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CITY OF SACRAMENTO

DEPARTMENT OF FIRE

FIRE ADMINISTRATION

William R. Powell
Fire Chief

December 18, 1985

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: CONTRACT WITH LOS RIO COMMUNITY COLLEGE FOR CLASSROOM SPACE

SUMMARY

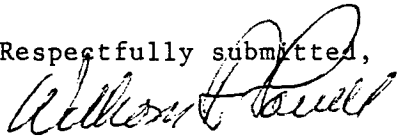
The Los Rios Community College is in need of classrooms to house some of their Fire Science Programs. The Sacramento Fire Department Training Division has classrooms available after 4:00 PM which suit the Los Rios Community College needs and the revenue generated by the use of these rooms will assist in the further development of the Fire Department's Training Division. This contract will expire June 30, 1986.

FINANCIAL DATA

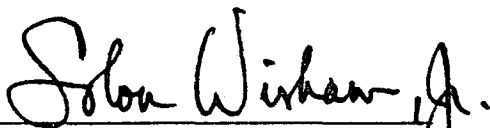
The Los Rios Community College proposes to pay \$250 per classroom per month for a total of \$7,500. Monies to be paid as follows: \$3,750 on January 22, 1986 and \$3,750 on June 13, 1986.

RECOMMENDATION

Approve the contract for rental of classrooms to Los Rios Community College for \$7,500.

Respectfully submitted,

WILLIAM R. POWELL
Chief

RECOMMENDATION APPROVED


ACM

AGREEMENT

This Agreement is made and entered into between the CITY OF SACRAMENTO ("CITY") and LOS RIOS COMMUNITY COLLEGE DISTRICT ("LOS RIOS") .

Whereas, LOS RIOS desires to use classroom facilities at CITY'S Fire Department Division of Training for teaching American River College fire technology courses; and

Whereas, CITY has available classroom space at the Division of Training which it is willing to rent to LOS RIOS;

NOW, THEREFORE, IT IS AGREED:

1. CITY hereby rents to LOS RIOS on the terms and conditions contained herein those certain three classrooms at the City of Sacramento Fire Department's Division of Training described as _____, _____, and _____. Said classrooms shall be used by LOS RIOS as classroom facilities for American River College fire technology courses, in the evening only, at times when the Fire Department is not using the classrooms.

2. The term of this Agreement is September 1, 1985 to June 30, 1986.

3. For the use of said rooms, LOS RIOS shall pay to the CITY the total sum of Seven Thousand Five Hundred Dollars (\$7,500.00), figured on the basis of Two Hundred Fifty Dollars (\$250.00) per classroom per month. Said sum shall be payable as follows: Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) on January 22, 1986 and Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) on June 13, 1986. CITY shall invoice LOS RIOS for each installment when due.

4. This Agreement is made upon the express condition that LOS RIOS shall indemnify and hold harmless CITY, its officers, agents, and employees from and against any and all claims, causes of action, suits or damages (including attorneys' fees and other costs and expenses incurred in connection therewith) for death or injury to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the premises by LOS RIOS, its agents, servants, employees or invitees, and not caused by the active negligence of CITY.

5. CITY shall not be responsible for the safekeeping of any equipment or materials placed upon the premises by LOS RIOS.

6. CITY shall provide normal utilities and custodial services for the premises, and shall permit LOS RIOS to use Fire

Department audiovisual equipment and office space for part-time instructors as available. LOS RIOS shall reimburse CITY for any damage to CITY facilities or equipment.

CITY OF SACRAMENTO

By _____
WALTER J. SLIPE
City Manager

LOS RIOS COMMUNITY COLLEGE
DISTRICT

By _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM: .

DIANE B. BALTER
Deputy City Attorney

RESOLUTION NO.

Adopted by The Sacramento City Council on date of

RESOLUTION AUTHORIZING THE CITY MANAGER
AND CITY CLERK TO EXECUTE AN AGREEMENT
FOR THE USE OF FIRE DEPARTMENT CLASSROOMS
BY LOS RIOS COMMUNITY COLLEGE DISTRICT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:

1. The City Manager and City Clerk are authorized to execute an Agreement with Los Rios Community College District concerning use of classrooms at the Fire Department Division of Training.

MAYOR

ATTEST:

CITY CLERK

LOS RIOS COMMUNITY COLLEGE DISTRICT

Agreement for use of SACRAMENTO FIRE DEPARTMENT TOWER

This Agreement is made and entered into between LOS RIOS COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "LESSEE", and the CITY OF SACRAMENTO, hereinafter referred to as "LESSOR";

RESPONSIBILITIES OF LESSEE

- (1) Lessee will pay to the Lessor the sum of two hundred and fifty dollars (\$250.) per month for use of classroom facilities in the Fire Department Tower for American River College fire technology courses. Said courses to be conducted from September 3, 1985, through June 13, 1986 in ~~two~~ ^{three} classrooms at the ~~Fire Tower~~ ^{DIVISION OF TRAINING}.
- (2) Lessee will provide personal property insurance for all of Lessee's equipment used in the program and liability coverage for the instructional program holding the Lessor, officers and agents harmless for activities of Lessee during the terms of the Agreement.
- (3) Lessee will, upon being invoiced by the Lessor, make payment for fall usage and spring usage of the facility.

RESPONSIBILITIES OF LESSOR

- (1) Lessor will provide ~~two~~ ^{three} classrooms, utilities, audio visual equipment, custodial services, office space for part-time instructors.
- (2) Lessor will provide property insurance, personal property insurance and liability coverage for their activities holding the Lessee, officers and agents harmless for activities of Lessor during the terms of this Agreement.
(\$3750.00)
- (3) Lessor will invoice Lessee January 22, 1986 for fall usage and June 13¹⁹⁸⁶ for spring use of the facility.

Further intent to renew with terms to be developed shall be provided by written notice from Lessee to Lessor by April 1, 1986.

City of Sacramento
Sacramento Fire Department Tower
("Lessor")

Los Rios Community College District
("Lessee")

By: _____

By: _____