



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 21, 2009

SUBJECT: Approve Girl Scout Lease Agreement with Girl Scouts Heart of
Central California

Report in Brief

The Girls Scouts in Woodland meet in a historical building owned by the Girl Scouts Organization but the property under the cabin is owned by the City of Woodland. The City of Woodland has leased the land to the Girl Scouts Organization for many years at a cost of \$1 per year in order to provide Woodland's Girl Scouts would have a place to meet and hold their activities.

Staff recommends that the City Council approve the attached Lease Agreement between the City of Woodland and the Girl Scouts Heart of Central California and authorize the City Manager to execute the agreement.

Background

The Girls Scouts in Woodland meet in a historical building owned by the Girl Scouts Organization but the property under the cabin is owned by the City of Woodland. The City of Woodland has leased the land to the Girl Scouts Organization for many years at a cost of \$1 per year in order that Woodland's Girl Scouts would have a place to meet and hold their activities. This arrangement has been in place for over 50 years and the attached lease agreement is essentially a renewal of an existing situation. The use of the building by the Girl Scouts has been favorable to the City, Woodland Girl Scout troops and the community.

Discussion

As a condition of the lease the Girl Scouts shall keep the leased premises, and every part thereof, in a clean and sanitary condition and repair, free from fire hazards, and shall repair all damage resulting from use by Girl Scouts or any sub lessee. Girl Scouts acknowledges that City shall have no

obligation to maintain the Leased Premises during the term of this Lease. Girl Scouts shall make all arrangements for and pay for such utility services to the Leased Premises as Girl Scouts may require.

Girl Scouts acknowledges that the building constructed on the leased premises has been designated for preservation as a landmark by the City's Historical Preservation Commission, and that any major alterations, additions, improvements to or repairs of such building may not be made without the written approval of City's Historical Preservation Commission, which will review any plans or proposal submitted by Girl Scouts for said alterations, additions, improvements or repair, and obtain a building permit and any other approvals or permits typically required by City for such alterations, additions, improvements or repairs.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

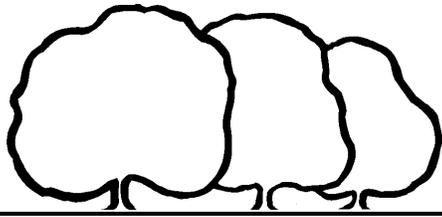
Staff recommends that the City Council approve the attached Lease Agreement between the City of Woodland and the Girl Scouts Heart of Central California and authorize the City Manager to execute the agreement.

Prepared by: Daniel W. Gentry
Director Parks & Recreation

Reviewed by: Andrew Morris
City Attorney

Mark G. Deven
City Manager

Attachments: Lease Agreement with Girl Scouts Heart of Central California



City of Woodland

PARKS & RECREATION DEPARTMENT

Girl Scouts Heart of Central California

LEASE AGREEMENT

July 2009

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into this 21st day of July, 2009, by and between the CITY OF WOODLAND, a municipal corporation of the State of California, hereinafter referred to as “City”, and GIRL SCOUTS HEART OF CENTRAL CALIFORNIA, a California corporation, hereinafter referred to as “Girl Scouts” on the following terms and conditions.

1. THE LEASE

City hereby leases to Girl Scouts all of the following described real property situated in the City of Woodland, County of Yolo, State of California, and more particularly described as follows:

Lot Twenty-Four (24) of Fisher’s Addition according to the map or plat thereof on file and of record in the office of the County Recorder of Yolo County, not including any structure or improvement now or hereafter located thereon (“Leased Premises”).

2. TERM

The term of this Lease shall be for five (5) years, commencing on July 21, 2009 and ending on July 20, 2014.

3. RENT

Girl Scouts shall pay to City, in advance, on or before July 21, 2009, the sum of ONE DOLLAR (\$1.00) per year for the use of Leased Premises.

4. USE OF LEASED PREMISES

The Leased Premises shall be used for the legitimate purposes of Girl Scouts or such other uses as approved by Girl Scouts, subject to compliance with the following:

- A. Girl Scouts shall not commit or suffer to be committed any nuisance or waste upon the Leased Premises;
- B. Girl Scouts shall, at its sole cost and expense, comply with all state and local laws, ordinances, and regulations.

5. MAINTENANCE AND UTILITIES

Girl Scouts shall keep the Leased Premises, and every part thereof, in a clean and sanitary condition and repair, free from fire hazards, and shall repair all damage resulting from use by Girl Scouts or any sublessee. Girl Scouts acknowledges that City shall have no

obligation to maintain the Leased Premises during the term of this Lease. Girl Scouts shall make all arrangements for and pay for such utility services to the Leased Premises as Girl Scouts may require.

6. INSURANCE

Girl Scouts shall, at Girl Scouts' sole cost and expense, obtain and keep in force during the term of this Lease a commercial general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000). The policy shall insure Girl Scouts and City against any liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises, including but not limited to liability for personal or bodily injury, death, damage to real property, and loss or damage to personal property. Girl Scouts shall name City and each of its officers, employees, and agents as an additional insured on such insurance policy. Girl Scouts shall, prior to signing this Lease Agreement, provide City with complete certified copies of all required policies, including endorsements evidencing the coverage and shall be subject to the satisfaction of the City Attorney. Under no circumstances shall Girl Scouts, at any time, use the Leased Premises when the term of an insurance policy provided pursuant to this provision has expired or when any of the terms of this provision have not been completely and fully complied with. Further, each insurance carrier shall give City at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of this Lease.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

Girl Scouts shall indemnify, hold harmless, and defend City, its representatives, officers, officials, agents, and employees against all liability (including without limitation court costs and reasonable attorneys' fees), claims, losses, demands, or actions for injury to, or death of a person or persons, or damages to property relating to, arising out of, alleged to arise out of or in consequence of Girl Scouts' possession of or activity on the Leased Premises, to the extent such liability, claims, losses, demands, or actions are caused by or result from the negligent acts or omissions of Girl Scouts, its representatives, officers, agents, employees, invitees, spectators or participants in Girl Scouts events or other activities on the Leased Premises, or others permitted or allowed onto the Leased Premises by Girl Scouts.

8. ACKNOWLEDGEMENTS

Girl Scouts acknowledges that the building constructed on the Leased Premises and owned by Girl Scouts has been designated for preservation as a landmark by the City's Historical Preservation Commission, and that any major alterations, additions, improvements to or repairs of such building may not be made without the written approval of City's Historical Preservation Commission, which will review any plans or proposal submitted by Girl Scouts for said alterations, additions, improvements or repair, and obtaining a building permit and any other approvals or permits typically required by City for such alterations, additions, improvements or repairs. Girl Scouts has examined the Leased Premises and any common areas to which Girl Scouts and its employees, customers, or visitors will have access, and agrees to take possession of the Leased

Premises in an “as is” condition. Girl Scouts acknowledges and agrees that City has made absolutely no representations, guarantees or warranties regarding the Leased Premises or any common areas, nor has City made representations, guarantees or warranties regarding whether the Leased Premises and common areas and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the commencement date of this Lease. Girl Scouts shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Girl Scouts, and Girl Scouts shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by City shall constitute a default of this Lease.

9. ENTRY AND INSPECTION

City shall have the right to enter and inspect the Leased Premises from time to time upon reasonable notice to Girl Scouts. Except in cases of emergency or when Girl Scouts has abandoned or surrendered the Leased Premises, or when it is impracticable to do so, City shall give Girl Scouts 24 hours’ notice of City’s intent to enter and inspect the Leased Premises, which 24-hour notice shall be deemed reasonable notice.

10. REMOVAL OF ITEMS FROM LEASED PREMISES

Upon expiration of this Lease or on sooner termination, Girl Scouts, within thirty (30) days thereafter, may remove from the Leased Premises all improvements erected by Girl Scouts, its predecessors, successors or assigns, which have been installed by or on behalf of Girl Scouts.

11. SURRENDER

Girl Scouts shall, at the end of term or on sooner termination of this Lease, surrender the Leased Premises and give peaceable possession of the Leased Premises to the City, in satisfactory condition, as determined by the City’s Parks & Recreation Director.

12. POSSESSORY INTEREST TAX

Pursuant to the requirements of Revenue and Taxation Code Section 107.6, Girl Scouts is hereby notified that the private use of the Leased Premises may create a taxable possessory interest, and the party in whom such possessory interest rests may be subject to payment of such tax.

13. TERMINATION

Girl Scouts understands that the Leased Premises are located on public park property and that a future use by City of Leased Premises may become paramount to the use contemplated by this Lease. In such an event or if Girl Scouts’ use of the Leased Premises violates now or in the future any rules, regulations, or requirements of regional or other regulatory agencies, City shall have the right to terminate this Lease without penalty, and Girl Scouts shall surrender the Leased Premises to City per Paragraph 11 of

this Agreement. Without limiting its ability to seek other remedies, either at law or in equity, either party may terminate this Lease and all of the obligations herein, at its option, upon the other party's breach of any of its obligations under this Lease and failure to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party or, if such cure cannot be completed within thirty (30) days, the breaching party's failure to commence such cure within thirty (30) days after its receipt of written notice and thereafter failing to diligently prosecute such cure to completion.

14. DISCRIMINATION

Girl Scouts herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the premises, nor shall Girl Scouts, or any person claiming under or through Girl Scouts, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of the Leased Premises.

15. ASSIGNMENT AND SUBLETTING

Girl Scouts agrees not to convey, assign, sublet or encumber any interest in the Leased Premises during the term of this Lease without first obtaining City's prior written approval, which may be granted or refused in City's sole and absolute discretion. Any attempted sale, conveyance, assignment, sublet, or encumbrance shall be void where prior written approval has not first been obtained from City. Any assignment or subletting approved by City shall not relieve Girl Scouts of any of its obligations or liabilities under this Lease for the term of this Lease, and both Girl Scouts and any subsequent assignor(s) and lessor(s) will be deemed to be bound by this Lease.

16. OTHER CONDITIONS

This Lease supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Girl Scouts and City as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employees, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby. This Lease shall be governed by and construed in accordance with the laws of the State of California, and any action to interpret or enforce this Lease shall be brought and maintained exclusively in the courts of and for Yolo County. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

17. NOTICES

All notices shall be in writing, and delivered in person or transmitted by mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Director of Parks & Recreation
Parks & Recreation Department
2001 East Street
Woodland, CA 95776

Notices required to be given to Girl Scouts shall be addressed as follows:

Executive Director
Girl Scouts Heart of Central California
3005 Gold Canal Drive
Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____, 2009, is effective on the day and year first written above.

CITY OF WOODLAND

GIRL SCOUTS HEART OF CENTRAL CALIFORNIA

By: _____
Mark Deven, City Manager

By: _____
Pamela G. Saltenberger, CEO

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____,
Date Here Insert Name And Title Of the Officer

personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

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