

LEASE AGREEMENT

PORTABLE FACILITY AT CIRBY ELEMENTARY SCHOOL

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 20__, by and between City of Roseville, a municipal corporation ("CITY"), and Placer Community Action Council, Inc., a California nonprofit corporation ("LESSEE"),

W I T N E S S E T H:

WHEREAS, CITY owns two 24' x 40' portable buildings located on the Cirby Elementary School campus at 814 Darling Way in Roseville which are depicted more specifically in Exhibit "A", attached ("the Property"); and

WHEREAS, CITY is willing to lease the Property to LESSEE for purposes of operating "Headstart" and "Early Headstart" state preschool programs subject to the terms of this Lease; and

NOW, THEREFORE, the parties agree as follows:

1. Lease. CITY hereby grants to LESSEE a lease of the Property for educational and recreational purposes, subject to the terms of this Agreement.
2. Term. The term of the Lease granted by this Agreement shall begin January 1, 2021 and terminate on December 31, 2023.

3. Rent. LESSEE shall pay the sum of two thousand five hundred dollars (\$2,500.00) per year payable in advance on January 30th of each year.

4. Maintenance and Repairs. CITY shall have no obligation to maintain or repair any portion of the Property, including structural parts of the Property, leased to LESSEE, and all such maintenance and repair shall be the obligation of LESSEE. Maintenance of unexposed HVAC, electrical, plumbing, and sewage systems which requires entry into bearing or exterior walls, or remodeling of the Property which requires entry into or moving of bearing walls, shall be at LESSEE's sole expense and only after receipt of CITY's written consent, which consent shall not be unreasonably withheld.

5. Utilities. LESSEE shall pay for all utilities in connection with its use of the Property.

6. Indemnification. LESSEE shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of LESSEE's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence. The parties intend that this provision shall be broadly construed.

7. Insurance. LESSEE agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	Bodily Injury: \$500,000 per person \$1,000,000 per accident Property Damage: \$100,000 per occurrence
Professional Liability (errors and omissions)	\$1,000,000 per claim

LESSEE shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. LESSEE shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of LESSEE. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. LESSEE shall provide thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement. LESSEE shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims made basis is subject to the prior approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be

construed to relieve LESSEE of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by CITY in writing.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve LESSEE of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provision of this Agreement or law.

8. Modifications. LESSEE shall not alter or modify the interior or exterior of the Property without CITY's prior written consent, which consent shall not be unreasonably withheld. Requests from LESSEE to make alterations or modifications shall be in writing.

9. Inspections. CITY shall have the right to inspect the premises at any reasonable time.

10. Access to Other Areas. Access to any additional Cirby Elementary School campus facilities, including but not limited to, restrooms, classrooms, multi-purpose rooms, parking lots, fields, blacktops, play grounds, and play structures, must be granted by the CITY or the Roseville City School District as appropriate.

11. Waiver of Relocation Benefits and Assistance. LESSEE hereby agrees and acknowledges that LESSEE has not been displaced by CITY and thus is not entitled to any relocation benefits or assistance under the California Relocation Assistance Law or any other law, regulation or policy. LESSEE agrees and covenants to waive any claim or potential claim for relocation assistance and benefits associated with this Lease.

12. Possessory Interest. LESSEE hereby agrees and acknowledges that its interest created by this Lease may be subject to a possessory interest tax. LESSEE shall be fully

responsible for payment of any such tax. CITY shall have no obligation to pay any portion of such tax.

13. Default. If LESSEE has not complied in good faith with the terms and conditions of this Lease, CITY may declare a default of this Lease. CITY shall give LESSEE a written notice of the default, after which LESSEE shall cure the default within thirty (30) days. If LESSEE fails to cure the default to the satisfaction of the CITY within that period, CITY may terminate the Lease.

14. Termination. Either party may terminate this Agreement at any time upon giving thirty (30) days advance written notice to the other party. Upon termination of this Lease, LESSEE shall remove all of its property and materials from the Property and return it to the condition it was in prior to LESSEE's use of the Property within thirty (30) days of termination.

15. Notice. Any notices required or permitted by this Agreement shall be delivered personally or mailed with U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

LESSEE

Kristi LaRoche
PR&L Superintendent
316 Vernon Street, Ste. 400
Roseville, CA 95678

Placer Community Action Council
Denyse Cardoza, Executive Director
1166 High Street
Auburn, CA 95603

16. Attorney's Fees. In any legal action arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees.

17. Venue. Any legal action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

18. Integration. This is an integrated Agreement, and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

19. No Assignment. LESSEE shall not assign this Agreement or LESSEE's rights and obligations hereunder, in whole or in part.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and LESSEE has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

PLACER COMMUNITY ACTION
COUNCIL, a California nonprofit
corporation


BY: _____
DOMINICK CASEY
City Manager


BY: _____
DENYSE CARDOZA
Executive Director

ATTEST:

and

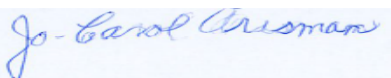
BY: _____
SONIA OROZCO
City Clerk


BY: _____
NANCY MYERS
Fiscal and Administrative Director


APPROVED AS TO FORM:

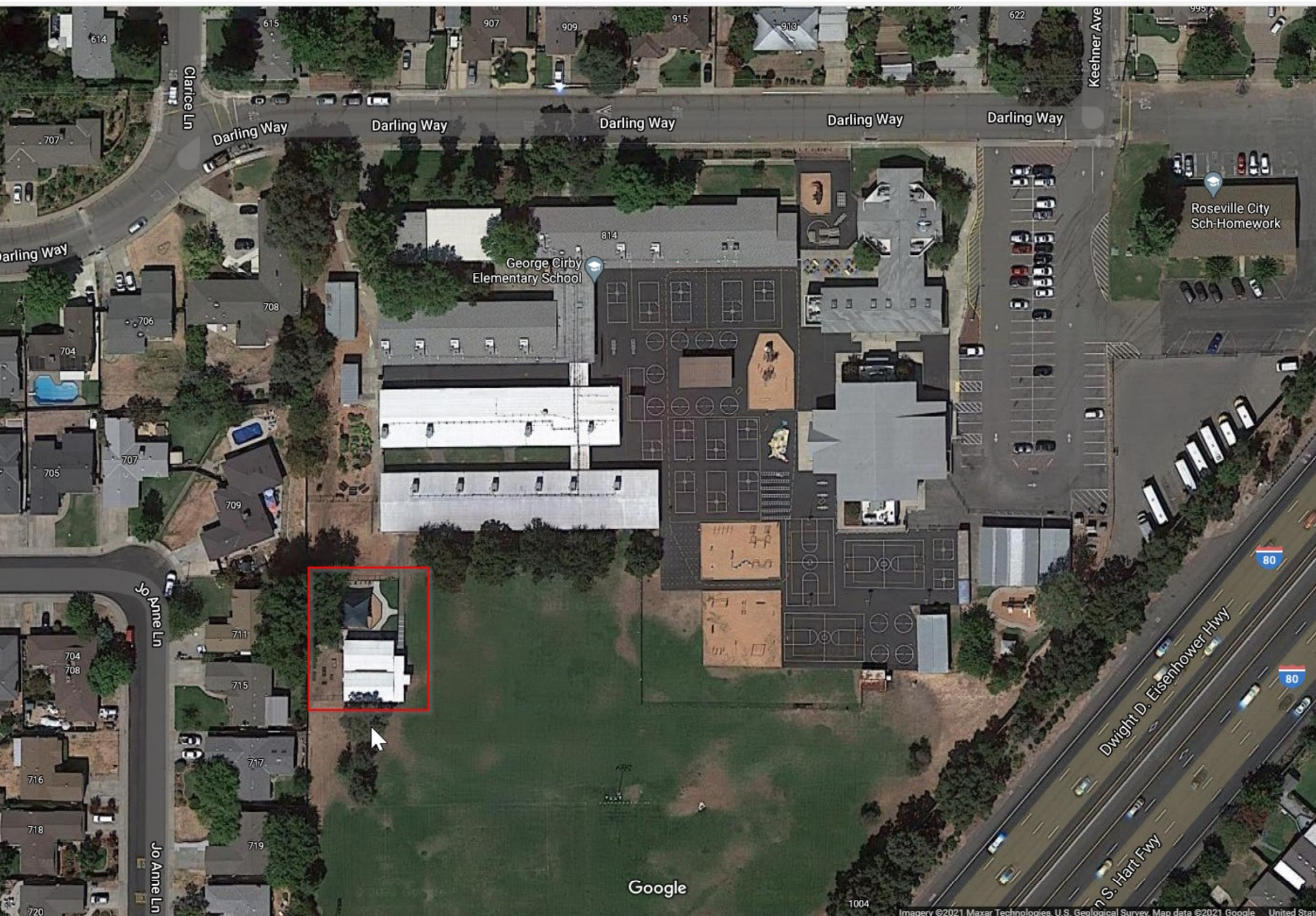
and

BY: _____
ROBERT R. SCHMITT
City Attorney


BY: _____
JO-CAROL ARISMAN
Board of Directors Chairperson

APPROVED AS TO SUBSTANCE:

BY: 
JILL GELLER
Parks, Recreation and Libraries Director



George Kirby Elementary School

Roseville City Sch-Homework

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