

AGENDA ITEM NO. 9:30am I

COUNCIL MEETING 09/16/08

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

September 16, 2008

FROM: RANDALL L. COOPER, Director  
Parks, After School, Recreation and Community Services Department

BY: JERRY HAYNES, Assistant Director  
Parks, After School, Recreation and Community Services Department

SUBJECT: APPROVE THE RENEWAL OF A LEASE AGREEMENT BETWEEN THE CITY OF FRESNO AND TRABAJADORES DE LA RAZA DOING BUSINESS AS CHICANO YOUTH CENTER FOR THE PURPOSE OF PROVIDING YOUTH GUIDANCE AND DEVELOPMENT PROGRAMS AND ACTIVITIES TO THE CHILDREN OF FRESNO

**KEY RESULT AREA**

Customer Service

**RECOMMENDATIONS**

Staff recommends the City Council approve the attached lease agreement regarding the renewal of the \$1.00 per year lease agreement between the City of Fresno (City) and Trabajadores De La Raza doing business as Chicano Youth Center (CYC) for the real property located at 1515 E. Divisadero, Fresno, California for the purpose of providing a full range of social and recreational services for the benefit of the underprivileged youth of the City.

**EXECUTIVE SUMMARY**

On July 1, 2000, the City entered into a 55-year, long term lease agreement with the CYC to assist the organization in the pursuit of State, Federal and private grants to build a 10,000 square foot facility on a portion of Dickey Playground. As part of the grant criteria, proof of a long-term lease agreement was required. However, as a result of public inquiry, a lengthy litigation process commenced. At the conclusion of the legal process, CYC and the City were not able to build the original pyramid shaped building as planned.

To help keep the dream of a new community center alive, the City of Fresno purchased land in a new location not far from the original center. Plans and designs were approved by the various City departments, and a new building has been erected. The new building will house a team of City employees and representatives of CYC. The City has scheduled an open house on September 17, 2008, to celebrate the efforts of all involved with this project.

Under City guidelines, and with the approval of the City Attorney's Office, Risk Management and legal counsel for CYC, a 55-year lease agreement has been signed by CYC for the new property.

Presented to City Council

Date 9/16/08

Disposition Approved

9:30am I  
9/16/08



RECEIVED

PRA - Chicano Youth Center

2008 SEP 16 AM 8:25

From: **Patti Miller** (Patti.Miller@fresno.gov)  
Sent: Mon 9/15/08 3:24 PM  
To: robert defrees (rjdefrees@hotmail.com)

CITY CLERK, FRESNO CA

Mr Defrees,

The Public Records Request dated September 11, 2008 asking for documents between the Chicano Youth Center and the City of Fresno was received. The City recognizes its duty to disclose public records that are not exempt from disclosure consistent with Gov. Code Section 6253.1.

The request has been forwarded to the department responsible for the information. When the information has been collected, the Public Affairs office will email you that the documents are available for review.

Should you have any questions, please let me know.

Patti Miller

Public Affairs Office

City of Fresno

559-621-7777 phone

559-621-7776 fax

publicaffairs@fresno.gov

**From:** robert defrees [mailto:rjdefrees@hotmail.com]

**Sent:** Thursday, September 11, 2008 8:12 AM

**To:** Patti Miller

**Cc:** Amanda M Perez; eliott.balch@asm.ca.gov; sarah.reyes@asm.ca.gov; sarah\_moffat@feinstein.senate.gov; philskei@fiful.org; hspees@fpcfresno.org; Andy M Vanderford; Attorneys; CityManager; District3; Gregory Barfield; Mary Jane Fitzpatrick; Patrick Wiemiller; Randy Cooper; Shaun Schaefer; bmcewen@fresnobee.com; Jim - Fresno Boren; Lindsay Barsamian; bob\_macias@hotmail.com; natal; tal.eslick@mail.house.gov; Geni Krogstad; Sal Gonzales; susan.good@sen.ca.gov

**Subject:** Freedom of Information request

Ms. Miller,

MOI has a request and hopes that you will 'talk to MOI like a 3 year old' and tell MOI true.

Is it possible to get copies of any documents dealing with the 'Chicano Youth Centre' and its dealing with the City of Fresno?

MOI has a copy of old lease that was between them and the City of Fresno, when they operated at Dickey Playground. Is there a new lease that applies for their being at Dickey Youth Development Centre?

Is there any documentation on file that shows their status as a non-profit?

Is there any documentation as to who is listed as Director and what personnel they may have to run a programme at a City owned facility?

Is there a legal document that spells out how a 'public employee' paid out of the 'public purse' can also be a 'Director' of a special interest' programme and how his or her time is paid for, and if there is a conflict of interest policy in place about such actions?

Is there documentation as to how monies of a non-profit are spent to operate such a programme at a City owned facility. That would be 'Chicano Youth Centre'.

Is there any documentation that shows a claim of 'ownership' on the part of the 'Chicano Youth Centre' of the New Dickey Youth Development Centre?

Have 'public monies' been paid for a piece of 'ART' to be placed at the New Centre, if so, how much, and is that 'ART' completed and soon to be placed at the New Centre?

You have been ever so kind in the past in providing material to MOI, and as before am prepared to pay whatever the cost to obtain any public records that are available.

Have a brilliant day.

RobDeFrees  
119 N Calaveras St #E  
Fresno, Ca 93701  
tele: 559-266-9873

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into effective September 3, 2008, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation, (hereinafter called "City"), and TRABAJADORES DE LA RAZA, a California nonprofit corporation d/b/a "Chicano Youth Center," hereinafter called "Tenant."

## WITNESSETH

WHEREAS, City owns the property commonly known as 1515 E. Divisadero, Fresno, California, APN Nos. 459-325-07T and 459-325-08T (the "Property").

WHEREAS, the City deems it advantageous to itself to lease said property to Tenant for a fifty-five-year (55) period for the purpose of providing much needed services to the underserved youth in nearby neighborhoods.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

## ARTICLE I

## DESCRIPTION OF LEASED PREMISES

The City, in consideration of the compensation and the covenants and agreements set forth herein to be kept and performed by Tenant, does hereby lease to Tenant, upon the conditions hereinafter set forth, all of which Tenant accepts, and Tenant does hereby hire and take from City, together with attendant privileges, rights, uses, interests and obligations, the designated portions of the property located at 1515 E. Divisadero, Fresno, California, as follows:

- The Common Area outlined on the attached Exhibit "A"
- The office labeled "109," and outlined on the attached Exhibit "A"
- The offices labeled "107" and "108" and outlined on the attached Exhibit "A"

These shall be collectively referred to as the "Leased Premises." Tenant shall have the non-exclusive use of the Common Area on Exhibit "A." Tenant shall have the exclusive use of office spaces 107, 108 and 109 for the terms set forth in Article III of this Agreement.

Tenant shall have access to the Leased Premises during normal business hours, from 8:00 a.m. to 10:00 p.m., Monday Through Friday, and 12:00 p.m. to 5:00 p.m., Saturday and Sunday. Tenant shall have access to the remaining portions of the Property on the same basis as the general public. After normal business hours, Tenant may check out a key from City for conference rooms, open offices and rec rooms on

the first floor of the Property if Tenant schedules such use no more than one week in advance. Tenant shall be provided with a key to entrance and exit doors and alarm code that will provide access to the Leased Premises.

## ARTICLE II

### GENERAL PROVISIONS CONCERNING THE MANNER OF USE

The Leased Premises shall be used for purposes of providing a full range of social and recreational services for the benefit of the underprivileged youth of the City of Fresno. Prior to taking possession of the Leased Premises, and on an annual basis thereafter, Tenant will provide to the City written assurances of Tenant's intent to perform in the form of a current yearly Work Program for the use of the leased premises acceptable to City. Such Work Program shall include, but is not limited to:

- A. A schedule of proposed activities to be operated on the Leased Premises.
- B. A written statement as to the actual and proposed funding for the Tenant's activities on the Leased Premises, including a copy of Tenant's yearly budget.
- C. Such additional items as may be deemed necessary by City to assure itself that the Tenant's utilization of the Leased Premises is a public use and in the public interest.
- D. Tenant may, at any time during the term of this Lease, propose an amendment or change to the Work Program; provided, however, such change must be approved by City, and such approval shall not be unreasonably withheld. Tenant shall not use or permit the Leased Premises, or any part thereof, to be used for any purpose other than those set forth herein. Tenant shall neither permit on the Leased Premises any act, sale, or storage that may be prohibited under standard forms of the fire insurance policies, nor the use of the Leased Premises for any such purpose. In addition, no use shall be made or permitted to be made that shall result in: (1) waste on the Leased Premises; (2) a public or private nuisance that may disturb the quiet enjoyment of other residents of the neighborhood; and (3) improper, unlawful, or objectionable use, including sale, storage, of alcoholic beverages, or materials generating an odor on the Leased Premises. Tenant shall comply with all governmental regulations and statutes affecting the Tenant's use of the premises either now or in the future.

### ARTICLE III

#### TERMS

The term of this Lease shall be as follows:

Common Area and Office 109	Fifty-five (55) years
Office 107	Six months, thereafter to continue from month to month, automatically renewing until terminated.
Office 108	Six months, thereafter to continue from month to month, automatically renewing until terminated.

Should Tenant retain possession after the expiration or earlier termination of this Lease, Tenant shall become a holdover tenant on a month-to-month basis on the same terms and conditions as then in effect, and either City or Tenant may terminate the holdover tenancy by giving the other at least thirty (30) days prior written notice in the manner otherwise provided in this Lease.

### ARTICLE IV

#### TERMINATION OF LEASE

In the event that Tenant fails to maintain and operate said premises for the principal purposes for which the same are hereby demised, or fails to maintain reasonable and adequate supervision and maintenance of said premises, or Tenant fails to perform any provision of this Lease, or to comply with any requirement of law or any requirement imposed on Tenant or the Leased Premises by any duly authorized governmental agency or political subdivision, relating to the Tenant's use or occupancy of the Leased Premises, and further fails to remedy any such faults or defects within sixty (60) days after written notice so to do from City, then City may elect to terminate and cancel this Lease as to some or all of the Leased Premises, in the City's discretion.

### ARTICLE V

#### RENT

Tenant shall pay the City rent for the Leased Premises without demand or invoice in the amount of \$1.00 per year, payable on the first day of July of each year during the term hereof. Payment shall be forwarded to the following address:

City of Fresno  
Parks, After-School, Recreation and Community  
Services Department  
Administration Division  
2326 Fresno Street, Room 101  
Fresno, CA 93721-3622

ARTICLE VI  
MAINTENANCE

Tenant shall, at its sole expense, keep and maintain the Leased Premises and appurtenance in good and sanitary condition and repair during the term of this Lease and any renewal thereof, except as specified otherwise herein. Except to the extent of the foregoing, City shall be responsible for maintaining the Property. City shall maintain a key to all areas of the Property and reserves the right to enter the Leased Premises for the purpose of contract compliance, making sure that the Leased Premises is kept in a clean, safe and orderly condition. City shall provide Tenant with three (3) days notice prior to entering into any area of which Tenant has exclusive use and control, except in the case of an Emergency Situation. An Emergency Situation shall be any situation involving immediate risk to health, life, property or environment.

Tenant agrees that no signs shall be placed or painting done on or about the Leased Premises by Tenant or at its direction without the prior written consent of City.

ARTICLE VII  
UTILITIES

Tenant shall be responsible for arranging for and paying for its telephone and internet installation, connection, and service fees. City shall be responsible for all other utilities not listed in this Article.

ARTICLE VIII  
TOXIC MATERIAL/HAZARDOUS SUBSTANCE

Tenant 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 Tenant, or that of its employees, suppliers, customers, invitees or any third party, from actions or negligence at the Leased Premises during Tenant'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 Tenant 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.

Tenant 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 Tenant on the Leased Premises during the term of this Lease, City shall have the right to cause Tenant to immediately take all reasonable steps City deems necessary or appropriate, at Tenant'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 Tenant shall meet and confer and City shall provide to the Tenant 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 Tenant 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 IX SURRENDER

At the expiration of the life of this Lease or any prior termination thereof, Tenant 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 X 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 sixty (60) days written notice of any default or breach. If, within sixty (60) days of receipt of such notice, the default or breach has not been remedied to the City's satisfaction or Tenant has failed to take action reasonably likely to effect such correction within a reasonable time, then this Lease shall be terminated and forfeited.

#### ARTICLE XI ABANDONMENT

If at any time during the term of this Lease, Tenant 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 Tenant 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 Tenant 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 Tenant, then City may

consider any personal property belonging to Tenant 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 XII INDEMNIFICATION AND INSURANCE

**Indemnification:** Tenant will protect, indemnify, defend, and save City, its officers, officials, employees, agents and volunteers harmless from and against any liability to third parties resulting from Tenant's occupation or use of the Leased Premises including, without limitation, any claim, liability, loss, damages, and attorneys' fees and litigation expenses arising from: (a) The death or injury of any person or persons including, without limitation, any person who is an employee, agent, invitee, consultant, contractor or subcontractor of Tenant, or (b) the damage to or destruction of any property including, without limitation, property owned by Tenant or any person who is an employee, agent, invitee, consultant, contractor or subcontractor of Tenant, and caused or allegedly caused by the condition of the Leased Premises, (c) any act or omission of Tenant or any employee, agent, invitee, consultant, contractor or subcontractor of Tenant, or (d) any work done on, or materials furnished to, the Leased Premises at the Tenant's request, or the request of Tenant's employees agents invitees consultants, contractors or subcontractors, or (e) Tenant's failure to perform any provision of this Lease, or to comply with any requirement of law or any requirement imposed on Tenant or the Leased Premises by any duly authorized governmental agency or political subdivision, relating to the Tenant's use or occupancy of the Leased Premises, or (f) Tenant's use of the Property and any adjoining parking lots or sidewalks. Tenant's obligations under this paragraph shall not include any claims, costs, damages, demands, or liability caused directly and solely from City's willful misconduct or grossly negligent acts or omissions.

Should Tenant contract any work on the Leased Premises or subcontract any of its obligations under this Lease, Tenant shall require each consultant, contractor and subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This requirement shall survive termination or expiration of this Lease.

**Tenant's Insurance:** Throughout the life of this Lease, Tenant 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 \$2,000,000 per occurrence 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.

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

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Lease, Tenant shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Tenant shall file with City a new certificate and all applicable endorsements for such policy(ies).

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 Tenant's insurance shall be primary and no contribution shall be required of City. In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a 5 year discovery period, or (ii) the coverage shall be maintained for a minimum of 5 years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or

expiration of this Lease. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Tenant **shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Lease.** Tenant shall furnish City with copies of the actual policies upon the request of City's Risk Manager at any time during the life of the Lease or any extension, and this requirement shall survive termination or expiration of this Lease.

Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Lease.

If Tenant should contract any work on the Leased Premises or subcontract any of its obligations under this Lease, Tenant shall require each consultant, contractor or subcontractor to provide insurance protection in favor of City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the consultants', contractors' and subcontractors' certificates and endorsements shall be on file with Tenant and City prior to the commencement of any work by the consultant, contractor or subcontractor.

**Tenant's Personal Property Insurance:** Tenant shall also maintain throughout the term hereof, including any renewal term, property insurance, for full replacement value, relating to all improvements constructed on the Leased Premises by Tenant and personal property of Tenant or its officers, employees, agents and volunteers which are located or kept on the Leased Premises. Tenant shall provide City, prior to the commencement of this Lease, with a certificate of insurance evidencing said property insurance.

**Waiver of Subrogation:** Tenant 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 Tenant or its officers, employees, agents and volunteers, or its property or the property of others under its care, custody and control, to the extent that such injury, loss or damage is insured against under any insurance policy which may have in force at the time of the injury, loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that this waiver of subrogation is contained in this Lease.

This requirement shall survive termination or expiration of this Lease.

## ARTICLE XIII

### OBSERVATION OF GOVERNMENTAL REGULATIONS

Tenant 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 Tenant's use of the facilities or to the Tenant's use of the said Leased Premises or the business thereon being conducted by Tenant. Nothing in this Lease shall be construed as a limitation on the City's police power.

Tenant acknowledges that Tenant, 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. Tenant further acknowledges that the City shall not be liable or responsible in law or equity for any failure by Tenant 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 Tenant of the need for such compliance.

## ARTICLE XIV

### POSSESSORY INTEREST

Tenant 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 Tenant, or possessory interest pertaining thereto. **Tenant acknowledges that any possessory property interest arising by entering into this Lease may be subject to property taxation and that Tenant shall pay any and all property taxes levied on such interest.** Tenant 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 XV  
CONDITIONS PRECEDENT

Prior to taking possession of the Leased Premises, Tenant shall provide to City current proof of its good corporate standing with the California Secretary of State, and proof of its current IRS section 501(c)(3) status. If such proof is not provided by October 1, 2008, this Lease shall be null and void.

Prior to taking possession of the Leased Premises, Tenant shall fully comply with Article II of this Lease, including providing to the City a copy of the current Work Program referenced therein.

ARTICLE XVI  
TENANT'S RESPONSIBILITIES TO CITY

Tenant shall provide proof of service availability and quantitative reports of services provided annually on July 1 for the preceding year.

Tenant shall maintain good corporate standing with the State of California over the life of the Lease, and shall maintain its IRS section 501(c)(3) status over the life of the Lease, and provide proof thereof to the City annually; failure to do so shall be deemed a material breach of this Lease.

On July 1 of each year of the Lease, Tenant may provide to City a list of twelve (12) dates on which Tenant would like to have priority in scheduling use of the Property.

Tenant's hours of operation shall be every day from 8:00 ~~pm~~ <sup>am</sup> - 8:00 pm, Monday - Friday and on Saturdays from 10:00 am - 3:00 pm. Exceptions to these hours of operation may include holidays and special events that may occur from time to time, as approved in advance by the City.

Tenant shall track daily attendance, and program participation shall be documented in reports that list the various types of community service programs and how many individuals were involved in activities.

Tenant shall provide a profile of the clientele being served.

Tenant shall provide diverse activities that meet the interests of the community. Tenant's programs shall provide service to youth according to community need in twelve areas:

- 1) **computer literacy program:** enhance youth's ability to learn basic computer skills to improve academic performance with instruction from computer technologists.

- 2) **health/fitness program:** provides services in a multi-cultural manner by sponsoring baseball, basketball and volleyball tournaments involving youth from the entire county.
- 3) **Hijas de Tonantzin (teen pregnancy prevention) program:** teaches abstinence, avoidance and negotiation skills designed to deter teenage pregnancy. More specifically, it introduces youth to the dangers of sexually transmitted disease (STD), HIV transmission and the development of AIDS.
- 4) **juvenile delinquency prevention program:** emphasizes prevention with an anti-gang approach that involves lectures about gangs that are presented at MEChA Club meetings. In addition, meetings between staff and gang members about the proper code of conduct are held before these youth are allowed to participate in CYC's health/fitness program as well as twice-a-month meetings between staff and Asian gang youth about non-violent conflict resolution.
- 5) **MEChA (Movimiento Estudiantil Chicano de Atlan) mentoring program:** provides cultural exhibits, dance, guest speakers, pre-college counseling, field trips to colleges and universities as well as local businesses to promote career advancement.
- 6) **nutrition program:** provides lunches to low income youth and their families from Monday through Saturday except on holidays.
- 7) **recreation program:** organized, indoor, recreational activities assisting youngsters with development of problem solving and social skills. Games, pool tables, television, and videotapes are some of the components of this program.
- 8) **science program:** serves to increase access to science curriculum/projects in a non-traditional setting and manner. Provides an opportunity for 3-14 year-olds to expand their interests in the field of science without the fear and time constraints that occur in a more traditional environment.
- 9) **tutorial program:** assists students with academic learning difficulties with one-on-one tutoring with a volunteer.
- 10) **youth citizenship/leadership development program:** prepares youth to assume civic responsibility and share in making their communities better places to live. The annual Chicano Youth Leadership Conference is the pinnacle of leadership training activities.
- 11) **youth employment program:** provides youth with jobs at CYC through the Fresno County sponsored Summer Youth Employment Training Program.
- 12) **volunteer program:** CYC is a site for court-assigned individuals to serve their community service requirements.

ARTICLE XVII  
INSPECTION BY THE CITY

The City or any of its authorized officers and employees shall, at all reasonable times, have the right to enter upon the Leased Premises, either in person or by nominee, for the purpose of inspecting said Leased Premises to ascertain that the Leased Premises and the covenants of this Lease are being kept, observed and performed.

ARTICLE XVIII  
RIGHT TO ASSIGN AND SUBLET

Tenant shall not make any assignment or sub-lease in whole or in part of this Lease without first receiving the written consent and approval of the City. Consent to one or more assignment or sub-lease shall not constitute a waiver of the City's rights under this article for further or other assignments or sub-leases.

ARTICLE XIX  
SUCCESSORS AND ASSIGNS BOUND

This Lease shall extend to and bind the heirs, executors, administrators, and assigns of the respective parties hereto.

ARTICLE XX  
PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience and reference and are not intended to define or to limit the scope of any provision of this Lease.

ARTICLE XXI  
ALTERATIONS AND IMPROVEMENTS

Tenant shall make no alterations to the Leased Premises or construct any building or make other improvements on the Leased Premises without the prior written consent of City. All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall unless otherwise provided by written agreement between Tenant and City, be the property of City and

remain on the Leased Premises at the expiration or sooner termination of this lease. Except for the City and Tenant's obligation under Article VI, Tenant waives all right to make repairs at the expense of City under the provisions of Civil Code of the State of California, Section 1941 and 1942. All alterations, improvements, and changes that Tenant may desire shall be done either by or under the direction of City, but at the expense of Tenant and shall become the property of City and remain on the premises, unless City elects otherwise. Tenant shall, at its expense, remove from the premises all partitions, counters, railings, and similarly installed improvements when surrendering the premises. Except for City and Tenant's obligations under Article VI, all repairs or improvements done by Tenant, shall be done at Tenant's expense. All damage or injury done to the premises by Tenant or any person who may be in or on the premises with the consent of Tenant shall be paid for by Tenant.

## ARTICLE XXII MISCELLANEOUS

A. This Lease shall be construed and enforced in accordance with the laws of the State of California and venue shall be in Fresno County.

B. 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.

C. No waiver by the City or the Tenant of any breach of any provision of this Lease shall be deemed for any purpose to be a waiver of any breach of any other provision hereof or of a continuing or subsequent breach of the same provision.

D. 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.

E. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, 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.

F. Upon execution of this Lease, all other existing leases between City and Tenant, Tenant d/b/a Chicano Youth Center, or Chicano Youth Center shall terminate.

G. All notices required herein shall be in writing and shall be given by registered or certified mail, postage prepaid, and addressed to the City or Tenant at their respective addresses as provided on the signature page of this Lease.

H. It is the intention of the parties hereto to act reasonably in fulfilling their respective obligations and exercising their authority under this Lease.

I. In pursuit of this Agreement the parties shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party.

J. This Agreement includes any exhibits and attachments referenced and incorporated in it. This Agreement contains the entire agreement between the parties relating to the transaction contemplated by this Agreement and supersedes all prior or contemporaneous agreements, understanding, representation and statements, whether oral or written.

K. This Lease may be modified only by a written amendment signed by the parties' respective authorized agent.

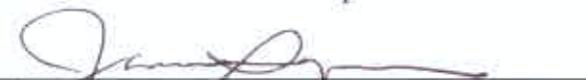
IN WITNESS WHEREOF, the parties hereto have set their hands the day first above written.

CITY OF FRESNO,  
a municipal corporation



By: Randall Cooper, Director  
Parks, After-School Recreation, and  
Community Services Department

TRABAJADORES DE LA RAZA, a  
California Non-Profit Corporation



By: Name:  
Title: President

ATTEST:

Rebecca E. Klisch  
City Clerk



By: Deputy (9/24/08)



By: Name:  
Title: Treasurer

APPROVED AS TO FORM:

James C. Sanchez

City Attorney



By: K. BRADLEY

Date 9/4/08  
Deputy

ADDRESS OF CITY:

Parks, After-School, Recreation and  
Community Services Department  
2326 Fresno Street, Room 101  
Fresno, CA 93721-3623

ADDRESS OF TENANT:

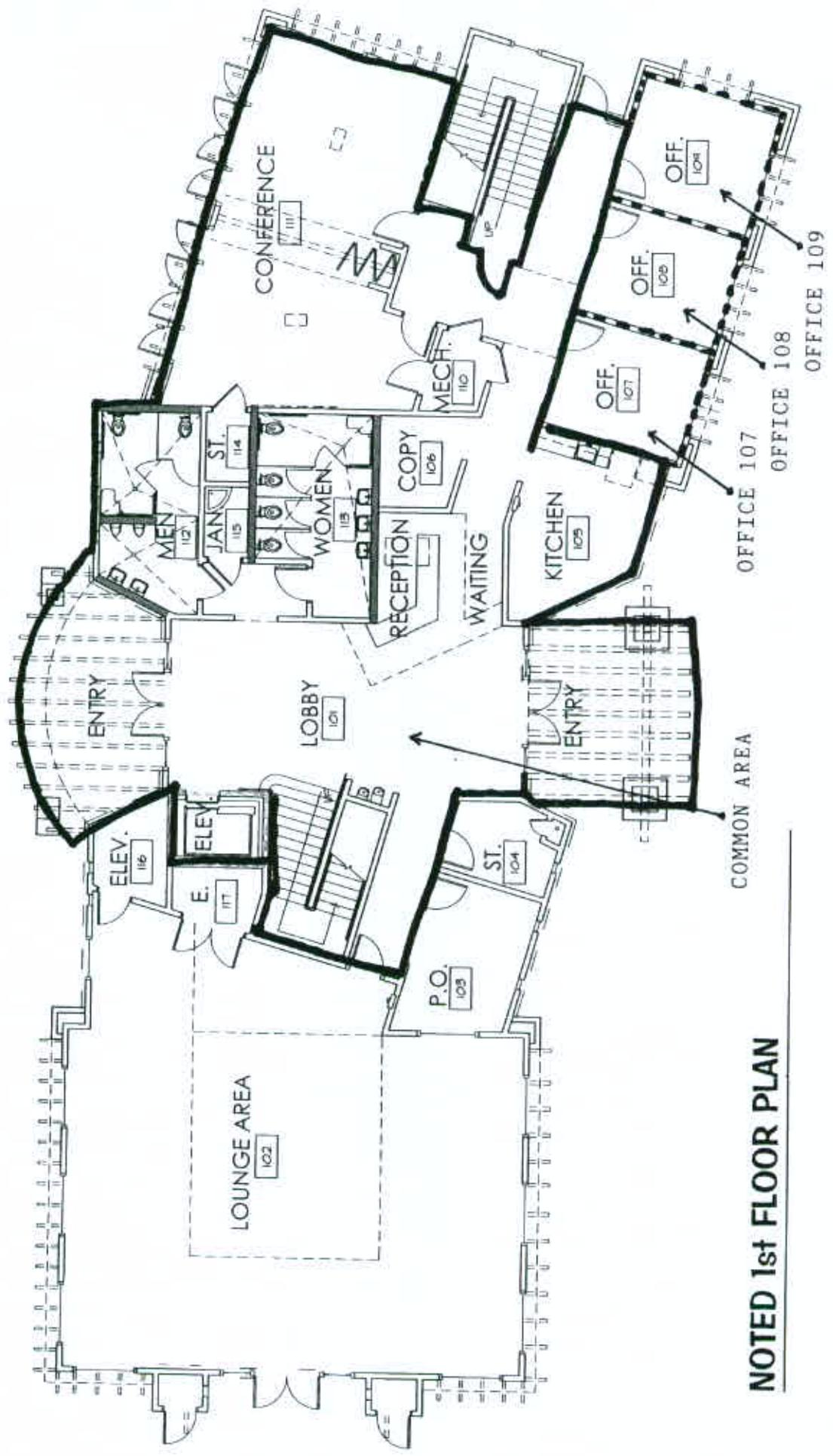
Telephone:

Fax:

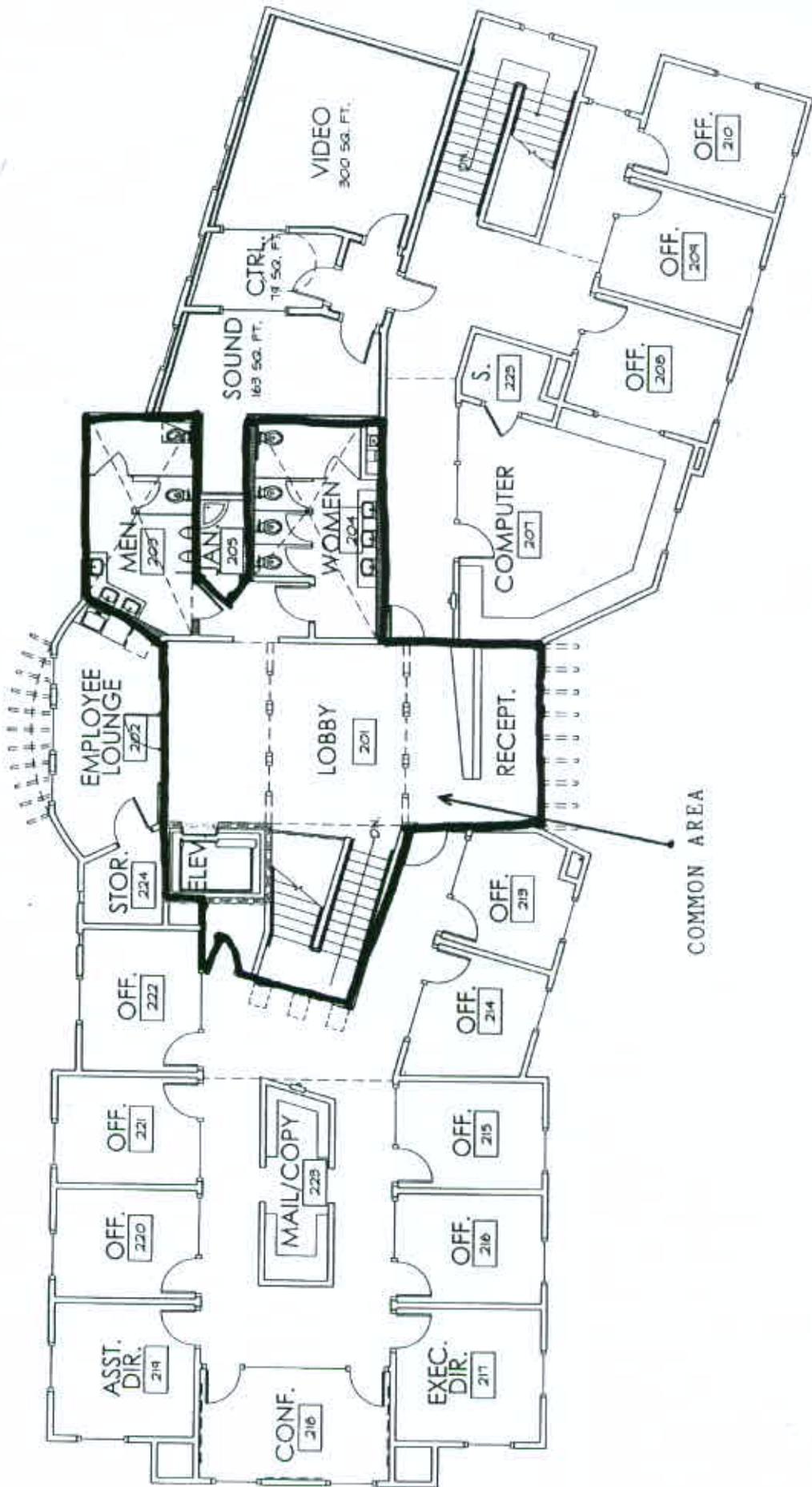
Attachments: Exhibit A-Leased Property

KEB:sn [45531sn/keh] 8/29/08

**EXHIBIT A**  
**FLOOR PLAN**



**NOTED 1st FLOOR PLAN**



NOTED 2nd FLOOR PLAN