which is attached hereto and incorporated herein.

(2) USE OF PREMISES

The premises shall be used for parking (10) spaces for County employees and/or visitors to the Shelter for Abused Children, 2956 D Street.

(a) Parking spaces are to be used Monday through Friday during working hours only, 7:00 a.m. to 6:00 p.m.

(b) Designated spaces begin at the corner of Harris and D Streets and shall be the 10 stalls facing D Street, as shown on Exhibit A.

(3) TERM OF LEASE

The initial term of this lease shall commence upon execution by the County and continue on a month-to-month basis until terminated by either party upon written notice 30 days prior to the end of any one month period.

(4) RENT

The initial rent (one month) shall be \$300.00. Thereafter, COUNTY shall pay to LESSOR as rent for the leased premises a monthly rental of \$200.00.

Rent shall be paid, in advance, on the first day of each month, except that in the event that COUNTY'S occupancy shall

(1) Thirty (30) days prior written notice of any material change or cancellation.

(2) The above mentioned insurance policies shall constitute primary insurance as to the COUNTY, its Board of Supervisors, its officers, agents, employees, and volunteers so that any other policies held by COUNTY shall not contribute to any loss under said insurance policies.

C. The COUNTY reserves the right to obtain complete copies of the original insurance policies, if the COUNTY Risk Manager decides to do so.

D. If LESSOR does not keep the above mentioned insurance policies in full force and effect during the life of the agreement, COUNTY, at the LESSOR'S expense, may elect to purchase the necessary insurances, and LESSOR agrees to pay the cost of said insurances or, in the alternative, COUNTY may elect to treat the failure to maintain requisite insurance as a breach of contract and terminate the agreement as provided herein.

E. This agreement shall not be executed by COUNTY until certificates or other sufficient proof that these insurance provisions have been complied with are filed with the Clerk of the Humboldt County Board of Supervisors.

F. COUNTY shall furnish evidence of Comprehensive General Liability Insurance, including public liability and premise liability with a minimum limit of \$1,000,000.00 combined single limit covering all bodily injury and property damage, including legal fees. APOSTOLIC FAITH CHURCH, its officers and employees shall be named as additional insured.

(9) PARKING

Ten (10) spaces as shown on Exhibit A.

(10) DESTRUCTION OF PREMISES

In the event the premises are destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this lease upon written notice within thirty (30) days following the date of loss.

If such casualty occurs and a portion of said premises are still usable by COUNTY, the rent shall be prorated on a square footage basis of usable space until the premises are restored to their original condition. Payment of prorated rent shall not constitute a waiver of COUNTY'S right to terminate this lease as provided in this paragraph.

In the event that the premises are destroyed in whole or in part by fire or other casualty, and the cost of restoring the

class mail to the respective addresses set forth below:

LESSOR: Apostolic Faith Church
272 Harris Street
Eureka CA 95501

COUNTY: County of Humboldt
Department of Public Works
1106 Second Street
Eureka CA 95501

It shall be deemed that notice is validly given upon deposit in the United States mail.

(15) ASSIGNMENT

This lease shall not be assigned, by either party, without the written consent of the other party. Such consent shall not be unreasonably withheld.

(16) ATTORNEYS' FEES

In the event of any litigation arising between the parties related to this lease, or the rights and duties of either party with respect thereto, the prevailing party shall be entitled to reasonable attorneys' fees.

(17) WAIVER OF BREACH

The waiver by LESSOR of any breach of any provision of this lease shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this lease.

(18) BINDING EFFECT

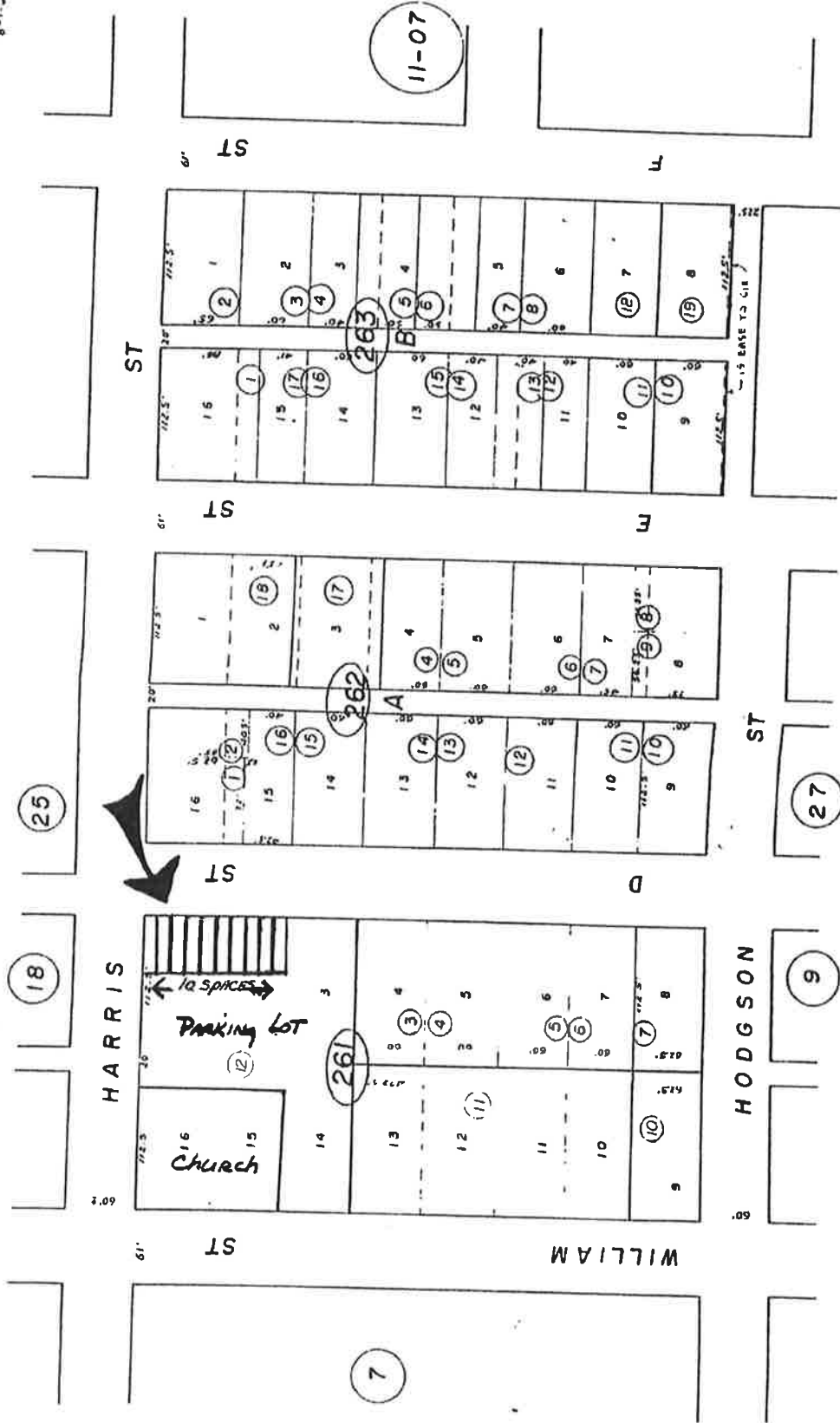
All provisions of this lease shall be fully binding upon, and inure to the benefit of the parties and to each of their heirs, executors, successors, and assigns.

10-26
3-00-50

T.C.A

1" = 80'

CITY OF EUREKA



JOHNSON TRACT

LS 1-66

FOSTER ADDN.

LS 3-41