



CITY OF SACRAMENTO

DEPARTMENT OF PARKS AND COMMUNITY SERVICES

ROBERT P. THOMAS
Director

G. ERLING LINGGI
Assistant Director

CROCKER ART MUSEUM DIVISION
GOLF DIVISION
METROPOLITAN ARTS DIVISION
MUSEUM AND HISTORY DIVISION
RECREATION DIVISION
PARKS DIVISION
ZOO DIVISION

September 19, 1986

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: Hornet Foundation Agreement

SUMMARY

This report recommends the approval of an agreement between the City and the Hornet Foundation of California State University, Sacramento for short-term rental of Glenn Hall Park swimming pool building.

BACKGROUND INFORMATION

The Hornet Foundation is a nonprofit organization which provides support to California State University, Sacramento. The Foundation is currently remodeling the university bookstore and is in need of storage space during the period of construction and improvements.

The Glenn Hall Park swimming pool building is located at the intersection of Carlson and Sandburg Drives, approximately one mile from CSUS. The building is utilized during the summer months only and accordingly, is currently available as a rental. An agreement between the City and the Hornet Foundation is necessary for short-term rental of the pool building for storage. The term of the agreement is from October 15, 1986 to May 15, 1987.

The monthly rental fee of \$507 (\$.23 per square foot) is based on an evaluation of the building and current storage space rates by the Real Estate Division. Revenue received from this agreement will be deposited in the Special Recreation Fund and will be utilized for aquatics programs.

FINANCIAL DATA

This rental agreement is for a seven-month term with a monthly rental payment of \$507 for a total of \$3,550. Revenue from this agreement will be deposited in the Special Recreation Fund.

RECOMMENDATION

It is recommended that the Budget and Finance Committee approve this report and refer it to the full City Council for action. Further, it is recommended that the City Council, by resolution, authorize the City Manager to execute the rental agreement with the Hornet Foundation for storage space at Glenn Hall Park swimming pool building.

Respectfully submitted,

for - B. E. Long
ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:

Solon Wisham, Jr.

SOLON WISHAM, JR.
Assistant City Manager

RPT:ja

September 30, 1986
District 3

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION APPROVING AN AGREEMENT FOR THE USE OF THE GLENN HALL PARK SWIMMING POOL BUILDING

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

That the City Manager is hereby authorized and directed to execute on behalf of the City of Sacramento that certain agreement between the City and the Hornet Foundation of California State University at Sacramento for the rental of the Glenn Hall Park swimming pool building as a storage area. Revenue from this agreement will be deposited in the Special Recreation Fund, budget no. 571-450-4541-3670.

MAYOR

ATTEST:

CITY CLERK

LEASE

THIS LEASE is made as of _____, by and between the CITY OF SACRAMENTO, a municipal corporation ("Lessor"), and the HORNET FOUNDATION, a California nonprofit corporation ("Lessee"), who agree as follows:

1. Lease

Subject to the terms and conditions hereinafter set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a parcel of property owned by Lessor, located in the City of Sacramento, County of Sacramento, State of California, and more particularly described as follows:

THE INTERIOR space of 35' x 63' for a total of 2205 square feet of the Glen Hall Park Swimming Pool Building located in Glen Hall Park, Carlson and Sandburg Drives, Sacramento, California.

2. Term

The term of this Lease shall be for eight (8) months commencing on September 15, 1986 and ending May 15, 1987, subject to prior termination by the City in event of breach of any of the terms or conditions of the Lease or pursuant to Section 21 hereof.

3. Rent

Lessee shall pay rent in the sum of \$507.15 per month to Lessor on or before the fifteenth of each month. Each rental payment shall be made to the Revenue Division of the City of Sacramento, Room 104, City Hall, 915 I Street, Sacramento, California 95814.

A late charge of five percent of the amount due shall be added to any amount which is not received by the City's Revenue Division on or before the date due.

4. PERMITTED USE

a. The Lessee shall, during the term of this Lease, occupy, maintain, and operate the premises for the purposes of STORAGE and the failure of the Lessee to so occupy, maintain, and operate the premises shall result in termination of the Lease.

b. Lessee shall neither permit nor carry on any activity nor allow any condition on the real property which is a public or private nuisance.

5. No Warranties by Lessor

Lessor makes no representation or warranty concerning the suitability of the property or of the state of the law concerning the property for any use of the property which Lessee may contemplate. Lessee represents and warrants that it has independently made a full and thorough investigation and examination of the property and that it is entering this Lease relying only upon facts ascertained from said independent investigation. Lessee, for itself, and on behalf of any insurer, specifically waives any claim against City for loss and supplies being stored.

6. Lessor's Right to Entry

The Lessor and its agents shall have the right to enter upon said premises at all reasonable times for the purpose of inspecting, maintaining, and repairing any of the premises owned by the Lessor.

7. Operation and Maintenance of Premises

a. Lessee agrees that the facility shall be operated as a storage area only.

b. Lessee shall conduct his activities in accordance with all applicable regulations and ordinances of the City and County of Sacramento and the laws of the State of California and the United States.

c. Lessee shall keep the premises used and the areas immediately adjacent thereto in a high degree of cleanliness and repair at all times and shall conduct its operation in such a way as to prevent the escape of debris from these activities.

8. Security Devices

Lessee may provide at his own expense any legal devices, installations, or equipment designed for the purpose of protecting the demised premises from theft, burglary, or vandalism, provided, however, that written approval for any such installation be obtained from the Director.

9. Indemnity and Hold Harmless

Lessee shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, or arising out of or connected any way with the use and operation of the premises, by Lessee, whether within or without the scope of this Lease, whether or not it is caused in part by a party indemnified hereunder. The foregoing includes, but is not limited to, any attorney fees reasonably incurred by City.

10. Insurance

During the term of this Lease, Lessee shall maintain in full force and effect at his own cost and expense, the following insurance coverage:

a. General Liability Insurance

The Lessee must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance

Broad Form Property Damage Liability

Personal Injury Liability

Products and Completed Operation Liability

Contractual Liability

Legal Liability

Errors and Omissions

The amount of the policy shall be no less than one Million Dollars Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees, and agents are to be named as "Additional Insureds" under the policy, and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance effected by the City or other named Insured will be called on to contribute to a loss covered thereunder.

b. Certificate of Insurance

The Lessee will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division, 5730 24th Street, Sacramento, California 95822, within

fifteen days of the execution of this Lease and prior to engaging in an operation or activity set forth in this Lease. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this Lease without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

Should Lessee fail to maintain the required insurance coverage in full force and effect throughout the entire term of the Lease or fail to provide the City with the required "Certificate of Insurance" within ten (10) days of written notice requesting same at any time during the term of the Lease, City shall have the right to terminate this contract.

11. Assignment, Subletting, Hypothecation, Etc.

Lessee shall not directly or indirectly assign, sublet, or hypothecate any interest in the leasehold estate under this lease. Lessee shall not directly or indirectly use, or permit to be used, the property or improvements for security for any debt. Excepting only a change in name, the term "assignment" shall include any change in the form of business entity of the Lessee from that of a California nonprofit corporation whether voluntarily or by operation of law; provided, however, that a change of status due only to a change in the California Corporation Code shall not be deemed to be an assignment.

12. Violations of Lease Provision

The Director of Parks and Community Services may terminate this Lease in the event that Lessee violated any provision hereof.

In the event Lessee fails, refuses, or neglects to perform any of the duties required to be performed by him by virtue of the provisions of this Lease, City may enter upon the leased premises and perform such services, but this right shall not be construed to be a duty on the part of the City to provide said services. Lessee shall reimburse City for costs of such services on the first day of the month following the month in which the service was performed.

The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of any sum due hereunder by City shall not be deemed to be a waiver of any prior occurring breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular sum so accepted, regardless of City's knowledge of such prior existing breach at the time of acceptance of such sum.

13. Captions

The captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, or intent of this lease or any part or parts of this Lease.

14. Entire Agreement

This Lease contains the entire agreement between the two parties. No promise, representation, warranty, or covenant not included in this lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own

advisors, and the warranties, representations, and covenant in the Lease itself. The failure or refusal of either party to inspect the premises or improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

15. Surrender

At the end of term of this Lease, or at any time this Lease may be terminated, Lessee shall surrender to Lessor said premises in as good order and condition as reasonable use and wear thereof shall permit. After such surrender, Lessee shall have no right, title, or interest in the premises or improvements thereon and Lessee shall have no right to any compensation thereof. In the event that Lessee shall hold over at the end of the term of this Lease with the consent of lessor, such holding over shall be from month-to-month only subject to the terms and conditions of this Lease, but shall not be a renewal hereof, and the rental to be paid shall be at the rate prevailing under the terms of this lease.

16. Notices

Any notices and orders that may be given under this Lease may be served by first-class mail or in person to City at Department of Parks and Community Services, 1231 I Street, Suite 400, Sacramento, California 95814, and to Lessee at Hornet Foundation, 6000 J Street, Sacramento, California 95819, or to such other address as either may provide to the other in writing. Service shall be deemed complete upon deposit in the mail or upon personal delivery.

17. Attorney's Fees

In the event either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this agreement by him to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to other relief as may be granted in such litigation and his court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal.

18. Amendment in Writing

This agreement may be amended only by a writing signed by both parties.

19. Termination

The Lessor or the Lessee shall have the option of terminating this Lease on ninety (90) days written notice.

20. No Joint Venture

The parties to this Lease do not constitute a joint venture, partnership, or association other than that of landlord and tenant pursuant to this Lease.

21. Time of Essence

Time is expressly declared to be in the essence of this agreement.

CITY:

City of Sacramento, a municipal corporation

By _____
City Manager "Lessor"

ATTEST:

Thorn Foundation Inc
_____ a nonprofit organization

City Clerk
APPROVED AS TO FORM:

By *Wau Brostrom*
~~RESIDENT~~ "Lessee"
Executive Director

Diane B. Batts 9/10/86

Deputy City Attorney Date