

**Lease Agreement between
the City of Reedley and
the Boys & Girls Clubs of Fresno County**

This Lease Agreement is entered into this 28th day of August, 2018 (“Effective Date”) between the City of Reedley (hereinafter called the “City”) and the Boys & Girls Clubs of Fresno County (hereinafter called “Lessee”). The City and Lessee are hereinafter sometimes referred to individually as the “Party” and together as the “Parties.”

Recitals

City and Lessee have an existing Memorandum of Understanding whereby Lessee operates a Boys & Girls Club at the Reedley Community Center (“Club”); and City recognizes and believes that children in the City of Reedley are benefitted by the after school services the Club provides, including learning activities and other positive activities while keeping children from spending time in less desirable pursuits, and the City desires to have a Club in Reedley to provide these important services; and

City owns and operates the Reedley Community Center, and has space at the Community Center for the Club to operate as proposed herein, and the City concludes that the proposed use of the Community Center is in the best interest of children, including children of the City of Reedley and surrounding areas; and

City and Lessee desire to continue services with a Lease Agreement upon the following terms, conditions and covenants describing Lessee’ authorized use of the Reedley Community Center to operate the Club.

This written Lease Agreement shall supersede all prior agreements, oral or written, regarding the subject matter between the parties.

Terms, Conditions and Covenants

NOW, THEREFORE, the City and Lessee agree as follows:

1. Term. The term of this Lease Agreement shall be for two (2) years after the Effective Date (“Term”). The Parties may mutually agree to renew or extend the Term upon the same or different terms as provided in a written agreement signed by the City and Lessee.

2. Club Hours of Operation. Lessee shall open and operate the Club as follows:

(a) School days: 2:00 p.m. – 7:00 p.m.

(b) Most school holidays and summer weekdays: 2:00 p.m. – 7:00 p.m.

The above hours of operation (“Hours of Operation”) are estimates only and will be subject to adjustment based on circumstances and constraints including staffing levels, activities, and the number of children participating in the Club activities. Lessee shall develop a schedule for Hours of Operation and notify the City of any scheduled changes for the Club in cooperation with the City’s Community Services Director (“Director”).

3. Facility. The City agrees to provide Lessee the use of the Reedley Community Center, located at 100 N. East Ave., Reedley, CA, 93654 (“Community Center”) as provided in this Lease Agreement. Lessee shall have use of the Kings River room, Monterey room, and Sequoia office in the Community Center during the Term of this Lease Agreement. Lessee shall also have the right to use the adjacent restrooms during Hours of Operation for staff and children. Lessee will have use of the offices and closet space connected with the Kings River and Monterey rooms and may store and lock items in these areas. With prior approval of both parties, the City may, at its discretion, allow other groups who share a similar purpose, use of these spaces. Lessee may use the Community Center rooms only for Club purposes and related community gatherings, workshops or other events associated with the Club. Additional rooms in the Community Center, including the Redwood and California rooms, will be available to the

Lessee on a reservation basis, to be cleared in advance with the Director. The Club shall have the sole responsibility, to the exclusion of the City, for supervising all children participating in Club activities on any portion of the Community Center property.

4. Utilities and Janitorial Services. During the Term, the City shall be responsible for the cost of all utilities serving the Community Center, including the cost all utilities attributable to the rooms used by Lessee for Club purposes as provided herein. The City shall also be responsible for providing all cleaning products and supplies needed for janitorial services at the Community Center. Lessee shall work with the City in sharing the janitorial responsibilities, including cleaning the rooms it occupies for Club activities and removing trash to the dumpster, as needed. In addition, Lessee will walk through the hallway that extends into the park and restrooms to pick up trash and report any damage.

5. Additional Services. Lessee, at their cost, will hire and provide compensation for an employee to oversee the City of Reedley's Junior Giants baseball program. This employee's season of work will begin June 1st and continue through the Junior Giants' season, ending the middle of August, before school starts.

6. Furniture. Prior to the Club opening, the Director and Lessee staff shall meet to inventory all furniture and furnishings in the Kings River and Monterey rooms and Sequoia office. Any furniture or furnishings identified as not needed by Lessee in operating the Club shall be removed by the City prior to Club opening. All furniture and furnishings in the Kings River and Monterey rooms and Sequoia office at the time that the Club is opened shall be available for use by Lessee. Lessee may request and use additional tables and chairs for community gatherings, workshops or other events with prior notice to the Director. Additional furniture, furnishings, electronics, or games may be purchased by Lessee and installed in the designated rooms with the Director's prior written consent. Such items purchased and installed

by Lessee shall remain the property of Lessee, and may be removed by Lessee following the expiration of this Lease Agreement provided removal does not damage the Community Center.

7. Internet/Computers. The City shall provide Internet access to the Sequoia office and Monterey room for Club use. Lessee, at its own expense, shall furnish all computers, and any other ancillary electronic equipment to be used by the Club in the Kings River and Monterey rooms. Lessee shall secure and pay for its own telephone service and Internet service.

8. Additional Operational Details. The City and Lessee have agreed on the following additional operational details for the Lessee use of the Community Center:

A. Lessee may put posters and pictures related to Club activities on the walls in the rooms of the Community Center used by the Club, and may post Boys & Girls Club signage outside the Community Center, provided such signage is not political and nonsectarian and such signage or the removal thereof does not damage any part of the Community Center or grounds.

B. The City will provide keys to essential Lessee staff so staff can secure and lock-up the room and office and Lessee property. No keys to the Community Center or any rooms therein may be copied without the permission of the Director.

C. Alarm codes to the Community Center will be given to designated representatives of Lessee. No alarm codes to the Community Center may be shared with or disclosed to non-essential Lessee employees or staff.

D. Storage cabinets located in the Kings River and Monterey rooms and the Sequoia office may be used and locked by Lessee.

E. Lessee may use the mailing address of the Community Center for handling of mail and shipping items to and from the Club.

F. Lessee shall maintain the rooms and office in good order. Damages to the rooms, office, or furnishings therein shall be repaired or replaced by, Lessee, normal wear and tear excluded.

9. Repairs and Maintenance. Except for any damage caused directly by Lessee' use of the Community Center, City shall be responsible for repairs to and maintenance of the Community Center's structural components, heating and air conditioning systems and electrical systems.

10. No Assignment or Subletting. Lessee shall have no right or authority to assign or sublet this Lease Agreement or any rights or obligations hereunder, including without limitation the right to use the Community Center, without the City's prior written consent.

11. No Liens or Encumbrances. Lessee shall have no right to, and shall not, permit the encumbrance of the Community Center for any reason. Lessee shall not permit the recording of any encumbrance or permit the recordation of any lien with respect to the Community Center. Lessee shall have no right to pledge, assign, transfer, or collaterally assign, pledge or transfer any portion of the Community Center or any other improvements thereon.

12. Indemnification. Except for the sole negligence of City, Lessee shall defend, indemnify and keep and hold City, including City's officers, employees, agents, their successors and assigns, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of Lessee, sustained in, on, or about the demised premises or arising out of Lessee's use or occupancy thereof, as a proximate result of the acts or omissions of Lessee, its employees and agents, or its contractors, licensees, invites or subtenants, their successors and assigns or arising out of the condition of the property.

City shall, by appropriate, written notice to Lessee, advise Lessee as soon as practicable regarding any potential liability of Lessee under this Section.

13. Insurance Requirements. Without limiting Lessee's indemnification of the City, and prior to commencement of work, Lessee shall obtain, provide, and continuously maintain at its own expense during the term of this Lease, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

A. Workers' Compensation. Lessee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's

Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Lessee shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

B. General Liability. Lessee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

C. Proof of Insurance. Lessee shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City, prior to

commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.

E. Enforcement of Contract Provisions (non estoppel). Lessee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Lessee of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

F. Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

G. Notice of Cancellation. Lessee agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

14. Notices. Any notice or demand to be given hereunder shall be duly given if delivered or mailed as follows:

To BGClubs: Boys & Girls Clubs of Fresno County
Attn: CEO
540 North Augusta Street
Fresno, California 93701
Facsimile: 559-266-0664

To City: City of Reedley
Attn: Community Services Director
100 N. East Avenue
Reedley, California 93654
Facsimile: 559-637-7253

and shall be deemed effective upon delivery if personally delivered or sent via facsimile, and if mailed upon deposit, postage prepaid, in an official depository maintained by the United States Post Office for the collection of mail.

15. General Provisions. The following general provisions apply to this Agreement:

A. Full Understanding of the Parties. This Lease Agreement represents the total and complete understanding of the Parties. Any other oral understandings or other prior understandings shall have no force or effect. This Lease Agreement is intended to be comprehensive as an integrated agreement containing all of the understandings and contractual obligations of the parties.

B. Further Assurances. The City and Lessee agree to cooperate fully in carrying out the terms and conditions of this Lease Agreement, including the execution of such documents or taking further action that may be necessary to carry out the purposes and intent of this Lease Agreement.

C. Compliance with Laws and Regulations. The Parties shall comply with all

applicable laws and regulations in performing any rights or obligations of this Lease Agreement, or which may be applicable to the Club or Community Center.

D. Severability. If any provision in this Lease Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. Each and every provision required by law to be inserted into this Lease Agreement shall be deemed to be inserted herein, and the Lease Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Lease Agreement shall forthwith be physically amended to make such insertion or correction.

E. Amendment. The terms of this Lease Agreement shall not be amended in any manner except by written agreement signed by the Parties.

F. Headings and Captions. The clause headings or captions appearing in this Lease Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

G. Authorized Representative. Each signatory to this Lease Agreement on behalf of an entity other than an individual, represents and warrants that he or she is the duly authorized representative of the Party for whom the signatory executes this Lease Agreement and may bind such entity to this Lease Agreement.


EXECUTION

Wherefore, the Parties hereto, by their signatures herein below, enter into this Lease Agreement effective as of the Effective Date.

CITY OF REEDLEY

Signed:  Date: 8/30/10
Print Name: Nicole R. Zieba
Title: City Manager

BOYS & GIRLS CLUBS OF FRESNO COUNTY

Signed:  Date: 9/13/10
Print Name: Sue Quigley
Title: Chief Volunteer Officer

Signed:  Date: 9/14/18
Print Name: Diane Carbray
Title: CEO



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 7

DATE: August 28, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A TWO (2) YEAR LEASE AGREEMENT WITH THE BOYS & GIRLS CLUBS OF FRESNO COUNTY TO CONTINUE USE OF THE REEDLEY COMMUNITY CENTER

SUBMITTED: Sarah Reid
Community Services Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign a two (2) year Lease Agreement with the Boys & Girls Clubs of Fresno County to continue to use the Reedley Community Center.

EXECUTIVE SUMMARY

Staff recommends continuing the partnership with the Boys & Girls Club for two more years. The Lease Agreement will allow use of the Kings River, Monterey and Sequoia Rooms at the Reedley Community Center. During the past seven years, both the Boys & Girls Club and Reedley Community Services Department have worked well together. A few minor changes are being recommended, as well as listing previously agreed upon past practices. The hours of operation will continue to be 2:00 – 7:00 p.m. Monday through Friday during the school year with extended hours during school holidays and the summer break.

Recommended changes include:

- 1) Janitorial responsibilities to include the hallway that extends into the park.
- 2) To include language for the previously agreed upon Boys & Girls Club employee assigned to the Junior Giants baseball program.
- 3) Due to how busy the Community Center is, city staff is recommending some flexibility to utilize the rooms for agreed upon activities.
- 4) Converting the Memorandum of Understanding to a Lease Agreement, as this more accurately describes the partnership.

BACKGROUND

In April 2011, the Boys & Girls Club entered into an agreement with the City of Reedley to utilize the Community Center for the Boys & Girls Club programs. The partnership has been beneficial to both

parties.

The Boys & Girls Club provides an opportunity for kids ages 6-18 to meet in a club-like atmosphere. Activities include playing games, crafts, and academic support. The program is also involved in teaching drug, alcohol and gang prevention.

Boys & Girls Club staff cleans up the Kings River, Monterey and Sequoia rooms to minimize the impact on Community Services staff. Boys & Girls Club hires a staff member to monitor Junior Giants games after hours and assists parents with online registration. Boys & Girls Club staff supports Community Services special events by providing staff and giveaways. In addition, the Community Services Department has been able to offer the facility later into the evenings for meetings and programs due to Boys & Girls Club staff locking the facility.

FISCAL IMPACT

As there are no operational changes to the agreement, there is no additional fiscal impact to the City. Currently, the City is paying for utilities (approximately \$200 per month) and assumes the loss of revenue for the room. In this agreement, Boys & Girls Club is not being charged for use of the room or utilities. The current adopted fee for this room is \$42 per hour.

PRIOR COUNCIL ACTIONS

On April 12, 2011, Reedley City Council authorized the City Manager to sign the original Memorandum of Understanding with Boys & Girls Clubs of Fresno County.

On May 14, 2013, Reedley City Council authorized the City Manager to sign Memorandum of Understanding with Boys & Girls Clubs of Fresno County.

On August 23, 2016, Reedley City Council authorized the City Manager to sign Memorandum of Understanding with Boys & Girls Clubs of Fresno County.

ATTACHMENTS

Lease Agreement between the City of Reedley and the Boys & Girls Clubs of Fresno County.

Motion: _____

Second: _____