



Council Agenda Report

From: Julie Dahlen
Subject: Municipal Pool Lease Extension
Date: May 2, 2017

Facts

1. The City owns the Municipal Pool located on property owned by the Paso Robles Joint Union School District at 534 28th St.
2. On May 10, 2007, the City and the District entered into a lease agreement that amended and clarified each party's rights and responsibilities with regard to the Municipal Pool Facility at 534 28th St. The 2007 lease terminated a previous agreement established in 1993.
3. The May 10, 2007 lease agreement expires as of 11:59 p.m. on May 10, 2017 with an option to extend the term for up to two additional terms of five years each.
4. On April 12, 2017, the City received written confirmation that the District wishes to exercise its first lease extension that would cause the lease to remain in effect through May 10, 2022.
5. The City is amenable to renewing the lease agreement, with minor amendments to reflect current use patterns, through May 10, 2022.

Options

1. Do nothing.
2. Adopt Resolution No. 17-XXX authorizing the City Manager to execute a 5-year lease extension for the Paso Robles Joint Union School District for the use of the Municipal Pool Facility at 534 28th St.

Analysis and Conclusions

The City and the Paso Robles Joint Union School District have a long history of effectively sharing the use of the Municipal Pool to meet the needs of local students during the school year as well as community needs throughout the year. The current lease agreement, with minor amendments, is satisfactory for at least five additional years.

Fiscal Impact

For its right to use the Municipal Pool Facility, the district shall annually pay the City an amount equal to 18% of the costs for chemicals, electricity, natural gas and maintenance labor in connection with the operation and maintenance of the pool.

Recommendation

To adopt Resolution No. 17-XXX authorizing the City Manager to execute a 5-year lease extension for the Paso Robles Joint Union School District for the use of the Municipal Pool Facility at 534 28th St.

Attachments

1. Lease Agreement between the City of El Paso de Robles and the Paso Robles Joint Unified School District.
2. First Amendment to Lease
3. Resolution No. 17-XXX



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

Case 06-220
11/21/2006
ORIGINAL

LEASE AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT MUNICIPAL POOL FACILITY

THIS AGREEMENT (hereinafter called "AGREEMENT"), made and entered into this 10th day of May, 2007, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation (hereinafter called "CITY"), and the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT (hereinafter called "DISTRICT").

RECITALS

- A. Education Code section 10900 et seq. of the State of California authorizes and empowers cities and school districts to organize, promote and conduct programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State, and to enter into agreements with each other for such purpose.
- B. Pursuant to those code sections, the CITY, through its Department of Library and Recreation Services, and the DISTRICT, under the "Agreement Between the City of El Paso de Robles and the Paso Robles Public Schools Regarding the Use of Facilities," originally drafted in the 1980's and last amended on October 12, 1993 (hereinafter called "1993 AGREEMENT"), have been sharing the use and expense of various community facilities.
- C. As part of the 1993 AGREEMENT, the CITY and the DISTRICT have been sharing the use and expense of the Municipal Pool facility located at 28th and Oak Streets. The facility includes the swimming pool (the "MUNICIPAL POOL"), therapy pool ("Therapy Pool"), adjacent surface parking lot and bathhouse (collectively referred to herein as "POOL FACILITY"). A legal description of the POOL FACILITY is attached hereto as Exhibit A and incorporated herein by reference.
- D. The POOL FACILITY is located on DISTRICT property.
- E. The parties desire to amend and clarify each party's rights and responsibilities with regard to the POOL FACILITY and agree that the provisions of the 1993 Agreement, as they relate to the POOL FACILITY, should be terminated.
- F. In the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the CITY and DISTRICT is both necessary and desirable.

AGREEMENT

The CITY and the DISTRICT enter into this agreement including the following covenants, terms and conditions:

1. INCORPORATION OF RECITALS. The above recitals, including the paragraph preceding the recitals, are hereby incorporated into this AGREEMENT as if set forth herein in full.
2. LEASE OF POOL FACILITY. DISTRICT leases to CITY and CITY hires from DISTRICT, for the consideration described in Section 8 of this AGREEMENT, the POOL FACILITY. CITY is granted the right at all times during the AGREEMENT TERM to exclusive use of the POOL FACILITY, subject to the provisions of this AGREEMENT.
3. TERM. The term of this AGREEMENT shall commence on the date the last party executes the AGREEMENT ("EFFECTIVE DATE") and continue for ten (10) years. The parties may agree to extend the term of this AGREEMENT for two (2) additional terms of five (5) years each.
4. PURPOSE. The CITY shall use the MUNICIPAL POOL for Water Safety Instruction, lifesaving classes, recreational swimming programs, and other uses consistent with this AGREEMENT. In addition, CITY shall be responsible for scheduling use of the MUNICIPAL POOL for DISTRICT's programs, as set forth in Section 5 of this AGREEMENT. The CITY shall schedule all uses for the Therapy Pool.
5. USE OF MUNICIPAL POOL BY THE DISTRICT. During the normal school year (September through May), CITY agrees to make the MUNICIPAL POOL available for use by the DISTRICT for the purpose of conducting DISTRICT's swim activities, including swim club activities as approved by the DISTRICT, swim team workouts, water polo workouts, swim meets, water polo meets, swimming instruction and other swimming activities that may be established or approved by the DISTRICT. DISTRICT's schedule shall also include the times required by North County Aquatics ("NCA") for its programs as described in the following paragraph. DISTRICT shall be responsible for providing CITY by July 1 of each year a schedule of the specific days and times it wishes to use the MUNICIPAL POOL for the coming school year. In addition, DISTRICT shall be solely responsible for providing appropriate supervision at the MUNICIPAL POOL for all of its activities.

DISTRICT currently has an agreement with NCA pursuant to which NCA pays DISTRICT for the right to use the MUNICIPAL POOL for its programs, which benefit the citizens of CITY. DISTRICT agrees and acknowledges that, as further consideration for the CITY obligations being undertaken in this AGREEMENT, it shall continue to allow NCA to use the MUNICIPAL POOL in substantially the similar manner and amounts of time and that, in any contracts entered into after the

date of this AGREEMENT, it shall not charge NCA each year more than an amount calculated as follows: DISTRICT CONTRIBUTION for that year multiplied by a fraction, the numerator of which is the number of hours NCA uses the MUNICIPAL POOL for such year and the denominator of which is the total number of hours specified in DISTRICT's annual schedule for use, as set forth in the preceding paragraph.

6. SCHEDULING, OPERATION AND MAINTENANCE. The CITY will be responsible for operating and scheduling the use of the POOL FACILITY during the term of this AGREEMENT. In addition, CITY shall be responsible for performing all repairs, operation and maintenance work at the POOL FACILITY.
7. PERMITTING OTHER USE. The CITY may permit and charge other agencies, private clubs, community organizations, and/or the public for the use of the MUNICIPAL POOL during the term of this AGREEMENT that does not conflict with DISTRICT's use of the MUNICIPAL POOL, as scheduled pursuant to Section 5, above, and retain any revenue derived therefrom. All third parties shall be required to provide evidence of insurance and a waiver of liability satisfactory to CITY.
8. CONSIDERATION. The following shall comprise consideration for the AGREEMENT.
 - A. RENT. The CITY's rent shall be its payment of the costs for normal operation and maintenance of the MUNICIPAL POOL and administrative costs for scheduling its use by DISTRICT as follows: (i) Eighty-two percent (82%) of the costs for chemicals, electricity, natural gas and maintenance labor in connection with the operation and maintenance of the MUNICIPAL POOL, and (ii) one hundred percent (100%) of the remaining costs associated with the normal and routine operation and maintenance of POOL FACILITY
 - B. DISTRICT'S CONTRIBUTION. For its right to use the MUNICIPAL POOL, the DISTRICT shall annually pay City an amount equal to eighteen percent (18%) of the costs for chemicals, electricity, natural gas and maintenance labor in connection with the operation and maintenance of the MUNICIPAL POOL and as invoiced by the CITY ("DISTRICT CONTRIBUTION").
 - C. The CITY shall pay all costs identified above, subject to the DISTRICT CONTRIBUTION under this Section 8. The CITY shall be responsible for developing estimates at the beginning of the fiscal year using the prior fiscal year's actual operation costs. No later than June 1, the CITY shall prepare and send an invoice detailing the costs and calculating the amount of the DISTRICT CONTRIBUTION for that fiscal year. [By way of example, CITY shall pay all operation and maintenance costs for the 2006-07 fiscal year, and shall send to DISTRICT an invoice by June 1, 2007 indicating the

amount of the DISTRICT CONTRIBUTION for the 2006-07 fiscal year.] Payment of the DISTRICT CONTRIBUTION shall be made as described in paragraph 9(D) below by June 30 for that fiscal year.

- D. DISTRICT shall send the requested amount to CITY c/o Administrative Services, 1000 Spring Street, Paso Robles, CA 93446. Upon request, CITY shall provide DISTRICT with evidence reasonably satisfactory to DISTRICT of the operation and maintenance costs of the MUNICIPAL POOL.

In the event that in any year during the term of this AGREEMENT, DISTRICT is unable to pay the full amount of its DISTRICT CONTRIBUTION, the parties agree that CITY shall receive a credit ("CREDIT") equal to the unpaid amount, which CREDIT shall be applied towards the purchase price of the POOL FACILITY, in the event that City exercises its PURCHASE OPTION, as set forth in Section 11 of this AGREEMENT.

9. AUDIT RECORDS AND ACCOUNTING. The CITY shall maintain adequate records and account for all expenses directly charged to the MUNICIPAL POOL and assign them on the above basis. DISTRICT shall have the right to request evidence to support any costs allocated to DISTRICT.
10. IMPROVEMENTS. DISTRICT agrees that any improvements that become a permanent part of the property shall remain a part of the property. Further, the DISTRICT shall not install any permanent improvements to the POOL FACILITY without the CITY's specific prior written approval.
11. OPTION TO PURCHASE POOL FACILITY. If or when during the term of this AGREEMENT, DISTRICT determines that it wishes to sell or otherwise transfer the POOL FACILITY or any portion thereof, DISTRICT agrees that it shall notify CITY in writing of such decision and shall not offer the POOL FACILITY or any portion thereof to any other party. Within one hundred twenty (120) days of receipt of such written notice, CITY shall notify DISTRICT in writing whether it wishes to exercise its option to purchase (the "PURCHASE OPTION") the POOL FACILITY or portion thereof. The parties acknowledge that CITY has made a considerable investment of CITY funds in the POOL FACILITY since its installation and will continue to do so, and that such investment is consideration for this PURCHASE OPTION.

The purchase price for the POOL FACILITY or applicable portion thereof shall be an amount as agreed upon by the parties. If the parties cannot agree upon a purchase price within sixty (60) days after the date of CITY's written notification of its exercise of this purchase option, the parties shall have an appraiser, selected by mutual agreement of the parties, prepare an appraisal of the POOL FACILITY or applicable portion, based on its then-current condition and use as a municipal pool facility. The purchase price for the POOL FACILITY, or portion thereof, shall be the amount agreed upon by the parties or the appraised value, whichever is

applicable, minus the total amount of CREDIT, if any, that CITY is entitled to receive pursuant to the provisions of Section 8 and/or Section 12 of this Agreement.

12. PROPERTY DAMAGE. DISTRICT shall notify the CITY promptly in writing if any facilities at the POOL FACILITY have been vandalized, damaged, are in need of repair or present a safety factor for any user during its use of the MUNICIPAL POOL. If the CITY repairs the property damage, the DISTRICT will be responsible for paying for such repairs needed on account of damage caused by the DISTRICT, its personnel or its users. The CITY will invoice the DISTRICT for the repair costs, and the DISTRICT shall pay the CITY within thirty (30) days of the invoice. In the event that DISTRICT is unable to pay for the costs to repair such damage to the POOL FACILITY, CITY shall be entitled to receive a CREDIT for the costs of such repair, which CREDIT shall be applied to determine the purchase price for the POOL FACILITY, as set forth in Section 11 of this Agreement.

13. INSURANCE. The DISTRICT shall, at its expense, maintain during the term of this AGREEMENT, comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence, and \$500,000 for damage to or destruction of property in any one occurrence and \$2,000,000 general aggregate limit. The CITY shall be named as an additional insured on the District's policy by endorsement. Within thirty (30) days of the date of this AGREEMENT, DISTRICT shall deliver to the CITY evidence of the existence and amounts of such insurance and an endorsement naming the CITY as an additional insured. The DISTRICT's policy shall be considered the primary policy for any occurrences arising out of DISTRICT's use of the POOL FACILITY. The policy shall include a provision that it shall not be subject to cancellation or subject to reduction of coverage except after 20 days prior written notice to the CITY.

In addition, CITY shall name DISTRICT as an additional insured on the CITY's policy for the POOL FACILITY.

14. INDEMNIFICATION. Each party hereto shall indemnify the other for any damage, expense (including attorney's fees) or liability arising out of or relating to the performance of its duties in relation to this AGREEMENT, to the extent such damage, expense or liability is caused by its negligent act or omission, wrongful conduct, or breach of its duties under this AGREEMENT. Further, each party hereto shall be responsible for any and all damage to the property of the other party resulting from such liable party's use of the POOL FACILITY pursuant to this AGREEMENT.

15. DISPUTES. In the event of a disagreement between the CITY and the DISTRICT on the interpretation of any provision of this AGREEMENT, the City Manager and District Superintendent, or their designees, shall meet and resolve the differences within 30 days. If they are unable to resolve their differences informally, the dispute shall be submitted to mediation before a mutually agreeable mediator. The costs of the mediator shall be borne equally by the CITY and the DISTRICT.
16. TERMINATION. This AGREEMENT may be terminated on the 30th day of June of any year hereafter upon either party giving written notice to the other party 360 days prior to termination date of its intention to so terminate. The CITY agrees, upon termination hereof, to quit and surrender the POOL FACILITY in the same order and condition as the POOL FACILITY was in at the time of commencement of the TERM hereof, reasonable wear and tear excepted.
17. DEFAULT. In the event the CITY or the DISTRICT shall be in default in the performance of any obligation on either party's part to be performed under the terms hereof, which default shall continue for thirty (30) days following the giving of notice thereof and demand for correction thereof by one party to another, the party not in default may exercise any and all remedies granted by law or equity.
18. REPRESENTATION OF DISTRICT. The DISTRICT represents, and the CITY acknowledges, that the DISTRICT is the owner and lessor of the POOL FACILITY.
19. ASSIGNMENT. This AGREEMENT shall be binding upon the parties hereto and their heirs and successors; however, this paragraph shall not be construed as authorizing any transfer or subleasing of the property except as indicated in this AGREEMENT. No assignment, transfer or sublease of this AGREEMENT shall be binding unless approved in writing, in advance by the other party.
20. AMENDMENT. This AGREEMENT may be amended only by written instrument approved by the DISTRICT's Board of Trustees and the CITY's City Council.
21. INTEGRATION. This AGREEMENT provides for a program of jointly using the MUNICIPAL POOL. This AGREEMENT represents the entire and integrated agreement between the CITY and the DISTRICT and supersedes all prior negotiations, representations or agreements, either written or oral, related to joint use of the POOL FACILITY. This AGREEMENT may only be amended by the parties in writing.

22. NOTICE. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this AGREEMENT shall be sent (by United State Postal Service or overnight courier) to the parties at the following addresses:

CITY:	City of Paso Robles Department of Public Works Attn: Director of Public Works 1000 Spring Street Paso Robles, California 93446
DISTRICT:	Paso Robles Joint Unified School District 800 Niblick Road Paso Robles, California 93446 Attn: <u>Superintendent</u>

23. Any notice will be effective three (3) working days after it is deposited in the mail, or on the date actually delivered by the courier.
24. A Memorandum of this AGREEMENT shall be recorded in the Office of the San Luis Obispo County Recorder in substantially the form attached hereto as Exhibit B, and incorporated herein by reference.

25. IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by the respective officers and duly authorized by the CITY and the DISTRICT the day and year first above written.


CITY:

CITY OF EL PASO DE ROBLES, a municipal corporation



Frank Mecham, Mayor

ATTEST:



Deborah D. Robinson, Deputy City Clerk

-AND-


DISTRICT:

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT



Debi Saunders, President
Board of Trustees

ATTEST:



Patrick Sayne, Clerk of the Board



LEGAL DESCRIPTION OF POOL FACILITY

Legal Description:

Parcel 1 of Parcel Map PR 86-091 in the City of El Paso de Robles as recorded in Book 40 of Parcel Maps at page 56 in the Office of the County Recorder for the County of San Luis Obispo, in the State of California.

Names of the owners of the Property:

Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93446

APN: 008-102-010

Recorded At The Request Of And
When Recorded, Return to:

City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: Public Works Division

APNs: 008-102-010

Exempt from All Fees and Taxes Pursuant to
Government Code §27383

Recorded at the request of
Public

DOC#: 2007042838



Titles:	1	Pages:	6
Fees			0.00
Taxes			0.00
Others			0.00
PAID			\$0.00

THIS SPACE RESERVED FOR RECORDERS USE

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") is made and entered into as of May 10th, 2007, by and between the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT (hereinafter "District") and THE CITY OF EL PASO DE ROBLES, a municipal corporation of the State of California (hereinafter "City"). This is a Memorandum of that certain Lease Agreement [Municipal Pool Facility] (the "Lease"), entered into between District and City, dated concurrently herewith.

1. District has leased to City, and City has hired from District, that certain real property owned by Landlord and situated in the City of El Paso de Robles, County of San Luis Obispo, State of California, more particularly described in Exhibit A, attached hereto and incorporated by reference herein (the "Pool Facility"), and shown on the Map attached hereto a Exhibit B and made a part hereof. The Pool Facility consists of the land, together with the swimming pool, therapy pool, adjacent surface parking lot and bathhouse located thereon. The Property is located at 28th Street and Oak Street in the City of El Paso de Robles.

2. The Pool Facility shall be used solely for the purposes set forth in accordance with the provisions of the Lease and made available to the District at the times specified in the Lease.

3. The term of the Lease is a period of ten (10) years commencing on the date of the Lease (May 10, 2007), and terminating at 11:59 p.m. on May 10, 2017, unless extended, pursuant to the Lease. City shall have the option to extend the term of the Lease for up to two additional terms of five (5) years each, for a total possible term of twenty (20) years, pursuant to the provisions of the Lease.

4. City shall pay rent in the amount of the costs for certain operation, maintenance and administrative costs associated with the Pool Facility, as set forth in the Lease. District is

also required to contribute a portion of certain costs for operation and maintenance, as set forth in the Lease.

5. The Lease also provides that City has an option to purchase the Pool Facility from District, on the terms and conditions set forth in the Lease.

6. This Memorandum is made upon all the terms and conditions contained in the Lease between District and City, and all of said terms and conditions are incorporated by reference herein. This is a Memorandum, prepared for recording purposes only, and nothing herein shall be deemed or construed to modify or amend any of the terms of the Lease.

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective parties hereto have executed this Memorandum of Lease, personally or by officers or agents thereunto duly authorized.

DISTRICT:

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

By: Debi A. Saunders
Debi Saunders, President
Board of Trustees

CITY:

CITY OF EL PASO DE ROBLES

By: Frank Mecham
Frank Mecham
Mayor

ATTEST:

By: Patrick Sayne
Patrick Sayne, Clerk of the Board

ATTEST:

By: Deborah Robinson
Deborah Robinson, Deputy City Clerk



STATE OF CALIFORNIA
COUNTY OF San Luis Obispo

On May 10, 2007, before me, Sham R. McCormack,

personally appeared Debra A. Saunders
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sham R. McCormack



* * * * *

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo

On May 10, 2007, before me, Sham R. McCormack,

personally appeared Patrick J. Sayne
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sham R. McCormack



STATE OF CALIFORNIA)
COUNTY OF San Luis Obispo)

On May 15, 2007, before me, Sharie A. Scott, Notary Public.

personally appeared Frank Mecham
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sharie A Scott



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1 of Parcel Map PR 86-091 in the City of El Paso de Robles as recorded December 10, 1986 in Book 40 of Parcel Maps at page 56 in the Office of the County Recorder for the County of San Luis Obispo, in the State of California.

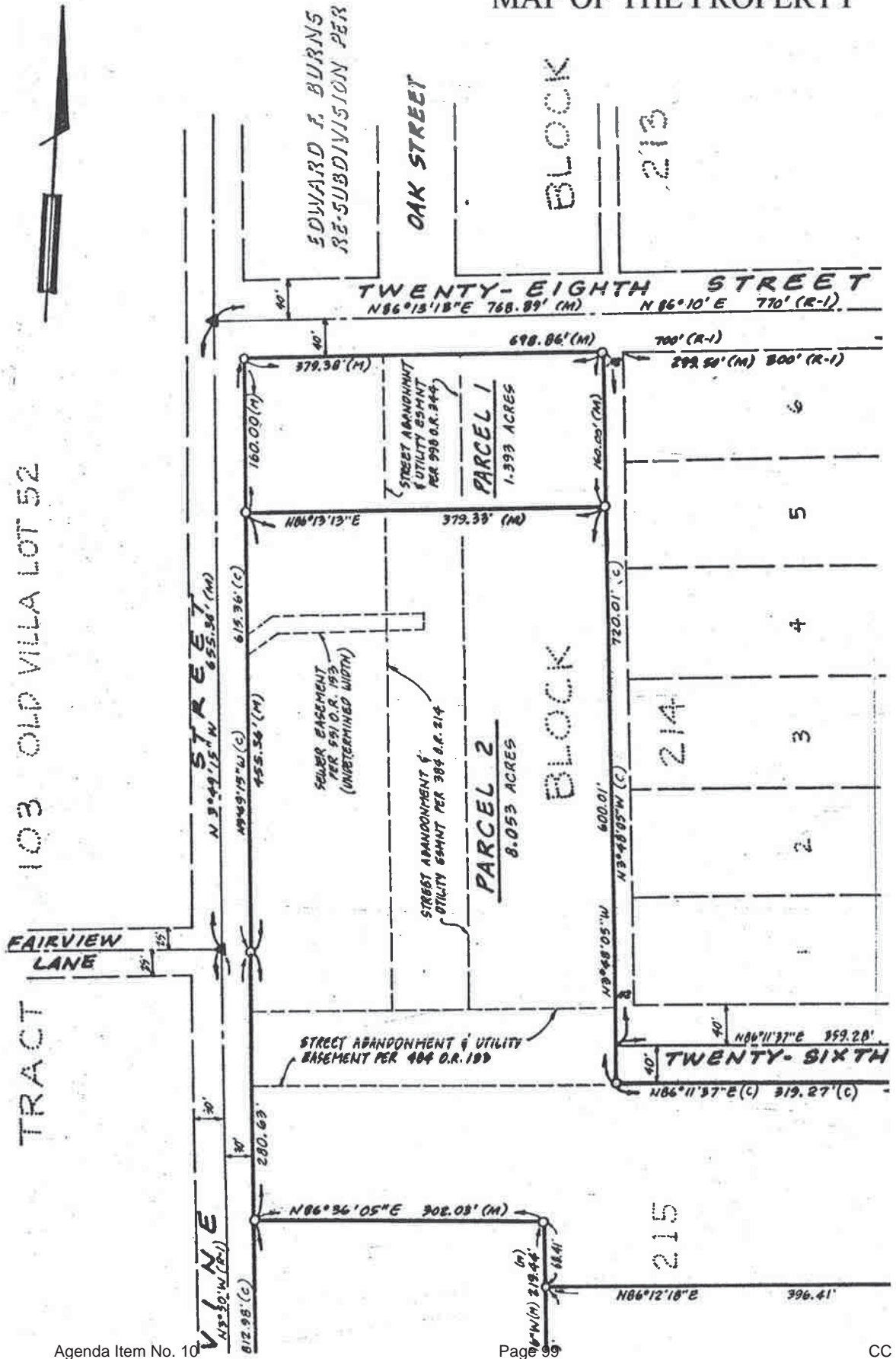
Names of the owners of the Property:

Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93446

APN: 008-102-010

EXHIBIT B
MAP OF THE PROPERTY

TRACT 103 OLD VILLA LOT 52



FIRST AMENDMENT TO LEASE

This First Amendment (“First Amendment”) of the lease agreement by and between the City of El Paso de Robles (CITY) and the Paso Robles Joint Union School District (DISTRICT) dated May 10, 2007 is entered into as of _____, 2017. CITY and DISTRICT may be referred to herein this First Amendment individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Landlord and Lessee entered into a Lease Agreement, dated May 10, 2007 (the “Lease”) to clarify each party’s rights and responsibilities with regard to the Municipal Pool Facility at 534 28th Street. The pool facility is owned by the CITY and located on DISTRICT property.

B. The initial term of the lease is for ten (10) years and provides an option for the parties to extend the term of the lease for two (2) additional terms of five (5) years each.

C. DISTRICT has confirmed with CITY that it wishes to exercise its option to extend the Lease term.

Agreement

1. **Meaning of Terms; Effective Date.** Except as otherwise stated in this First Amendment, all initially capitalized terms in this First Amendment will have the respective defined meanings stated in the Lease, and the terms and provisions of this First Amendment will be considered to be effective as of the date of the Effective Date of this First Amendment.

2. **Revised Lease Expiration Date; Extended Term.** The initial Term of the Lease is currently scheduled to expire at 11:59 p.m. on May 10, 2017. As of the Effective Date of this First Amendment, the Term of the Lease is extended by five (5) years to 11:59 p.m. on May 10, 2022.

3. **Effectiveness of Lease.** Except as explicitly modified by this First Amendment, all of the terms and provisions of the Lease are and remain in full force and effect.

Amendments

Item 4. PURPOSE: The CITY shall use the MUNICIPAL POOL for Water Safety Instruction, lifesaving classes, recreational swimming programs, and other uses consistent with this AGREEMENT. ~~In addition, CITY shall be responsible for scheduling use of the MUNICIPAL POOL for DISTRICT's programs, as set forth in Section 5 of this AGREEMENT.~~ The CITY shall schedule all uses for the Therapy Pool.

Item 5. USE OF MUNICIPAL POOL BY THE DISTRICT: During the normal school year (September through May), CITY agrees to make the MUNICIPAL POOL available

for use by the DISTRICT for the purpose of conducting DISTRICT's swim activities, ~~including swim club activities as approved by the DISTRICT~~, swim team workouts, water polo workouts, swim meets, water polo meets, swimming instruction and other swimming activities that may be established or approved by the DISTRICT. DISTRICT's schedule ~~shall also include the times required by North County Aquatics ("NCA") for its programs as described in the following paragraph.~~ DISTRICT shall be responsible for providing CITY ~~by July 1 of each year~~ a schedule of the specific days and times it wishes to use the MUNICIPAL POOL for ~~the coming~~ **during the** school year. In addition, DISTRICT shall be solely responsible for providing appropriate supervision at the MUNICIPAL POOL for all of its activities.

~~DISTRICT currently has an agreement with NCA pursuant to which NCA pays DISTRICT for the right to use the MUNICIPAL POOL for its programs, which benefit the citizens of CITY. DISTRICT agrees and acknowledges that, as further consideration for the CITY obligations being undertaken in this AGREEMENT, it shall continue to allow NCA to use the MUNICIPAL POOL in substantially the similar manner and amounts of time and that, in any contracts entered into after the date of this AGREEMENT, it shall not charge NCA each year more than an amount calculated as follows: DISTRICT CONTRIBUTION for that year multiplied by a fraction, the numerator of which is the number of hours NCA uses the MUNICIPAL POOL for such year and the denominator of which is the total number of hours specified in DISTRICT's annual schedule for use, as set forth in the preceding paragraph.~~

Item 8. C. The CITY shall pay all costs identified above, subject to the DISTRICT CONTRIBUTION under this Section 8. The CITY shall be responsible for developing estimates at the beginning of the fiscal year using the prior fiscal year's actual operation costs. No later than June 1, the CITY shall prepare and send an invoice detailing the costs and calculating the amount of the DISTRICT CONTRIBUTION for that fiscal year. ~~[By way of example, CITY shall pay all operation and maintenance costs for the 2006-07 fiscal year, and shall send to DISTRICT an invoice by June 1, 2007 indicating the amount of the DISTRICT CONTRIBUTION for the 2006-07 fiscal year.]~~ Payment of the DISTRICT CONTRIBUTION shall be made as described in paragraph 9(D) below by June 30 for that fiscal year.

Item 8. D. DISTRICT shall send the requested amount to CITY c/o Administrative Services, 1000 Spring Street, Paso Robles, CA 93446. Upon request, CITY shall provide DISTRICT with evidence reasonably satisfactory to DISTRICT of the operation and maintenance costs of the MUNICIPAL POOL.

~~In the event that in any year during the term of this AGREEMENT, DISTRICT is unable to pay the full amount of its DISTRICT CONTRIBUTION, the parties agree that CITY shall receive a credit ("CREDIT") equal to the unpaid amount, which CREDIT shall be applied towards the purchase price of the POOL FACILITY, in the event that City exercises its PURCHASE OPTION, as set forth in Section 11 of this AGREEMENT.~~

Item 22. NOTICE: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this AGREEMENT shall be sent (by United State Postal Service or overnight courier) to the parties at the following addresses:

CITY:	City of Paso Robles Department of Public Works Attn: Director of Public Works 1000 Spring Street Community Services Department 600 Nickerson Drive Paso Robles, California 93446
DISTRICT:	Paso Robles Joint Unified School District 800 Niblick Road Paso Robles, California 93446 Attn: _____

[signatures on following page]

**SIGNATURE PAGE TO THE
FIRST AMENDMENT TO LEASE**

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this First Amendment as of the Effective Date first noted above.

LANDLORD:

City of El Paso de Robles, a municipal corporation

By: _____
Thomas Frutchey, City Manager

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
Iris P. Yang
City Attorney

LESSEE:

Paso Robles Joint Union School District

By: _____

Name: _____

Title: _____

RESOLUTION NO. 17-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT WITH THE PASO ROBLES
JOINT UNION SCHOOL DISTRICT TO EXTEND LEASE TERM FOR THE USE OF THE
MUNICIPAL POOL FACILITY AT 534 28TH STREET

WHEREAS, the City of El Paso de Robles owns the Municipal Pool located on property owned by the Paso Robles Joint Union School District (District) at 534 28th Street; and

WHEREAS, on May 10, 2007, the City of Paso Robles and the Paso Robles Joint Union School District entered into a lease agreement that amended and clarified each party's rights and responsibilities with regard to the Municipal Pool Facility at 534 28th St. The 2007 lease terminated a previous agreement established in 1993; and

WHEREAS, the May 10, 2007 lease agreement expires as of 11:59 p.m. on May 10, 2017 with an option to extend the term for up to two additional terms of five years each; and

WHEREAS, on April 12, 2017, the City received written confirmation that the District wishes to exercise its first least lease extension that would cause the lease to remain in effect through May 10, 2022.

WHEREAS, the City is amenable to renewing the lease agreement, with minor amendments to reflect current use patterns, through May 10, 2022.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby approves the First Amendment to Lease Agreement with the Paso Robles Joint Union School District attached hereto as Exhibit A and incorporated herein by reference, and authorizes the City Manager to execute said First Amendment.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 2nd day of May, 2017 by the following roll call vote.

AYES:
NOES:
ABSENT:
ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk