RESOLUTION NO. 17-056

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: Gregory, Strong, Hamon, Reed, Martin
NOES:
ABSENT:
ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

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: _____