

SACRAMENTO ADDRESS
Room 3154
STATE CAPITOL
95814
TELEPHONE: 445-6994

DISTRICT OFFICE
STATE BUILDING, ROOM 1048
350 McALLISTER STREET
SAN FRANCISCO, CA 94102
TELEPHONE: (415) 357-2662

SOUTHERN CALIFORNIA OFFICE
STATE BUILDING, ROOM 8009
107 SOUTH BROADWAY
LOS ANGELES, CA 90012
TELEPHONE: (213) 620-2620



MEMBER CALIFORNIA LEGISLATURE
18TH ASSEMBLY DISTRICT
SAN FRANCISCO
MEMBER:
BOARD OF REGENTS
UNIVERSITY OF CALIFORNIA
BOARD OF TRUSTEES
THE CALIFORNIA STATE
UNIVERSITY AND COLLEGES

19

July 18, 1980

Honorable Phil Isenberg
Mayor of Sacramento
Room 308, City Hall
Sacramento, California 95814

RE: Request for Item on Agenda

Dear *Phil* Isenberg:

We would like to make a special request of the City Council to allow Narsai David of North Berkeley to cater a dinner at the Sacramento Convention Center on August 20.

Assemblyman John T. Knox is retiring from the California Legislature this year after serving for 20 years. As a special tribute to Mr. Knox we would like Narsai David to cater the dinner. Mr. Knox and Narsai David have had a special relationship for many years and Narsai's has catered many dinners for Mr. Knox.

Narsai David, in addition to catering dinners at the Old Governor's Mansion here in Sacramento, has catered for special events all over the world. Mr. David is willing to post a performance bond and supply his own insurance for this event. He is also willing to hire extra help here in Sacramento. Narsai's has agreed to cater this special dinner for \$25 per person and we expect to have approximately 750 to 1000 people attend.

FILED Thank you for your consideration on this matter
By the City Council
Office of the City Clerk

Sincerely,

Leo
LEO T. MCCARTHY

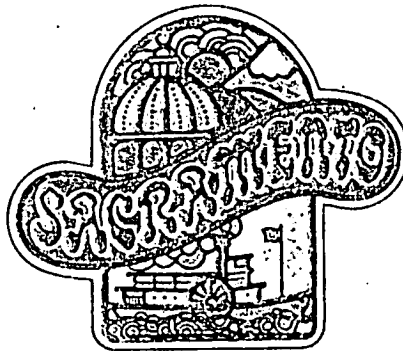
FILED
By the City Council
Office of the City Clerk

Cont 40
8-5-80

AUG 5 1980

JUL 29 1980

LTM/mg



25

COMMUNITY/CONVENTION CENTER
CITY OF SACRAMENTO
SAM J. BURNS, GENERAL MANAGER

July 25, 1980

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Dinner Honoring Assemblyman John Knox

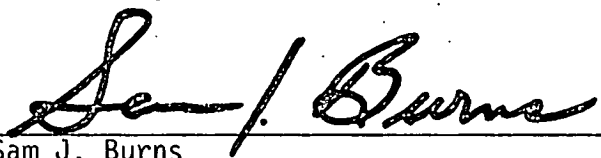
Recently I have received a considerable number of phone calls into my office requesting that I waive our catering policies so that a Berkeley caterer may cater the meal planned for the dinner in honor of Assemblyman John Knox. (This dinner is scheduled for August 20, 1980, in the Community Center Exhibit Hall B-C.) I also understand that some calls have been made to the Mayor's Office and possibly to other members of the Council.

As most of this has been handled through our Booking Coordinator, Toni Ellingson, I asked her to prepare a memo which would list, in sequence, the events involved with our contract for this particular event, and I have attached a copy of her memo to this.

I should point out to the Mayor and members of the Council prior to Tuesday's Council Meeting (July 29, 1980), at which time Leo T. McCarthy has requested to appear, that we have not refused Narsi's Catering (Berkeley) the right to cater in the Community Center and that we have had absolutely no contact with the caterer whatsoever other than on April 10, 1980, Sandi Klagge, Deputy Director of Legislation, picked up a Catering Application Packet that was supposed to be for Narsi's Catering in Berkeley. There has been no other contact with Narsi's.

Again, I must stress that we are not refusing Narsi's to cater in the facility, but are only requiring that they, as with all other caterers, must conform to our rules and regulations. (Copies of rules and regulations concerning catering as approved by Mayor and Council are attached.)

If there are any questions regarding this, I will be at the Council Meeting on Tuesday night to answer them.



Sam J. Burns

SJB/bjk
Attachments (2) SACRAMENTO, CALIFORNIA 95814 • (916) 449-5291
cc: Walter J. Slipe





CITY OF SACRAMENTO
COMMUNITY/CONVENTION CENTER

MEMORANDUM

(916) 449-5291

July 16, 1980

To: Sam J. Burns, General Manager
From: Toni Ellingson, Booking Coordinator
SUBJ: DINNER HONORING ASSEMBLYMAN JOHN KNOX

- 4-7-80 Tentative hold placed on Metro Room for June 10, 1980, by Sandi Klagge. Stated they wished to use caterer other than ones on our list. Informed caterer must complete application and supply insurance to meet our requirements, copies of various permits and required deposit.
- 4-10-80 Sandi picked up Catering Application package for Narsi's, Berkeley.
- 5-1-80 No further word. Called Sandi and left message for her to call.
- 5-7-80 Still no word. Left another message.
- 5-16-80 Still no word. Left message to effect, "If I do not hear from her today, will assume she is no longer interested and will cancel hold".
- 5-30-80 Still no word. Cancelled hold.
- 6-26-80 Kate Henriksen placed tentative hold on Metro Room for August 18, 1980. (estimated attendance 500-700). Stated "she was aware of caterers, alcoholic beverages, etc."
- 6-27-80 Kate called to check other dates -- possibility of change of dates.
- 6-30-80 Kate called to check availability of August 20, 1980. Informed Exhibit Hall was available but not Metro Room. Set appointment with her to view Exhibit Hall at 10:30 a.m. today. --Cancelled Metro Room for August 18, 1980; tentative hold placed on Exhibit Hall B-C (estimated attendance now 700-1,000) with portion to be draped for reception. Toured Exhibit Hall B-C.
- 6-30-80 Kate called to confirm Exhibit Hall B-C for August 20, 1980, and stated they wish to use another caterer (Narsi's). Informed her of rules and regulations regarding catering, also that Sandi had picked up Catering Application forms on April 10, 1980. Kate admitted she had the forms.
- 7-1-80 Contract #2726 mailed to Leo T. McCarthy, Speaker of Assembly, for Exhibit Hall B-C, August 20, 1980.
(Contract was due to be returned July 14, 1980.)

TE/cat

Toni Ellingson

CONCESSIONS AND CATERING

Distinction between catering or banquet services and the food and beverage services must be made for clarification and understanding.

Catering and banquet services are defined in the Sacramento Community/Convention Center as the preparation and serving of food at a per plate per person charge. This can be construed to be in a group price or individual person price.

Concession sales of food and beverage sales are defined in the Sacramento Community/Convention Center as the preparation and sale of all food stuffs, beverages (alcoholic and non-alcoholic), and novelties at a per item charge. These items would consist of but not be limited to: hot dogs, soft drinks, candy, cigarettes, beer, mixed alcoholic drinks, coffee, wine, popcorn, peanuts, cotton candy, sno cones, hamburgers, assorted sandwiches, and doughnuts.

If at any time there is a dispute between which category any item or sale falls, the Sacramento Community/Convention Center General Manager will make the final decision.

BANQUET FOOD SERVICE

Notice is hereby given that the Sacramento Community/Convention Center is inviting application from catering firms to do business in the Center.

For the purposes of banquet food service, the Center will have open catering. This is to mean it is the intention of the City to enter into an agreement for use of the Center kitchen facilities with restaurateurs and caterers who are licensed to do business in the city of Sacramento and who meet the qualifications for approval as established by the General Manager.

Licensees will be given the list of approved caterers so they may select the vendor of their choice.

It should be pointed out that the kitchen facilities in the Center are not intended as a preparation kitchen. Preparations may have to take place at the vendor's place of business and brought to the Center for holding and serving.

The attached forms must be completed in full for qualification to serve into the Sacramento Community Center. Applicants are invited to call for an appointment to tour the Center facilities prior to completing food service forms.

Effective July 1, 1979:

For the privilege of doing business in the Sacramento Community/Convention Center Complex, the Caterer will make an annual minimum payment to the City of Sacramento in the amount of six thousand dollars (\$6,000.00) or fifteen percent (15%) of the gross revenue, whichever is greater, to be paid in advance in quarterly increments of one thousand five hundred dollars (\$1,500.00).

A catering charge will be made in the amount of two hundred dollars (\$200.00) for the Main Kitchen and twenty-five dollars (\$25.00) for the upstairs Pantry or fifteen percent (15%) of the gross, whichever is greater, per day. In addition, a kitchen inspection fee of twenty-five dollars (\$25.00) may be charged for each use. This catering charge includes table and chair setups (as available). These charges will be applied to the advance payments.

Gross revenue shall be construed to mean the aggregate amount of all income, less state and city sales tax paid, from the food and banquet catering services performed, or sales made, which may be authorized under the terms of the written contract, whether for cash or credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not.
(Statement of Gross Receipts, S.C.C. Form #013.)

QUALIFICATION FORM FOR BANQUET FOOD FOR THE
SACRAMENTO COMMUNITY/CONVENTION CENTER COMPLEX

MINIMUM QUALIFICATIONS FOR CATERING:

The Caterer must have been in the food and restaurant and/or banquet catering business and successfully operated each such business for a period of at least three (3) years prior to the making of an application.

INSTRUCTIONS

Caterers must present evidence that they are fully competent and have the necessary facilities, experience and financial resources to fulfill the conditions of the agreement or agreements and general terms and conditions. To provide information on this point, Caterer must submit as part of this proposal information stipulated in this questionnaire.

Failure to submit these Qualification Forms with all questions completely answered may be grounds for disqualification.

The applicant submitting this proposal warrants the following:

The applicant (which for purposes of the experience factors in this Qualification Form shall mean the individual, firm, or if a partnership, the partnership itself or the managing partner thereof, or if a corporation, the corporation itself or the managing officer thereof):

1. Has been engaged in the restaurant and/or banquet catering business for _____ years.
2. Has successfully operated a food business, serving the general public for _____ years.
3. What is the largest banquet your firm has successfully served? _____
4. For purposes of catering for the Sacramento Community Center, what is the largest gathering your firm can serve?

FOOD SERVICES

Catering as defined in the Sacramento Community/Convention Center Complex is the preparation and serving of food at a per plate per person charge. (Not to be confused with concession sales of a per item charge.)

So that there is a consistency in service and quality of catering, the following rules and regulations must be met by a bonified catering firm before they may do business within the Community/Convention Center Complex.

1. QUALIFICATION:

The caterer must have on file with the Community Center General Manager ninety (90) days prior to use of the building:

- a. Copies of all permits and/or licenses required by any federal, state, county, and city agencies to do business in the City of Sacramento.
- b. Financial statement (CC Form #CA001).
- c. List of equipment and staff (CC Form #CA002).
- d. State of ability to perform (CC Form #CA003).

2. CONTRACT REQUIRED:

Sixty (60) days prior to doing business in the Sacramento Community/Convention Center Complex, the Caterer must sign a written contract with the City (Form SCC#010).

3. CONSIDERATION: (Effective July 1, 1979)

For the privilege of doing business in the Sacramento Community/Convention Center Complex, the Caterer will make an annual minimum payment to the City of Sacramento in the amount of six thousand dollars (\$6,000.00) or fifteen percent (15%) of the gross revenue, whichever is greater, to be paid in advance in quarterly increments of one thousand five hundred dollars (\$1,500.00).

A catering charge will be made in the amount of two hundred dollars (\$200.00) for the Main Kitchen and twenty-five dollars (\$25.00) for the upstairs Pantry or fifteen percent (15%) of the gross, whichever is greater, per day. In addition, a kitchen inspection fee of twenty-five dollars (\$25.00) may be charged for each use. This catering charge includes table and chair setups (as available). These charges will be applied to the advance payments.

Gross revenue shall be construed to mean the aggregate amount of all income, less state and city sales tax paid, from the food and banquet catering services performed, or sales made, which may be authorized under the terms of the written contract, whether for cash or credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not. (Statement of Gross Receipts, Form SCC #013.)

4. KITCHEN:

The Sacramento Community/Convention Center will furnish to the Caterer the sole and exclusive right to the use of the kitchen and storage space designated in the Community Center for catering purposes during the term of each contracted use and the General Manager shall have all rights of necessary ingress and egress to the storage spaces and kitchen.

5. EQUIPMENT:

The Caterer will be responsible for maintaining the assigned premises and equipment in good repair, and the replacement of any equipment damaged or missing through his operation. The cost of installing additional equipment, when approved by the City, will be borne by the Caterer, and such equipment will be the property of the City.

6. OTHER LICENSEES:

The Caterer shall not infringe upon concession operators within the premises. This catering contract shall be limited to the serving of food (meals), continental breakfasts, and related foods for party functions. The Caterer shall not interfere with the free distribution of foods or drinks or any other items of any nature whatsoever, where such distribution has been authorized by the Community Center General Manager. The Caterer will be required to extend or modify operations upon the request of any lessee, when it has been approved by the Community Center General Manager that it is in the best interest of the lessee, or it is necessary to comply with the terms of the agreement between the City and said lessee.

7. UTILITIES:

The City will furnish all normal utilities in connection with these operations, excluding telephone service, except in no event will there be an increase in utility services as they exist at the date of these agreements without prior approval of the Community Center General Manager. The City reserves the right to any or all revenues received from all paid telephones installed in these areas.

8. MAINTENANCE OF LICENSED FACILITIES AND EQUIPMENT:

The Caterer will be responsible for maintaining a proper state of cleanliness in the spaces occupied by him and in any other areas that require cleaning due to his operation. He shall provide trash and garbage containers of the type approved by the Community Center General Manager, or his authorized representative. The Caterer shall maintain all premises in accordance with all health departments, and shall keep at all reasonable times said premises open for proper inspection by duly authorized representatives of the City or other agencies charged with the duty of inspecting or maintaining health and sanitation standards.

9. EMPLOYEES AND SERVICE:

All employees of the Caterer shall be neatly attired in clean uniforms and name tags identifying the Caterer and approved by the Community Center General Manager. The Caterer shall provide a high level service with the minimum of one (1) waitress or waiter for every twenty-four (24) persons to be served for any one banquet function, plus one (1) helper for each waitress or waiter. All employees shall be paid the prevailing wage as determined by the current collective bargaining agreement with the union caterers in the Sacramento area.

10. ADVERTISEMENTS:

Number, size, wording, location and method of installing advertising signs must be approved by the Community Center General Manager or his authorized representative.

11. MENU AND PRICING:

The Caterer shall submit all menus and prices to the Community Center General Manager or his authorized representative for approval. Menus and meal prices shall be comparable to those menus and prices made for the same kind and quality of service for similar establishments elsewhere within the City of Sacramento, allowing for the sale of only the highest quality food and beverage products.

12. DELIVERIES:

Deliveries of all supplies, goods, wares, merchandise and equipment shall be made at the service entrance of the building.

13. RIGHT OF ENTRY:

Personnel, authorized by the City, shall be permitted to enter the said premises at all reasonable times of the day to examine the same or make such repairs therein as shall be deemed necessary by the Community Center General Manager, or his authorized representative, and may enter upon and pass through or over said premises for the purposes of showing the premises to persons wishing to lease the Community Center proper.

14. TABLE SERVICE:

In serving the public, the Caterer will not use any plastic or paper material, such as paper cups, napkins, table coverings, or plates or plastic utensils or cups, unless first authorized in writing by the Community Center General Manager. All service must be with cloth napkins and table coverings, glass and metal. All service equipment must be approved by the Community Center General Manager or his appointed representative.

15. INSURANCE:

a. All Risk Insurance (except Earthquake and Flood)

Through the term of this agreement, Caterer shall, at its sole cost and expense, maintain insurance coverages with a clause waiving rights of subrogation against the City, its agents, officers, and employees against the perils of fire and such perils as are included in the standard extended coverage endorsement, including vandalism and malicious mischief on furniture, fixtures and other personal property owned by the Caterer, with waiver of subrogation.

b. Bodily Injury, Personal Liability and Property Damage Insurance

Permittee shall maintain in full force and effect during Permittee's use and occupation of said facilities as herein provided, and any extension thereof at Permittee's expense, bodily injury, personal liability, products liability, and property damage insurance. Said policy shall not be less than \$500,000.00 Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, County of Sacramento, Sacramento Community Center Authority, Sacramento Convention & Visitors Bureau, their officers, employees, and agents are to be Named Insureds under the policy, and the

policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by City or other Named Insured will be called on to contribute to a loss covered thereunder.

This policy shall provide that the policy shall not be cancelled prior to the termination of this agreement or until the Community Center General Manager shall have received 30 days written notice of such cancellation. Permittee shall furnish the Community Center General Manager with a copy of City's standard Certificate of Insurance showing such insurance to be in full force and effect during the term of this agreement. This policy is due prior to execution of this contract by the General Manager; but in no case less than 60 days prior to occupancy. Community Center General Manager has the right to waive this requirement.

16. WORKERS' COMPENSATION:

Caterer, by executing this contract, shall certify that he is aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that he will comply with such provisions before commencing performance of this contract. Caterer shall present adequate evidence to the General Manager of the existence of Workers' Compensation insurance policy or of the Caterer's ability to undertake self-insurance prior to the execution of this agreement. Limits of coverage shall be \$300,000.00 for any one person, for all of his employees, under the terms of this agreement.

17. CERTIFICATES OF INSURANCE:

Certificates of insurance shall be furnished to City and shall be kept current at all times. The certificates shall provide that if the policy or policies should be cancelled by the insurance company or Caterer during the term of this agreement thirty (30) days written notice prior to the effective date of such cancellation will be given to the Community Center.

18. INDEMNITY:

Caterer agrees to indemnify and hold harmless the City of Sacramento, County of Sacramento, Sacramento Community Center Authority, Sacramento Convention & Visitors Bureau, their officers, employees, and agents against any and all claims, demands, causes of action, damages, costs, and liabilities in law or in equity, of every kind and nature whatsoever, directly or indirectly resulting from or caused by the use and occupation of the facilities hereinabove described, whether such use is authorized or not, or from any act or omission of Caterer, or any of its officers, agents, employees, guests, patrons, or invitees; and the Caterer shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against the City of Sacramento, County of Sacramento, Sacramento Community Center Authority, Sacramento Convention & Visitors Bureau, their officers, employees, and agents, or any such claim, demand or cause of action, and the Caterer shall pay and satisfy any judgment or decree which may be rendered against the City of Sacramento, County of Sacramento, Sacramento Community Center Authority, Sacramento Convention & Visitors Bureau, their officers, employees, and agents in any such suit, action or other legal proceedings; and Caterer shall pay for any and all damages to the property of the City for loss or theft of such property, done or caused by Caterer, its officers, agents, employees, guests, patrons and invitees.

19. LAWS AND ORDINANCES:

The Caterer shall procure all permits and licenses, pay all charges and fees necessary and incidentals to the lawful conduct of the services. He shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances and regulations which, in any manner, affect the fulfillment of the agreement and comply with the same.

20. PERFORMANCE BOND:

Caterer, at the time of execution of this agreement, may be required to furnish City with a valid surety bond in the principle sum of ten thousand dollars (\$10,000.00) issued by a surety company qualified to do business in the State of California and acceptable to City. Said surety bond shall be maintained and kept by Caterer in full force and effect during the entire term of his agreement, and shall be conditioned to insure the faithful and full performance by Caterer and of all the covenants, terms and conditions of his agreement, and to stand as security for payment by Caterer of any valid claim on the part of City against Caterer.

21. ASSIGNMENT:

Caterer shall not assign any rights acquired hereby nor hypothecate or mortgage his agreement without first obtaining the written consent of City.

22. ENFORCEMENT OF AGREEMENT:

In the event any action or suit or proceedings is brought to collect the rent due or to become due hereunder, or any portion thereof, or to take possession of said premises, or to enforce compliance with his agreement, or for failure to observe any of the covenants of his agreement, Caterer agrees to pay City a reasonable amount as attorney's fees in addition to the amount found to be due City.

23. BREACH OF AGREEMENTS:

If at any time, in the opinion of the City, within the policy established by the City, Caterer has failed to render services of proper quality or failed to perform, keep, or observe any of the terms, covenants, or conditions herein contained on the part of the Caterer to be performed, kept and observed, City may give Caterer written notice to correct such conditions or cure such default and if any such conditions or default shall continue after said written notice then, and in that event, the agreement shall cease and expire. Thereupon, the City or its duly authorized representative may employ other parties to carry the contract to completion in such manner as the City may deem proper. Any excess costs arising therefrom will be charged against the Caterer and his surety who will be liable therefor. In the event of such termination, all money due the Caterer or retained under the terms of the agreement shall be forfeited to the City, and such forfeiture will not release the Caterer or his surety from liability for failure to fulfill the agreement. The Caterer and his surety will be credited with the amount of money so forfeited toward any excess costs arising from the termination of the agreement and determining the questions whether there has been any such.

noncompliance with the agreement, the decision of the City shall be binding upon all parties to the agreement.

24. CANCELLATION:

The City, when in its judgment feels it will best serve the public interest, may cancel the agreement upon forty-eight (48) hours written notice.

25. TERMINATION:

Upon termination of this agreement, through passage of time or otherwise, Caterer shall assist City in an orderly transfer of the operation.

26. PUBLIC USE OF THE COMMUNITY CENTER:

The Community Center is primarily for the use of the public for the purpose of attending conventions, trade shows, exhibits, sporting and other types of events held in such a building and the public right to such use shall not be infringed upon by any activity of the Caterer. The responsibility of the Caterer shall be to render service to the public in a dignified manner and the Caterer agrees to perform such service to all persons, regardless of race, color, creed, sex or place of national origin.

27. NON-WAIVER PROVISION:

No waiver or default by City of any of the terms, covenants, or conditions hereof to be performed, kept or observed by Caterer shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained. Acceptance of rentals by City for any period or periods after a default of any of the terms, conditions and covenants herein contained shall not be deemed a waiver of any right on the part of City to cancel this agreement for failure by Caterer to so perform, keep, or observe any of the terms, covenants, or conditions of this agreement.

28. AFFIRMATIVE ACTION:

Concessionaires, caterers and all other labor contractors that are issued permits to work within the Sacramento Community Center Complex shall make a concerted effort to employ a work force which is representative of the minority population of the City of Sacramento.

Concessionaires and all others with long term contracts with the City shall meet with the General Manager within fifteen (15) days after the award of contract and shall, within ninety (90) days after said award, complete preparation of an affirmative action plan to achieve a work force which is fully integrated. Said plan is to be fully acceptable to the General Manager. The City shall furnish current data relating to percentages of minority population within the City of Sacramento.

The City may terminate any contract for failure by the concessionaire, caterer, or other labor contractor to demonstrate, without good cause, as determined by the General Manager, compliance with or substantial progress toward the goals set forth in the approved affirmative action plan. Prior

to any termination, the City shall give notice of noncompliance and a sixty (60) day period thereafter within which to make progress toward compliance.

The Caterer agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The Caterer further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

The Caterer will, in all solicitations or advertisements for employment of employees placed by or on behalf of the General Manager, state that all qualified applicants will receive consideration for employment without regard to sex, race, color, religion, ancestry, or national origin.

The Caterer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the General Manager's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

29. ACCOUNTING RECORDS AND REPORTS:

The Caterer will furnish all information and reports required by the City of Sacramento, and will permit access to his books, records and accounts by the City of Sacramento for purposes of investigation to ascertain compliance with the above.

30. AUTHORITY OF THE COMMUNITY CENTER GENERAL MANAGER:

The Community Center General Manager, acting for and on behalf of the City, shall, within the policy established by the Sacramento City Council, decide any or all questions which may arise as to the acceptability of services rendered and as to the manner of interpretation of the conditions and all specifications and all questions as to acceptable fulfillment of the agreement.

31. NON-LIABILITY OF CITY:

It is understood by Caterer that the City of Sacramento is a lessee of the Community Center Complex and that all the agreements, contracts and licenses are subject to the terms and conditions of the City's lease with the Community Center Authority and that should the City's lease be terminated or expire, or should the City be unable to perform any of the conditions or covenants of its agreements because of other lease provisions, that there be no liability to the City.