


Agenda Report Reviewed by:
City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM REPORT

Meeting Date: September 21, 2021
To: Honorable Mayor and Honorable City Councilmembers
From: Superintendent of Public Works
Administrative Services Director
City Administration
Subject: Approval of Extension and Amendment of Sebastopol Senior Center Lease
Recommendation: Approval of Resolution
Funding: Currently Budgeted: _____ Yes _____ No X N/A
Net General Fund Cost:
Amount: \$ _____

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

PURPOSE/INTRODUCTION: This item requests that the City Council Approve the Resolution Extending and Amending the Sebastopol Senior Center Lease.

BACKGROUND:

On December 16, 1997, the City of Sebastopol approved a lease with Burbank Activity Center for a period of 20 years. The City of Sebastopol leases the building at 167 North High Street, Sebastopol, CA known as the Sebastopol Area Senior Center. That lease expired December 16, 2017 with a follow up extension approved through June 30, 2018 at which time a new lease was to be discussed during the budget of FY 19-20. However, due to staffing changes at the Senior Center and delay of actions resulting from COVID 19, the Senior Center lease extension was put on hold.

DISCUSSION:

With the most recent budget adoption, City staff reviewed the current lease and reached out to the Senior Center to discuss minor proposed amendments and clarifications which are listed below:

Lease Term: Lease shall be for a period of ten (10) years commencing on the first (1st) day of October 2021, and terminating on the thirtieth (30th) day of September, 2031 for no rent and shall renew yearly thereafter.

Keys to Building: The Sebastopol CITY Hall Administration, the Sebastopol Fire Department, Sebastopol Public Works Department, and the Sebastopol Police Department shall be provided with keys to the facility.

Utilities: LESSEE agrees to be responsible for the cost of all utilities serving the building.

Maintenance and Repairs: CITY agrees to be responsible for the plumbing, electrical and HVAC mechanical systems as well as exterior maintenance and repairs.

Garbage: CITY agrees to be responsible for the collection of garbage from the building, under the CITY'S Garbage Franchise.

Insurance: The LESSEE agrees to defend, hold harmless, indemnify, and defend the CITY, its officers, officials, employees, and volunteers from and against any and all claims, damages, losses and expenses, including attorney fees, real or alleged liability arising out of or in connection with the activities of LESSEE.

LESSEE shall take out and maintain during the life of this Agreement, Insurance as listed in Exhibit A. Said insurance shall protect CITY from all claims for damages of personal injuries, including accidental death, which may arise from LESSEE's operation under this Agreement. Insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. LESSEE will maintain Workers Compensation Insurance for all employees. All volunteers shall sign appropriate waivers on behalf of LESSEE and CITY.

Reports to City Council: LESSEE shall provide an annual report to the CITY and be available to give an annual presentation to the City Council. Said report can be included as part of the City Budget Sub-Committee Meetings.

City staff is recommending that the City Council approve the extension and amendments to the Sebastopol Area Senior Center Lease agreement.

CITY COUNCIL AND/OR GENERAL PLAN GOALS:

Policy CSF 6-15: Encourage services and programs that meet the needs of seniors within Sebastopol.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of this item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

There is no direct fiscal impact associated with recommended action tonight (Recommendation for Approval of Resolution adopting amended lease agreement).

RECOMMENDATION:

Staff is requesting City Council Approve the Resolution Extending and Amending the Sebastopol Senior Center Lease.

Attachment:

Resolution
Lease

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE
LEASE WITH SEBASTOPOL AREA SENIOR CENTER

WHEREAS, the CITY owns the building and premises located at 167 No. High street, Sebastopol, CA 95472, A.P. No. 004-243-0030, known as the "Sebastopol Area Senior Center" and

WHEREAS, the Lease expired on June 30, 2018; and

WHEREAS, the City and Sebastopol Area Senior Center desire to enter into the Amendment to the Lease which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the CITY and Sebastopol Area Senior Center agree to the Terms and Conditions if Said Lease Attached; and

WHEREAS, Upon execution of the Amendment, the City Manager (or his designee), is authorized, on behalf of the City, to approve and/or sign all documents necessary and appropriate to carry out and implement the Amendment, and to administer the City's obligations, responsibilities and duties to be performed under the Amendment and related documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute Lease with Sebastopol Area Senior Center.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 21st day of September following a roll call vote:

VOTE:

Ayes:

Noes:

Absent:

Abstain:

APPROVED: _____

Mayor Una Glass

ATTEST: _____

Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM:

Larry McLaughlin, City Attorney

PROPERTY MANAGEMENT AND LEASE AGREEMENT BETWEEN THE CITY OF SEBASTOPOL AND THE SEBASTOPOL AREA SENIOR CENTER

IT IS HEREBY AGREED between CITY OF SEBASTOPOL, a municipal corporation, hereinafter called CITY, and the Sebastopol Area Senior Center, a non-profit 501 (c) (3), hereinafter called LESSEE, as follow:

The CITY owns the building and premises located at 167 No. High street, Sebastopol, CA 95472, A.P. No. 004-243-0030, known as the "Sebastopol Area Senior Center".

The CITY agrees to lease the building at 167 No. High Street to the LESSE for a period of ten (10) years commencing on the first (1st) day of October 2021, and terminating on the thirtieth (30th) day of September, 2031 for no rent.

The CITY grants the LESSEE use of the facility for the provision of senior programs and services; however, LESSEE shall also make the premises available to other non-profit recreation and community groups. It is the intent of the parties, however, that the major use of the premises shall be by LESSEE.

The CITY shall have the right to use the building and premises, at times of natural disaster and/or a civic emergency. CITY shall have the right to use the buildings and premises for meetings of the CITY, subject to reservations with LESSEE. The Sebastopol CITY Hall Administration, the Sebastopol Fire Department, Sebastopol Public Works Department, and the Sebastopol Police Department shall be provided with keys to the facility.

LESSEE shall not assign this lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the prior written consent of CITY

LESSEE shall obtain necessary permits for the operation of these facilities. LESSEE agrees to comply with all State, Federal, County and CITY regulations applicable to the programming in this facility. Any new construction shall conform to ordinances, laws, and other regulations. LESSEE further agrees that all improvements shall become the property of the CITY and that no improvement shall be made without prior approval of the CITY.

LESSEE agrees to be responsible for day-to-day janitorial care and interior maintenance and agrees to maintain all interior premises in clean condition. LESSEE shall keep premises in safe, clean and operable manner.

LESSEE agrees to be responsible for the cost of all utilities serving the building.

CITY agrees to be responsible for the plumbing, electrical and HVAC mechanical systems as well as exterior maintenance and repairs.

CITY agrees to be responsible for the collection of garbage from the building, under the CITY'S Garbage Franchise. The CITY will be given the ability to conduct inspections of the property. For emergency repairs, the CITY may access the property without prior notice.

The CITY agrees to provide property damage, fire, earthquake, and flood insurance in the same manner as the CITY does for all other buildings owned by the CITY, at no cost to the LESSEE.

The LESSEE agrees to defend, hold harmless, indemnify, and defend the CITY, its officers, officials, employees, and volunteers from and against any and all claims, damages, losses and expenses, including attorney fees, real or alleged liability arising out of or in connection with the activities of LESSEE.

LESSEE shall take out and maintain during the life of this Agreement, Insurance as listed in Exhibit A. Said insurance shall protect CITY from all claims for damages of personal injuries, including accidental death, which may arise from LESSEE's operation under this Agreement. Insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. LESSEE will maintain Workers Compensation Insurance for all employees. All volunteers shall sign appropriate waivers on behalf of LESSEE and CITY.

LESSEE shall provide an annual report to the CITY and be available to give an annual presentation to the City Council. Said report can be included as part of the City Budget Sub-Committee Meetings.

This Agreement shall run through September 31, 2031 and shall automatically renew annually thereafter. If there is intent to terminate by either party, notice will be a minimum of 180 days. By mutual agreement, modifications to this Agreement may be made in writing. In the event the CITY requires said properties or the use thereof for other civic or public purposes, at the discretion of the CITY, the CITY shall have the right to terminate this lease upon giving LESSEE 180 days' written notice prior to such termination.

In the event said property is condemned by a public agency other than the CITY and compensation is actually paid to CITY during the terms of this lease for any fixtures or improvements installed by LESSEE, then, and in that event, LESSEE shall be entitled to be reimbursed for the reasonable costs of such fixtures or other improvements placed thereon by LESSEE. Said sum shall be payable solely from the monies received by way of payment for the condemnation. Except as provided herein, upon termination of this lease CITY shall be the sole owner of all improvements and fixtures on said real property.

The execution of this lease shall be deemed consideration by both parties and shall be in lieu of any payments or support by CITY to LESSEE for their use, operation, or other purposes.

LESSOR:
CITY of Sebastopol

By: _____
City Manager

LESSEE:
Sebastopol Area Senior Center

By: _____

Exhibit A
CITY of Sebastopol
Insurance Requirements for LESSEE

LESSEE shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE'S operation and use of the leased premises.

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if LESSEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to LESSEEs with employees).
4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the LESSEE maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The **CITY of Sebastopol, its officers, officials, employees, and volunteers** are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the LESSEE's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees,

and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days prior notice to the CITY.

Waiver of Subrogation

LESSEE hereby grants to CITY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the LESSEE shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the LESSEE shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

Verification of Coverage

LESSEE shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Special Risks or Circumstances

CITY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

All certificates and endorsements shall reference the appropriate policy number, names of insured, and shall be signed by an authorized representative of the insurer.