



COUNTY OF SAN MATEO  
SHERIFF'S OFFICE  
Interdepartmental Correspondence

Date: August 24, 2001  
Agenda Date: September 11, 2001

TO: Honorable Board of Supervisors

FROM: Sheriff Don Horsley

SUBJECT: Lease Agreement with Jerome Mertens for housing space located at 731 Valota Road, Redwood City for Sheriff's Office personnel commuting from outside the Bay Area.

Recommendation

Adopt a Resolution authorizing the President of the Board of Supervisors to execute a Lease Agreement with Jerome Mertens for housing space located at 731 Valota Road, Redwood City for use by the Sheriff's Office.

Background

Changing demographic and commuting travel characteristics have resulted in significant challenges for Deputies and Correctional Officers throughout the Sheriff's Office, who reside outside the traditional "Bay Area" counties. Due to the lack of affordable housing for new personnel, the majority of new officers hired who own homes live in zip code areas outside the counties immediately contiguous to the San Francisco Bay. Travel distance to work is increasing, and with increased traffic congestion, so is the average commuting travel time. As a result, retention of employees has become a significant issue. Vacancies for Sheriff's Deputy positions have been in double digits for the past 18 months, and we are now also beginning to experience recruitment challenges with our Correctional Officer series – recent application totals for C.O. positions have been well below previous year levels. Over the last year we have been losing an average of one to three veteran Deputies each month to outside agencies, typically to police departments closer to their place of residence. While all County departments are experiencing similar recruitment/retention challenges, the situation is arguably more acute for Sheriff's Deputies because of the large number (close to 100 within the greater Bay Area) of local police and State law enforcement agencies which are competing for trained officers at any given time, and the period of time required to background, hire and train replacements.

In a continuing effort to address this issue, the Sheriff's Office has been exploring ideas to assist in easing the stress of long commutes. In June, a Housing Survey was sent out to all Sheriff's personnel. The purpose of the survey was to determine the need for basic

housing during shift assignments and for court appearances, at minimal or no cost to our personnel. The Sheriff's Office also established a committee consisting of Deputies who travel long hours to work and home.

Both the survey and committee responded favorably to a need for basic housing during shift assignments and for court appearances. Outplacement interviews with departing staff also indicate that lack of close-in housing during shift assignments, and corresponding long commutes to/from work, were a major "quality of life" factor in their decisions to seek employment elsewhere.

### Discussion

The Sheriff's Office is proposing to offer basic housing for Deputies during shift assignments as well as for court appearances. The basic housing will allow Deputies a place to sleep near work rather than commuting the long distance back home and return for a shift starting 12 hours later. Basic housing will aid in retention as well as rested and productive employees.

The Valota Lease Agreement presented for your consideration is summarized as follows:

1. The term is for 1 year, commencing on the 15<sup>th</sup> of August, 2001. The Agreement expires on the 15<sup>th</sup> of August 2002. (Since the landlord had other rental offers on the property, it was necessary to make a tentative commitment on July 24<sup>th</sup> to hold the house pending negotiation of the lease agreement. It was agreed with the landlord that the first rental payment would include pro-rated daily rent from that date, as noted in a written addendum on the signature page.)
2. The monthly rent is \$3,000.
3. The Sheriff's Office will provide and pay for all utilities.
4. Lodging is provided free of charge to Deputies\*, but food and all personal expenses are the individual's responsibility.
5. A janitorial service will provide basic cleaning and maintenance services and a linen service will be utilized to launder bedding. Personal laundering is the individual's responsibility.
6. Beds will be reserved by deputies in advance. Typical stays would be three nights per week, corresponding with an officers 12-hour shift.
7. There are separate areas housing men and women; cohabitation is not permitted.
8. Strict guidelines will be imposed and individual contracts signed to ensure that deputies stay in compliance with all regulations. Anyone violating these guidelines will have housing privileges revoked \*.
9. Insurance will be provided through Risk Management at a moderate additional cost.

- \* In order to retain clear rights for revoking housing privileges, if required, it was recommended that the department be the sole lessor of the property.

Other Departmental Assistance

County Counsel has reviewed and approved this Resolution and Agreement. The lease was negotiated through the Real Property Division of the County Manager's Office. A joint committee consisting of representatives of those agencies as well as Risk Management and Employee Relations advised Sheriff's personnel in development of this agreement and related policies, and will continue to assist the process as required.

Fiscal Impact

Total expenses including rent, utilities, insurance, maintenance and cleaning service are projected to be approximately \$5,500 per month. The Sheriff's Office has requested that this amount be allocated from final year-end fund balance, so that it is included in the Final FY 2001-02 Budget, with no additional net County cost. The success of this one-year trial program will be evaluated and reported back to your Board during the June, 2002 budget hearings, so that a determination can be made whether to extend the lease for an additional period.

Cc Steve Alms, Real Property Manager  
Carol Woodward, Deputy County Counsel  
Priscilla Morse, Risk Manager  
Tim Sullivan, Employee Relations Manager  
Lt. Vicky O'Brien

Resolution No. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND JEROME MERTENS 731 VALOTA ROAD,  
REDWOOD CITY**

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**RESOLVED**, by the Board of Supervisors, County of San Mateo, State of California, that:

**WHEREAS**, in an effort to improve retention of trained Deputies who must commute increasingly long distances to report for their work shifts, the Sheriff's Office desires to provide temporary lodging within San Mateo County for Deputies to rest and sleep between work shifts; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby Jerome Mertens will provide rental housing located at 731 Valota Road, at a monthly rent of \$3,000; and

**WHEREAS**, this Board of Supervisors has been presented with a form of said agreement, and has examined same, and desires to enter into said agreement with Jerome Mertens for the provision of rental housing for a one-year period:

**NOW, THEREFORE, BE IT RESOLVED THAT:** the President of this Board of Supervisors be, and is hereby authorized to execute the agreement for and on behalf of the County of San Mateo, and the Clerk of this Board of Supervisors shall attest his signature thereto.

\* \* \* \* \*

COUNTY OF SAN MATEO

RESIDENTIAL RENTAL AGREEMENT

(No. 1252)

This is intended to be a legally binding contract -

Read it carefully and consult an attorney.

1. PARTIES. This Rental Agreement dated, for reference purposes only, this First day of August, 2001, is made by and between Jerome W. and Karen Mertens, husband and wife ("LANDLORD") whose address is:

Jerry Mertens  
465 Woodside Drive  
Woodside, CA 94062

and the COUNTY OF SAN MATEO a political subdivision of the State of California ("TENANT") whose address is:

County of San Mateo  
Real Estate Services  
455 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

Both Parties agree as follows:

2. PREMISES. Landlord rents to Tenant and Tenant hires from Landlord those premises described as San Mateo Assessor's Parcel Number 058-184-060, together with the improvements thereon, and commonly known as 731 Valota Road, Redwood City, California, together with all fixtures and the furniture and appliances as set forth in Exhibit A, which is attached hereto and made a part hereof by reference ("Premises").

Tenant has examined the Premises and all furniture, furnishings and appliances, if any, and all fixtures contained therein, and accepts the same as being clean and in good order, condition and repair, with the exceptions set forth, if any, in Exhibit B, which is attached hereto and made a part hereof by Reference.

3. TERM. The term of this Rental Agreement shall be for the period commencing on the delivery of a fully executed copy of this Agreement to the Parties (estimated to be the 15th day of August, 2001), and expiring on the 31<sup>st</sup> day of August, 2002.

4. MONTHLY RENTAL. Tenant agrees to pay Landlord as rental, without prior notice or demand, for the Premises the sum of Three Thousand Dollars (\$3,000.00) on or before the first day of the first full calendar month of the term hereof. The first partial month's rental payment, if any, shall be paid within five (5) days after the commencement date of

this Agreement as established under Section 3, TERM. The rent shall be paid at or mailed to Landlord's address first set forth hereinabove, or at any address designated by the Landlord in writing.

5. LATE PAYMENT. In the event Landlord has not received the monthly rental by the due date, Landlord shall immediately notify Tenant (Real Property Division of the County Manager's Office) whereupon Tenant will endeavor to expedite payment prior to the tenth (10th) of the month when due. Any payment of rent not received by the tenth (10<sup>th</sup>) of the month when due shall be considered a late payment. Tenant hereby acknowledges that the late payment of rent or any other sums due hereunder will cause Landlord to incur costs not contemplated by this rental agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc. Accordingly, if any payment of rent or of any other sum due Landlord is not received or post marked within ten (10) days after its due date, a late charge of TWENTY AND NO/100 DOLLARS (\$20.00) shall be added to the payment, and the total sum shall become immediately due and payable.

Both parties hereto agree that such late charge represents a fair and reasonable estimate of the costs that Landlord would incur by reason of Tenant's late payment. Acceptance of such late charge (and/or any portion of the overdue payment) by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue payment, nor prevent Landlord from exercising any of the other rights and remedies hereunder.

6. DISHONORED CHECKS. Payment of rent may be made by check. Tenant agrees to pay Landlord a special handling charge of FIVE AND NO/100 DOLLARS (\$5.00) for any check dishonored by the bank for any reason. This charge shall be added to and become part of Tenant's obligations hereunder, and shall be in addition to any charge for late payment provided for in this rental agreement. Tenant agrees to pay Landlord immediately upon request any and all charges for dishonored checks.

7. NOT USED.

8. USE. The Premises are leased for use as a residence on an occasional basis by members of the staff of the Sheriff of the County of San Mateo or such invitees as the Sheriff may from time to time designate. No animal, bird, or pet except those of the canine corps shall be kept on or about the Premises without Landlord's prior written consent.

9. NUISANCE. Tenant shall not disturb, annoy, endanger or interfere with neighbors, nor use the Premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the Premises.

10. UTILITIES. Tenant agrees to make all arrangements and pay for all utilities and services used by it at the Premises including, but not limited to, gas, electricity, water, sewer, telephone service, janitor service and trash collection, and all connection charges based upon Tenant's occupancy of the Premises.

11. MAINTENANCE. Tenant shall keep the Premises and furniture, furnishings and appliances therein, if any, in a neat, clean and orderly condition at all times, including watering of shrubs and lawns and not permitting rubbish, tin cans, garbage, paper, etc., to accumulate thereon at any time; not to commit, suffer or permit any waste on the Premises or any acts of violation of any laws or ordinances; nor to use or permit the use of the Premises for any illegal or immoral purposes; and to comply with all State, County and local laws and ordinances concerning the use and occupancy of the Premises. Non-operable cars shall not be parked or stored on the driveway, garage, or anywhere on the Premises, and no major automobile repair work is to be performed on or around the Premises.

It is expressly understood that Landlord shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to the Premises, and Tenant hereby agrees to accept the Premises "AS IS." It is understood that Tenant shall make all necessary repairs to the Premises as part of the consideration of this lease. Notwithstanding any provision to the contrary in this rental agreement, Tenant shall have no responsibility to repair or replace the foundation, bearing and exterior walls (excluding glass and doors), subflooring, roof or unexposed electrical, plumbing, and sewage systems, except in the case of damage caused by Tenant. No credit will be allowed Tenant for the cost of any repairs performed or ordered done by Tenant unless said credit is authorized in advance by Landlord in writing.

12. ALTERATIONS. Tenant shall not paint, wallpaper, nor make alterations or additions to the Premises without Landlord's prior written consent.

13. SUBLET/ASSIGNMENT. Tenant shall not let or sublet all or any part of the Premises nor assign this rental agreement or any interest in it without prior written consent of Landlord.

14. ENTRY. Upon not less than 24 hours advance notice, Tenant shall make the Premises available during normal business hours to Landlord or its authorized agent or representative, for the purpose of entering (a) to make necessary agreed repairs, decorations, alterations or improvements or to supply necessary or agreed services, and (b) to show the Premises to prospective or actual purchasers, tenants, workers, or contractors.

In an emergency, Landlord, his agent or authorized representative may enter the Premises at any time without securing prior permission from Tenant for the purpose of making corrections or repairs to alleviate such emergency.

15. ABANDONMENT. If Tenant abandons or vacates the Premises, Landlord may at its option terminate this rental agreement, and regain possession in the manner prescribed by law.

16. EVICTIION. In case of default and breach of any provision of this rental agreement by Tenant, Landlord shall have the right to terminate this rental agreement and evict Tenant in accordance with California law.

17. TERMINATION. Either party may terminate this Rental Agreement at will and without cause by giving written notice to the other party thirty (30) days in advance.

18. REAL PROPERTY TAX. Landlord shall pay or cause to be paid, before delinquency, any and all taxes and assessments levied against the Premises.

19. INSURANCE. Tenant is presently self-insured in the amount of \$250,000 each occurrence giving rise to personal injury and property damage liabilities for which Tenant could be held responsible. In addition, Tenant presently has in force excess insurance in the amount of \$1,750,000 per occurrence. Said self-insurance and excess insurance provide coverage for personal injury and property damage liabilities arising out of the acts and/or omissions of Tenant, its officers, agents, invitees and employees, while on the Premises. Tenant, upon request of Landlord, shall furnish Landlord with a Certificate of Insurance that shall provide that Landlord would receive ten (10) days' prior notice of cancellation, change in scope or modification in coverage of such coverage. Nothing herein shall be interpreted to require Tenant or its insurer to provide a defense for, to provide insurance for, or to indemnify Landlord except as may be otherwise required by law.

Landlord, at its cost, shall maintain combined public liability and property damage insurance with liability limits of not less than One Million Dollars (\$1,000,000) insuring against all liability of Landlord and its authorized representatives in connection with the use or occupancy of the Premises.

20. HOLD HARMLESS. Landlord shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of landlord, his officers, agents and/or employees. County shall defend, save harmless, and indemnify landlord from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees. In the event of concurrent negligence of County, its officers and/or employees, and landlord or his agents, officers and/or employees, the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

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21. SURRENDER OF PREMISES. At the expiration or termination of this Lease, Tenant shall surrender to Landlord possession of the Premises. Tenant shall leave the Premises in good condition, normal wear and tear excepted, and except as may be specifically provided to the contrary in other provisions of this Lease.

"TENANT"

By \_\_\_\_\_  
Michael D. Nevin  
President, Board of Supervisors  
COUNTY OF SAN MATEO

Resolution No. \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of said Board

"LANDLORD"

By Jerome W. Mertens 8-22-01  
Jerome W. Mertens  
By Karen Mertens 8-22-01  
Karen Mertens

\* Rent to be paid from 24<sup>th</sup> of July to contract  
Day - Jerome W. Mertens

V. Oppen  
8/22/01

**Attachment to Lease**

August 15, 2001

Regarding property located at:

731 Valota Road  
Redwood City, Ca. 94061

In response to a request, by the County of San Mateo, to provide a list of furnishings in residential rental unit at the above address.

1. Brown leather sofa
2. Blue hide-a-bed sofa
3. 2 ea. Fabric arm chairs
4. 2 ea. Leather arm chairs
5. White formica kitchen table
6. Floor lamp
7. 2 ea. Table lamps
8. 2 ea. End tables
9. Brown leather comfort chair
10. Drapes and blinds ( window coverings )
11. All Electric appliances
  - a) dishwasher
  - b) garbage disposal
  - c) cook-top stove
  - d) double oven
  - e) refrigerator

**EXHIBIT A**