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3/31/11

LEASE AGREEMENT
Regarding
HEAD START PROGRAM

This Lease Agreement (hereinafter "Lease") is made and entered this 31ST day of March 2011, and effective April 1, 2011, by and between the CITY OF FRESNO, a municipal corporation (hereinafter called "City") and FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION, a California non-profit corporation (hereinafter called "Lessee").

RECITALS

WHEREAS, City and Lessee entered into a lease on September 13, 1973, whereby City leases to Lessee 3,995 square feet of the property commonly known as the Mary Ella Brown Community Center; and

WHEREAS, City and Lessee entered into a lease on March 12, 1979, whereby City leases to Lessee 2,600 square feet of the property commonly known as the Ted C. Wills Community Center; and

WHEREAS, City and Lessee entered into a lease on November 1, 1988, whereby City leases to Lessee 2,000 square feet of the property commonly known as Romain Playground; and

WHEREAS, City and Lessee entered into a lease on June 20, 1995, whereby the City leases to Lessee the property (land only) commonly known as Willow/Balch; and

WHEREAS, City and Lessee entered into a lease on January 16, 1996, whereby City leases to Lessee a portion of the property (land only) commonly known as Mosqueda Community Center; and

WHEREAS, City and Lessee now wish to consolidate the existing leases between them into a single master lease upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the following promises, conditions and covenants, the parties agree as follows:

ARTICLE 1 – EXTENT OF AGREEMENT. This Lease represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, including without limitation those certain leases set forth in the Recitals, above, between the parties hereto. The leases set forth above shall be terminated

as of the effective date of this Lease. This Lease may be modified only by written instrument authorized and executed by all parties to this Lease.

ARTICLE 2 – DESCRIPTION OF PREMISES. City hereby leases to Lessee and Lessee hereby hires from City that certain property set forth below, hereinafter collectively referred to as the “Leased Premises” and more fully described in Exhibit A, attached hereto and incorporated herein by this reference:

- A portion of the property known as the Mary Ella Brown Community Center, specifically 3,995 square feet, located at 1350 E. Annadale, Fresno, California (“MARY ELLA BROWN”).
- A portion of the property known as Ted C. Wills Community Center, specifically 2,600 square feet, located at 1445 E. Thomas, Fresno, California (“TED C. WILLS”).
- A portion of the property known as Romain Playground, specifically 2,000 square feet, located at 745 N. First Street, Fresno, California (“ROMAIN”).
- Land located at Willow and Balch, Fresno, California (“WILLOW/BALCH”).
- A portion of the property (land only) known as the Mosqueda Community Center, 4670 E. Butler, Fresno, California (“MOSQUEDA”). Includes use of Center kitchen facilities at times and duration acceptable to City.

ARTICLE 3 – PURPOSE/PERMITTED USE. It is understood that the purpose of this Lease is for Lessee to operate a Head Start Preschool Program from the Leased Premises at Lessee’s sole cost and expense.

ARTICLE 4 – TERM. The initial term of this Lease shall be for ten (10) years, commencing on April 1, 2011. Provided this Lease shall not have been terminated, Lessee may renew the term hereby granted for not more than one successive term of five (5) years, commencing on the expiration of the initial term and subject to all terms, covenants and conditions of this Lease, at an annual rate to be negotiated. Lessee shall exercise its option to extend in the following manner: At least six (6) months prior to the expiration of the initial term, Lessee shall notify City, in writing, of its election to exercise such option to extend the term of this Lease for the extended term. A new lease for said term of extension shall be unnecessary on such extension, this agreement constituting a present demise for the original term and extended term.

This Lease may be terminated by either party for any breach or violation of the terms and conditions of this Lease between Lessee and City upon the giving of ninety (90) days advance notice to the other party for leased building space, and six months advance notice for leased land. At the expiration of the life of this Lease or any prior termination thereof, Lessee agrees to quietly and peacefully surrender possession of said Leased Premises to the City in a

neat and clean condition. City will not be responsible for any equipment and/or supplies left on the Leased Premises.

ARTICLE 5 – RENT. In consideration for this Lease, Lessee shall pay City rent in accordance with the following schedule:

<u>Location</u>	<u>Rent Schedule as of April 1, 2011</u>
Mary Ella Brown	\$1,000 per month
Ted C. Wills	\$ 500 per month
Romain	\$1,000 per month
Willow/Balch	\$ 250 per month
Mosqueda	\$ 500 per month

Rent amounts shall be adjusted every other year throughout the life of this lease, effective January of each year, starting with January 2013, based on the greater of either 1) the Cost of Living Adjustment from the Federal Office of Head Start or 2) the 12 month percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners and Clerical Workers for the Los Angeles-Anaheim-Riverside area), for the most current month that data is available. In no case shall rents be decreased. Rent shall be payable monthly, in advance, on the first day of each month commencing April 1, 2011, and shall be forwarded to the following address:

City of Fresno
Parks, After School, Recreation & Community Services
Dickey Youth Development Center
1515 E. Divisadero St.
Fresno, CA 93721

ARTICLE 6 – UTILITIES. For MOSQUEDA and WILLOW/BALCH, City shall allow Lessee or the Fresno County Economic Opportunities Commission Board (or appropriate agents or contractors of the Board) reasonable access to utility connections and the joint use of such common lines without surcharge, excepting that all necessary modifications to the utilities shall be at no expense to City. Lessee, without limitation, shall pay for all gas, heat, electricity, telephone service, trash collection and all other services supplied to the Leased Premises, including waste and connection surcharges. Lessee shall pay the sewer tax, if any, and all other taxes attributable to the Leased Premises and this Lease, including, without limitation, any possessory use tax, except that City shall pay all taxes and assessments that are levied and assessed against the real property portion of the Leased Premises.

For TED C. WILLS, ROMAIN, and MARY ELLA BROWN, City will pay water, gas, electricity, mixed waste disposal, sewage and water disposal utilities directly and provide Lessee with an invoice annually for Lessee's proportional share of utilities based on Lessee's proportional square footage compared to the square footage of the facility as a whole. Lessee shall pay City within thirty (30) days of receipt of the invoice.

ARTICLE 7 – MAINTENANCE. For City-owned buildings, City agrees to perform interior and exterior structural repairs which are necessary for the health, welfare and safety of the public, and repairs related to major plumbing, roofs, exterior lighting; and to make all major repairs to HVAC equipment. Performance of repairs shall be subject to available funding.

Tenant may elect to use their funds to pay or partially pay for repair or maintenance items that the City cannot complete due to lack of funding. Tenant shall, at all times, cooperate with City to keep the Leased Premises in a neat, clean and orderly condition, and shall prevent the accumulation of and shall maintain the Leased Premises free from any refuse or waste materials which might constitute a fire hazard or public or private nuisance. Tenant shall also make all non-structural repairs occasioned by the fault of Tenant or its agents. Tenant agrees to provide for all necessary interior maintenance and shall also furnish necessary janitorial care therein. Upon termination of this Lease, to surrender it to City in as good order and condition as it was at the commencement of the term of this Lease, except for reasonable wear and tear, damage from the elements, and acts of God.

Tenant agrees to make any necessary repairs to buildings not owned by City at their sole cost and expense.

ARTICLE 8 – IMPROVEMENTS AND ALTERATIONS. Lessee shall make no alterations of the Leased Premises without first obtaining the consent of City. Any additions to or alterations of the Leased Premises other than relocatable buildings, movable equipment, furniture and fixtures, shall become at once a part of the Premises. Any alterations approved by City shall be made at no expense to City.

Lessee agrees that any relocatable buildings and all trade fixtures, equipment and appliances will be installed and removed without any damage to the Premises, and in the event any damage is caused by the Lessee or their agents or employees in the installation or removal of said buildings, trade fixtures, equipment and appliances, Lessee agrees to immediately repair the damage at its sole cost and expense.

ARTICLE 9 – INDEMNIFICATION. To the furthest extent allowed by law, Lessee shall indemnify, hold harmless and defend City, and each of their officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including

but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Lessee's: (i) occupancy, maintenance and/or use of the Leased Premises; (ii) use of any part of the Property, including any common area(s), upon which the Leased Premises is located; or (iii) performance of, or failure to perform, this Agreement. Lessee's obligations under the preceding sentence shall apply to any negligence of City, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City.

Lessee acknowledges that any and all loss, liability, fines, penalties, forfeitures, costs and damages arising out of, alleged to have arisen out of, or in any way connected with the release or discharge of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Lessee's occupancy, maintenance and/or use of the Leased Premises, or any part of the Property, including any common area(s), upon which the Leased Premises is located, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, relating to the environment and including any liability imposed by law or regulation are expressly within the scope of the indemnity set forth above.

Lessee's occupancy, maintenance and use of the Leased Property, and any part of the Property, upon which the Leased Premises is located, shall be at Lessee's sole risk and expense. Lessee accepts all risk relating to Lessee's: (i) occupancy, maintenance and/or use of the Leased Premises; (ii) use of any part of the Property, including any common area(s), upon which the Leased Premises is located; and (iii) the performance of, or failure to perform, this Agreement. City shall not be liable to Lessee for, and Lessee hereby waives and releases Lessee from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Leased Premises, or any part of the Property, including common areas, upon which the Leased Premises is located, in any way related to the Lessee's operations and activities. Lessee shall immediately notify City of any occurrence on the Lease Premises, or any part of the Property, including common area(s), upon which the Leased Premises is located, resulting in injury or death to any person or damage to property of any person.

The provisions of this Section shall survive termination or expiration of this Agreement.

ARTICLE 10 – INSURANCE. Throughout the life of this Lease, Lessee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Offices (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operation, products and completed operations, and contractual liability with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage; \$1,000,000 per occurrence for personal and advertising injury; and \$2,000,000 aggregate for products and completed operations.

(ii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iii) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Lessee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Lessee shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Lessee shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Lessee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability insurance policy shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Lessee's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Lessee shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Lease.

If at any time during the life of the Lease or any extension, Lessee fails to maintain any required insurance in full force and effect, all Lessee's activities under this Lease shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Lease. No action taken by City pursuant to this section shall in any way relieve Lessee of its responsibilities under this Lease.

The fact that insurance is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Lessee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Lessee, or any of its board, officers, employees, agents, volunteers, invitees, suppliers, vendors, consultants, contractors or subcontractors.

Upon request of City, Lessee shall immediately furnish City with a complete copy of any insurance policy required under this Lease, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Lease.

Lessee and its insurers hereby waive all rights of recovery against City and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Lessee or any of its board, officers, employees, agents, volunteers, invitees, suppliers, vendors, consultants, contractors or subcontractors, or its property or the property of others under its care, custody and control. Lessee shall give notice to its insurers that this waiver of subrogation is contained in this Lease. This requirement shall survive termination or expiration of this Lease.

ARTICLE 11 – POSSESSORY INTEREST. Lessee shall pay all taxes of every description which during the term of this Lease may be levied upon or assessed against the Leased Premises, any interest therein and other property thereon belonging to City or Lessee, or possessory interest pertaining thereto. **Lessee acknowledges that any possessory property interest arising by entering into this Lease may be subject to property taxation and that Lessee shall pay any and all property taxes levied on such interest.** Lessee agrees to protect and hold harmless City and the Leased Premises and all interest therein and improvements thereof from any and all such taxes and assessments, including any interest, penalties and other expenses which may be thereby imposed, and from any lien therefore or sale or other proceeding to enforce payment thereof. The preceding sentence shall survive expiration or termination of this Lease.

ARTICLE 12 – TOXIC MATERIALS/HAZARDOUS SUBSTANCES. Lessee agrees to indemnify, defend and hold City harmless from and against any and all liabilities, including but not limited to, losses, claims, actions, damages, penalties, fines, attorneys' fees, expert fees, court costs, remediation costs, investigation costs or other expenses, whether administrative or judicial, arising from or in any way related to hazardous substances contamination caused by Lessee, or that of its employees, suppliers, customers, invitees or any third party, from actions or negligence at the Leased Premises during Lessee's occupation of the site, during the term of this Lease.

The term "Hazardous Substances," as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum byproducts, or substances defined as hazardous substances, hazardous materials, toxic substances, pollutants, or contaminants under the Clean Water Act (33 USC SS 12-1387), the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (42 USC SS6921-6987), the California Porter-Cologne Water Quality Control Act (Cal. Water Code SS 1300014076), those substances defined as hazardous under the California Health and Safety Code (or any successor statutes thereto), all regulations promulgated pursuant to the above statutes, or any substance the presence of which causes or threatens to cause a nuisance upon the adjacent property or the health and safety of persons on or about the Leased Premises or in the general vicinity.

If at any time during the term of this Lease, Hazardous Substances are discovered by either party to be on the Leased Premises, said party shall immediately notify the other party in writing of such occurrence. City and Lessee each further agree to promptly notify the other of any communication received from any governmental entity concerning Hazardous Substances or the violation of any law or regulation that related to such substances.

Lessee shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances on, under, or about the Leased Premises. In the event of any release of Hazardous Substances caused or permitted by Lessee on the Leased Premises during the term of this Lease, City shall have the right to cause Lessee to immediately take all reasonable steps City deems necessary or appropriate, at Lessee's sole cost and expense, to remediate such release and prevent any similar release to the satisfaction of any applicable federal, state, or local regulatory agency.

Upon discovery of Hazardous Substances on the Leased Premises (i) within fifteen (15) days from such discovery, the City and Lessee shall meet and confer and City shall provide to the Lessee time estimates for City to remove the Hazardous Substances or otherwise to make

the Leased Premises safe and lawful under this Lease: (ii) if City is unable at the meeting required under (iii) to assure removal of the Hazardous Substances within sixty (60) days thereof, then Lessee may, at its sole discretion, terminate this Lease within ten (10) days after said meeting upon prior written notice to City.

The relevant provisions of this section shall survive any termination or expiration of this Lease.

ARTICLE 13 – ACCESS. Lessee shall permit City and its agents to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs, alterations, or additions on any other portion of the Premises.

ARTICLE 14 – ASSIGNMENT. Lessee shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of City.

ARTICLE 15 – DEFAULT. If any default is made in the payment of rent, or if any default is made in the performance of or compliance with any other term or condition hereof, this Lease, at the option of City, shall terminate and be forfeited. City shall give thirty (30) days written notice of any default or breach. If, within thirty (30) days of receipt of such notice, the default or breach has not been remedied to the City's satisfaction or Lessee has failed to take action reasonably likely to affect such correction within a reasonable time, then this Lease shall, at the election of City, be terminated and forfeited as to ALL of the Leased Premises.

ARTICLE 16 – WAIVER. The waiver by either party of a breach by the other of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Lease.

ARTICLE 17– ABANDONMENT. If at any time during the term of this Lease, Lessee abandons the Leased Premises or any part thereof, City may, at its option, enter the Leased Premises by any means without being liable for any prosecution therefore and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, relet the Leased Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at City's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the City by means of such reletting. If City's right of re-entry is exercised following abandonment of the Leased Premises by Lessee, then City may consider any personal property belonging to Lessee and left on the Leased Premises to also have been abandoned, in which case City may dispose of all such personal property in any manner City shall deem proper and is hereby relieved of all liability for doing so.

ARTICLE 18 – DESTRUCTION. If, during the term of this Lease, the Leased Premises or a substantial portion thereof, shall be destroyed by fire or the elements or any other cause, then this Lease shall terminate at the option of either party and become null and void from the date of notice of termination. In the event the exercise of this option by either party, City shall immediately surrender the premises to City and this Lease shall thereupon terminate.

ARTICLE 19 – NOTICE. Any notices, demands, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or by prepaid first class mail as follows:

Lessee:

Fresno County EOC
1920 Mariposa Mall, Suite 300
Fresno, CA 93721

City:

City of Fresno Recreation & Community Services
Dickey Youth Development Center
1515 E. Divisadero St.
Fresno, CA 93721

ARTICLE 20 – OBSERVATION OF GOVERNMENTAL REGULATIONS. Lessee agrees, during the life of this Lease, to comply with and conform to all rules, regulations and ordinances of the City of Fresno and County of Fresno and all laws of the State of California and the United States, and all orders of any governmental agency which shall be applicable to Lessee's use of the facilities or to the Lessee's use of the said Leased Premises or the business thereon being conducted by Lessee. Nothing in this Lease shall be construed as a limitation on the City's police power.

Lessee acknowledges that Lessee, not the City, is responsible for determining applicability of and complying with all local, state and federal laws. The City makes no express or implied representation as to the applicability or inapplicability of any such laws to this Lease or the parties' respective rights or obligations hereunder. Lessee further acknowledges that the City shall not be liable or responsible in law or equity for any failure by Lessee to comply with any such laws, regardless of whether the City knew, could have known or should have known of the need for such compliance or whether the City failed to notify Lessee of the need for such compliance.

ARTICLE 21 – GOVERNING LAW AND VENUE. This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Lease and any rights and duties hereunder shall be Fresno, California.

ARTICLE 22 – NO PARTNERSHIP. Lessee and City are not partners and nothing herein contained shall be construed to create a partnership or joint venture in any sense, nor constitute Lessee the agent of City.

ARTICLE 23 – SUCCESSORS AND ASSIGNS. This Lease shall extend to and bind the heirs, executors, administrators, and assigns of the respective parties hereto.

ARTICLE 24 – ATTORNEY’S FEES. If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Lease, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney’s fees and legal expenses.

ARTICLE 25 – MISCELLANEOUS PROVISIONS.

- A. The City represents that it has the right to lease the Leased Premises described herein, together with all, rights, licenses, services and privileges herein granted and has power and authority to enter into this Lease by virtue of and under its Charter and all applicable laws. The Tenant represents and warrants that it is a duly authorized and existing California not for profit corporation, in good standing; that it shall remain in good standing, and its authority to enter this Lease and its signatory is authorized to execute.
- B. In the event any covenant, condition or provision herein contained is held to be invalid by final judgment of any Court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions herein contained.
- C. It is the intention of the parties hereto to act reasonably in fulfilling their respective obligations and exercising their authority under this Lease.
- D. This Lease includes any exhibits and attachments referenced and incorporated in it. This Lease contains the entire agreement between the parties relating to the transaction contemplated by this Lease and supersedes all prior or contemporaneous agreements, understanding, representation and statements, whether oral or written.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURES APPEAR ON NEXT PAGE.

IN WITNESS WHEREOF, The parties hereby execute this Agreement as of the day and year written above.

CITY OF FRESNO,
a Municipal Corporation



Bruce A. Rudd, Assistant City Manager

FRESNO COUNTY ECONOMIC OPPORTUNITIES
COMMISSION, a California Non-Profit
Corporation



Brian Angus
Executive Director

ATTEST:

Rebecca E. Klisch
City Clerk



By: Deputy

APPROVED AS TO FORM:
James C. Sanchez
City Attorney

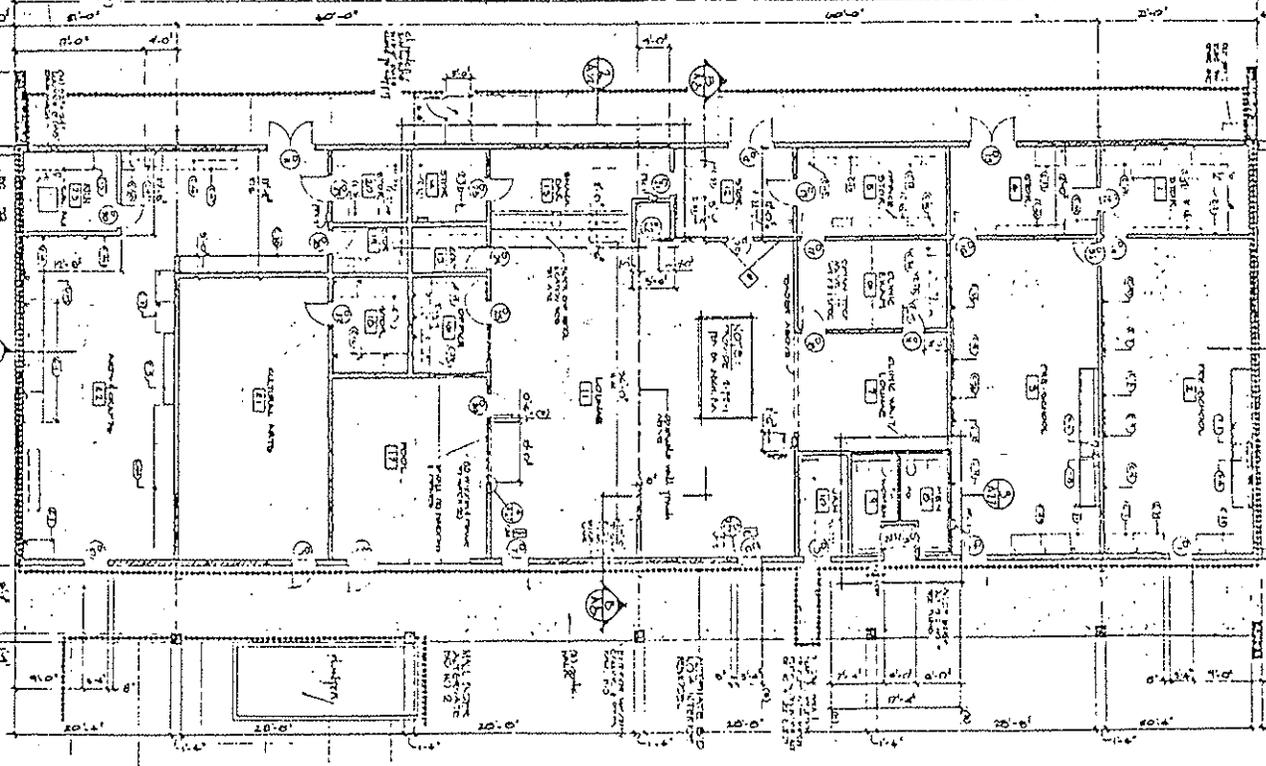
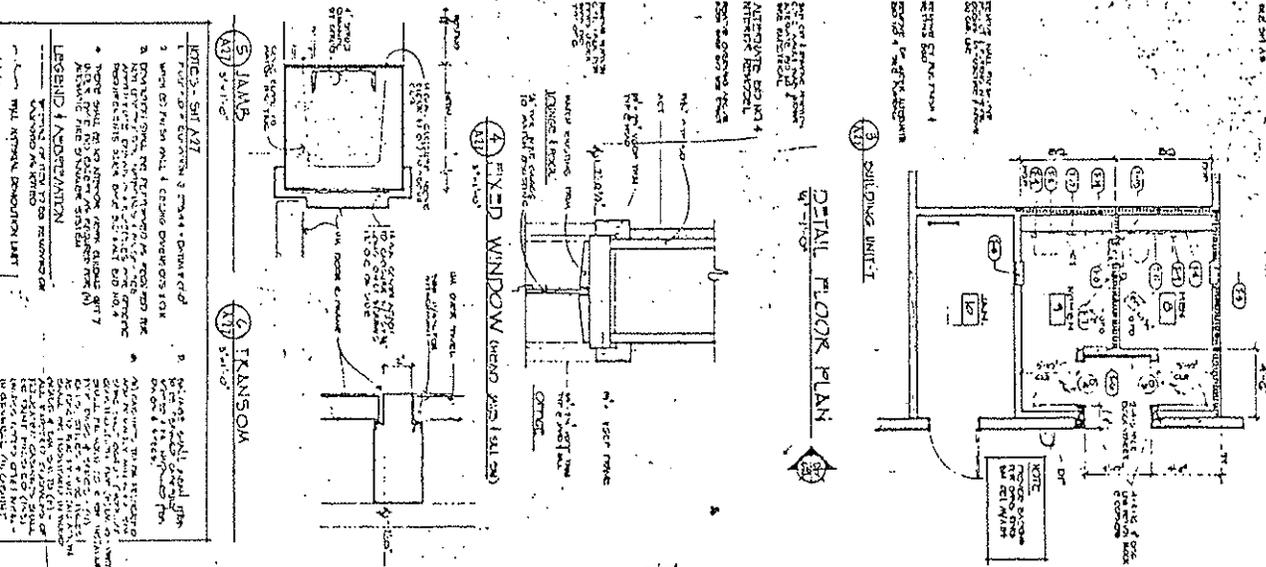
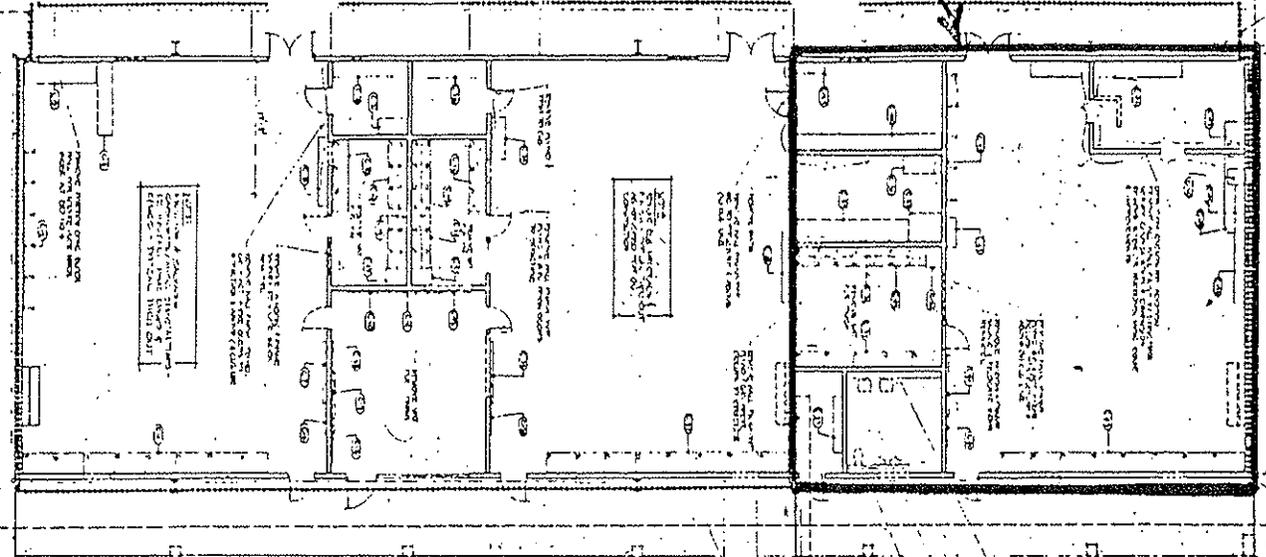


By: Katherine Doerr , Senior Deputy
Date: 3/16/11

Exhibit A: Description of the Leased Premises

Exhibit A - Ted C. Will Community Center

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LEGEND & ABBREVIATIONS

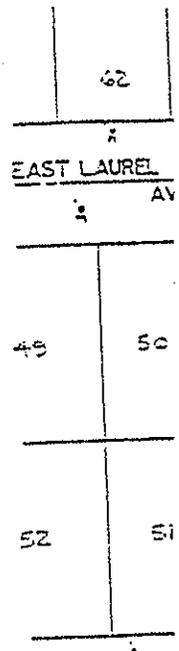
1. WALL TO REMAIN
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 3. DOOR TO REMAIN
 4. DOOR TO BE REMOVED
 5. WINDOW TO REMAIN
 6. WINDOW TO BE REMOVED
 7. CEILING TO REMAIN
 8. CEILING TO BE REMOVED
 9. FLOOR TO REMAIN
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 11. MECHANICAL EQUIPMENT TO REMAIN
 12. MECHANICAL EQUIPMENT TO BE REMOVED
 13. ELECTRICAL EQUIPMENT TO REMAIN
 14. ELECTRICAL EQUIPMENT TO BE REMOVED
 15. PLUMBING EQUIPMENT TO REMAIN
 16. PLUMBING EQUIPMENT TO BE REMOVED
 17. FINISH TO REMAIN
 18. FINISH TO BE REMOVED
 19. FINISH TO BE ADDED
 20. FINISH TO BE CHANGED

TRACT No. 4209 WILLOWWOOD ESTATES No. 2

WILLOWWOOD ESTATES PLANNED DEVELOPMENT LOTS
IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN AUGUST OF 1990 BY GARY GIANNETTA

CONSISTING OF TWO SHEETS
SHEET TWO OF TWO SHEETS

ROUGH RIDER HOMES No. 3 TRACT No. 2376
 Vol. 26, PAGE 93 OF PLATS F.C.R.



LEGEND:

- Monument FOUND & ACCEPTED AS NOTED.
- SET 3/4" IRON PIPE, 30" LONG, 4" UP, 6" DIAMETER x 30" P.C.C. MONUMENT, BOUND UP BELOW GROUND, THAGED E.C.C. THAGED
- SET 3/4" IRON PIPE, 30" LONG, 6" DIAMETER, THAGED E.C.C. THAGED
- MAINTENANCE & PUBLIC UTILITIES EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.
- PUBLIC UTILITIES EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE
- PEDESTRIAN EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE
- LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE
- INDICATES REINVESTMENT OF DIRECT VEHICULAR ACCESS RIGHTS.
- BLUE BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.
- A MAINTENANCE AREA NOW OFFERED FOR DEDICATION FOR PUBLIC USE PURPOSES AS SHOWN.
- 1 1 RECORDED DATA AS PER MAP OF EASTERN HEIGHTS, COMMISSION 1 BOOK 7, PAGE 44 AS DECIDED BY SURVEYS, F.C.R.
- 0 11 RECORDED DATA AS PER MAP OF TRACT 2376, RECORDED IN VOLUME 26 OF PLATS, F.C.R.

BASIS OF BEARINGS:

THE EAST LINE OF THE SOUTHWEST QUARTER OF SEC. 16, T. 21N., R. 12E., S. 4E., TAKEN AS BEARING MONUMENT AS PER OF TRACT 2376, RECORDED IN VOLUME 26 OF PLATS, F.C.R.

NOTE:

A 3/4" IRON PIPE, 30" LONG, 6" DIAMETER, THAGED E.C.C. SHALL BE SET AT THE CORNER.

EAST HUNTINGTON

1 1/2" IRON PIPE, 18" THAGED E.C.C., THE SOUTHWEST CORNER OF EAST LINE

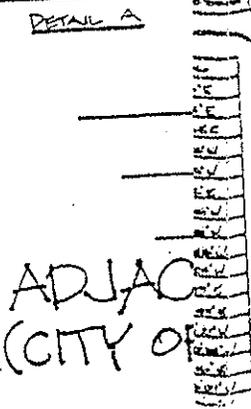
3/4" IRON PIPE FROM E.C.C. BOUND UP AS WESTERN LINE OF EASEMENT 30 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF BLOCK 1

SEE DETAIL BELOW

MAINTENANCE AREA NOW OFFERED FOR DEDICATION FOR PUBLIC USE PURPOSES AS SHOWN.

EAST HUNTINGTON AREA

NO.	DESCRIPTION	BEARING	DISTANCE
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PROJECT LOCATION LEASED SITE (FCEOC)

GIANNETTA ENGINEERS
2155 FRESNO ST., STE
FRESNO, CA. 93721
(209) 264-3541

City of
FRESNO  **REPORT TO THE CITY COUNCIL**

March 31, 2011

Presented to City Council
Date 3/31/11
Disposition Reapproved

AGENDA ITEM NO.	<u>11</u>
COUNCIL MEETING	<u>03/31/11</u>
APPROVED BY _____	
DEPARTMENT DIRECTOR	_____
CITY MANAGER	

FROM: BRUCE A. RUDD, Assistant City Manager/Interim PARCS Director
City Manager's Office

BY: PAUL A. MELIKIAN, Administrative Manager 
Parks, After School, Recreation and Community Services Department

SUBJECT: APPROVAL OF A MASTER LEASE WITH THE FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION FOR THE CONTINUED USE OF FIVE CITY SITES FOR THE HEAD START PRE-SCHOOL PROGRAM

RECOMMENDATION

Staff recommends approval of the attached 10-year master lease effective April 1, 2011, with an option to extend for another five years with the Fresno County Economic Opportunities Commission (EOC) for the use of five City sites for the Head Start Pre-School Program.

EXECUTIVE SUMMARY

The City has been working with Fresno County EOC since 1973 when a portion of Mary Ella Brown Community Center was leased for a Head Start site. In 1979, a portion of Ted C. Wills Community Center was leased for an additional site, and in 1988, a portion of the facilities at Romain Neighborhood Center were leased for a third site. In 1995 and 1996 Fresno County EOC leased land at Willow/Balch and Mosqueda Community Center, respectively, for modular classroom facilities, creating the 4th and 5th Head Start sites on City property. Staff wishes to consolidate the existing leases into a single master lease. The revised rents and utility reimbursement agreement will collectively generate an additional \$2,750 per month (or \$33,000 annually) for park facility repairs and improvements.

The Head Start program provides learning and health services to 3 to 5-year-olds. Applicants must meet federal low-income guidelines and live in Fresno County. Their program runs Monday through Friday, 8 a.m. to 4 p.m. and has no affiliation with PARCS programs. Head Start will continue to provide custodial service and most interior repairs. They will also pay their proportionate share of utilities at Romain, Ted C. Wills, and Mary Ella Brown sites, and 100% of the utilities at the Mosqueda and Willow/Balch sites. The City will continue to be responsible for interior and exterior structural repairs which are necessary for the health, welfare and safety of the public; repairs related to major plumbing, roofs, exterior lighting; and to make all major repairs to HVAC equipment. Performance of repairs shall be subject to available funding, and Head Start may elect to use their funds to pay or partially pay for repair or maintenance items that the City cannot complete due to lack of funding. Head Start will provide for all necessary non-structural interior maintenance.

The City and Head Start have a long history of working together as maintenance issues arose over the years. Given that the rents are not at a full market value, Head Start would like to continue to be a partner in paying for facility repairs/improvements. Head Start has historically paid for most interior repairs and some exterior repairs (such as a new roof at Romain about 10 years ago), and 100% of repairs to their play structures. Head Start must put a significant amount of investment (tenant improvements) into the facilities to make sure they

REPORT TO THE CITY COUNCIL

Lease with Fresno County Economic Opportunities Commission Head Start Program
March 31, 2011 - Page 2

meet or exceed Federal program requirements. It is this high level of existing and continued required investment that supports the minimum 10-year term of this lease.

Fresno County EOC Head Start Master Lease Rent Schedule

<u>Location</u>	<u>Current Rent</u>	<u>Utility Reimbursement</u>	<u>New Rent</u>	<u>Utility Reimbursement</u>
Romain (2,000 sq ft)	\$1,000/mo	No reimbursement	\$1,000/mo	Fully Reimbursed
Mary Ella Brown (3,995 sq ft)	\$0	Fully Reimbursed	\$1,000/mo	Fully Reimbursed
Ted C. Wills (2,600 sq ft)	\$0	Fully Reimbursed	\$500/mo	Fully Reimbursed
Mosqueda (Land Lease)	\$0	Paid by EOC	\$500/mo	Paid by EOC
Willow/Balch (Land Lease)	\$0	Paid by EOC	\$250/mo	Paid by EOC

Rent amounts shall be adjusted every *other* year throughout the life of the lease, effective January of each year, starting with January 2013, based on the greater of either: (1) the Cost of Living Adjustment from the Federal Office of Head Start; or (2) the 12-month percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners and Clerical Workers for the Los Angeles-Anaheim-Riverside area), for the most current month that data is available. In no case shall rents be decreased. Rents will be deposited into the Parks Facilities fund, specific to location, for future repair needs at those sites.

All City standard insurance will apply. This lease has been reviewed and approved by City Attorney and Risk Management Offices.

BACKGROUND

The City has been working with Fresno County EOC since 1973 when a portion of Mary Ella Brown Community Center was leased for a Head Start site. In 1979, a portion of Ted C. Wills Community Center was leased for an additional site, and in 1988, a portion of the facilities at Romain Neighborhood Center were leased for a third site. In 1995 and 1996 Fresno County EOC leased land at Willow/Balch and Mosqueda Community Center, respectively, for modular classroom facilities, creating the 4th and 5th Head Start sites on City property.

FISCAL IMPACT

There is no additional impact to the General Fund as a result of approving this lease. The revised rents and utility reimbursement agreement will collectively generate an additional \$2,700 per month (or \$33,000 annually) for park facility repairs and improvements.

Attachment: Master Lease Agreement