

Expiring Agreement and Prior Staff Reports

DOWNTOWN COMMUNITY CENTER

ADDENDUM TO ORIGINAL CONTRACT

The CITY OF COSTA MESA and CHILDS-PACE, INC. ("Lessee") hereby agree to extend the lease agreement between the CITY OF COSTA MESA and CHILDS-PACE, INC. FOR A PERIOD OF EIGHTEEN (18) MONTHS COMMENCING ON December 15, 1998 TO INCLUDE A \$432.00 monthly rental fee for the use of AGREED UPON AREAS at the Downtown Community Center, 1860 Anaheim Avenue, Costa Mesa, California 92627.

Beginning December 15, 1998 your rental fee will be \$432.00 per month payable to the CITY OF COSTA MESA and shall be due on the first day of each month.

This Agreement is subject to a ninety (90) day written cancellation clause.

Except as provided herein, the terms of the original lease agreement shall remain in full force and effect.

All other terms and conditions of the original lease agreement remain in effect.

I hereby agree to the above outlined Lease Extension.

[Signature]  
Signature

President, Board of Directors  
Title

SHARON L. CLARKE  
Print or Type Name

5-21-99  
Date

Representing CHILDS-PACE, INC.

[Signature]  
Signature

MAYOR  
Title

GARY MONAHAN  
Print or Type Name

6-7-99  
Date

Representing City of Costa Mesa

APPROVED AS TO ECRM  
BY: [Signature]  
CITY ATTORNEY'S OFFICE  
CITY OF COSTA MESA



## **CITY COUNCIL AGENDA REPORT**

MEETING DATE: JUNE 7, 1999

ITEM NUMBER: VI-13

**SUBJECT:** DOWNTOWN COMMUNITY CENTER TENANT LEASE RENEWAL

**DATE:** MAY 14, 1999

**FROM:** COMMUNITY SERVICES DEPARTMENT

**PRESENTATION BY:** KEITH VAN HOLT, COMMUNITY SERVICES DIRECTOR

**FOR FURTHER INFORMATION CONTACT:** KEITH VAN HOLT, AT (714) 754-5300

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### **RECOMMENDATION:**

That City Council approve and authorize the Mayor to sign the necessary addendum to extend the Downtown Community Center tenant lease agreement with CHILDS-PACE, INC.

### **BACKGROUND:**

The lease agreement between the City and Childs-Pace, Inc. expired on December 15, 1998. This is a year-round non-profit, state subsidized program operated by the Childs-Pace Foundation which has a Board of Directors. The staff are all state licensed; they are all certified teachers, as well.

Childs-Pace is licensed to care for 35 children, ages 5-14. Currently enrollment is at 35.

Community Services staff delayed renewal of the addendum in December 1998, waiting a decision of the inclusion of space for the Childs-Pace program in the New Downtown Community Center.

### **ANALYSIS:**

If approved, the lease will be extended for eighteen months through June 30, 2000, in order to bring lease renewals in line with the fiscal year rather than the calendar year. Rent increases were not considered at this time, but will be considered as part of the 2000-2001 Budget presentation and the completion of the New Downtown Community Center in July 2000.

FISCAL REVIEW:

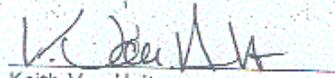
The estimated additional revenue generated will be \$7,776.

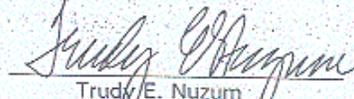
LEGAL REVIEW:

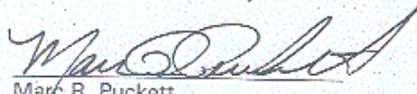
The City Attorney has reviewed the lease agreement addendum and approved as to form.

CONCLUSION:

It is staff's recommendation that the Council approve the lease agreement addendum.

  
Keith Van Holt  
Community Services Director

  
Trudy E. Nuzum  
Recreation Supervisor

  
Marc R. Puckett  
Director of Finance

Attachment: Lease Agreement

DOWNTOWN COMMUNITY CENTER

ADDENDUM TO ORIGINAL CONTRACT

The CITY OF COSTA MESA and CHILDS-PACE, INC. ("Lessee") hereby agree to extend the lease agreement between the CITY OF COSTA MESA and CHILDS-PACE, INC. FOR A PERIOD OF ONE (1) YEAR COMMENCING ON December 15, 1997 to include a \$432.00 monthly rental fee for use of AGREED UPON AREAS at the Downtown Community Center 1860 Anaheim Avenue, Costa Mesa, California 92627.

Beginning December 15, 1997 your rental fee will be \$432.00 per month payable to the CITY OF COSTA MESA and shall be due on the first day of each month.

This Agreement is subject to a ninety (90) day written cancellation clause.

Except as provided herein, the terms of the original lease agreement shall remain in full force and effect.

All other terms and conditions of the original lease agreement remain in affect.

I hereby agree to the above outlined Lease Extension:

Sharon L. Clarke  
Signature

President Board of Directors  
Title

SHARON L. CLARKE  
Print or Type Name

12-29-97  
Date

Representing CHILDS-PACE, INC.

Peter Buffa  
Signature

MAYOR  
Title

PETER BUFFA  
Print or Type Name

1-5-98  
Date

Representing City of COSTA MESA

APPROVED AS TO FORM

BY: Sharon Kettle 12-13-97  
CITY ATTORNEY'S OFFICE  
CITY OF COSTA MESA



## **CITY COUNCIL AGENDA REPORT**

MEETING DATE: DECEMBER 15, 1997

ITEM NUMBER: IX-4

**SUBJECT:** RENEWAL OF LEASE AGREEMENT AT THE DOWNTOWN COMMUNITY CENTER WITH CHILDS-PACE, INCORPORATED

**DATE:** DECEMBER 8, 1997

**FROM:** COMMUNITY SERVICES DEPARTMENT

**PRESENTATION BY:** TRUDY NUZUM, RECREATION SUPERVISOR

**FOR FURTHER INFORMATION CONTACT:** KEITH VAN HOLT, COMMUNITY SERVICES DIRECTOR AT (714) 754-5300

### **RECOMMENDATION**

That City Council approve and authorize the Mayor to sign the necessary addendum to extend the Downtown Community Center lease agreement with the Childs-Pace, Inc.

### **BACKGROUND**

The lease agreement between the City and Childs-Pace, Inc. expired on June 30, 1997. This is a year-round, non-profit, State subsidized program operated by the Childs-Pace Foundation which has a Board of Directors.

The lease agreement has been extended on a month-to-month basis awaiting approval of a location for the new Downtown Center facility. A location for the new Center was approved by Council on November 17, 1997.

### **ANALYSIS**

Childs-Pace, Inc. is currently renting room space at the Downtown Community Center. A rent increase is not recommended at this time due to the status of the opening of the new facility.

If approval for the extension of the lease agreement with Childs-Pace, Inc. is granted through June 30, 1998, a recommendation for an additional extension on a month-to-month basis is requested until the existing Downtown Community Center is demolished.

### **FISCAL REVIEW**

The Childs-Pace program is currently paying the City \$432.00 per month for an annual fee of \$5,184.00.

**LEGAL REVIEW**

The addendum agreement has been approved as to form and legality by the City Attorney.

  
\_\_\_\_\_  
CHARLES F. CARR  
Recreation Superintendent

  
\_\_\_\_\_  
KEITH VAN HOLT  
Community Services Director

  
\_\_\_\_\_  
MARCUS D. DAVIS  
Acting Director of Finance

Attachment: Childs-Pace, Inc. Lease Agreement

cc: Childs-Pace, Inc.  
1860 Anaheim Avenue  
Costa Mesa, CA 92627

Downtown Community Center  
ADDENDUM TO ORIGINAL CONTRACT

The CITY OF COSTA MESA and CHILD'S-PACE, INC. ("Lessee") hereby agree to extend the lease agreement between the CITY OF COSTA MESA and CHILD'S-PACE, INC. for a period of one (1) year commencing on July 1, 1996 to include a \$432.00 monthly rental fee for use of AGREED UPON AREAS at the Downtown Community Center 1860 Anaheim Avenue, Costa Mesa, California 92627.

Beginning JULY 1, 1996 your monthly rental fee will be \$432.00 per month payable to the CITY OF COSTA MESA and shall be due on the first day of each month.

Except as provided herein, the terms of the original lease agreement shall remain in full force and effect.

This Agreement is subject to review by both parties every (1) year with the first review period during June 1997. If mutually agreed, this Agreement may be extended every (1) year beyond the stated expiration date. This process creates an "evergreen" lease subject to annual mutual agreement.

All other terms and conditions of the original lease agreement remain in affect.

I hereby agree to the above outlined Lease Extension:

Sharon L. Clarke  
Signature

President, Board of Directors  
Title

Sharon L. Clarke  
Print Or Type Name

June 5, 1996  
Date

Representing \_\_\_\_\_

Joe Erickson  
Signature

Mayor  
Title

JOE ERICKSON  
Print Or Type Name

7/1/96  
Date

Representing The City of Costa Mesa

REA COMMUNITY CENTER

ADDENDUM TO ORIGINAL CONTRACT

The CITY OF COSTA MESA and CHILD'S-PACE, INC. ("Lessee") hereby agree to extend the lease agreement between the CITY OF COSTA MESA and CHILD'S-PACE, INC. for a period of one (1) year commencing on July 1, 1995 to include a \$432.00 monthly rental fee for use of AGREED UPON AREAS AT the Down Town Community Center 1860 Anahiem Avenue, Costa Mesa, California 92627.

Beginning August 1, 1995 your monthly rental fee will be \$432.00 per month payable to the CITY OF COSTA MESA and shall be due on the first day of each month.

Except as provided herein, the terms of the original lease agreement shall remain in full force and effect.

This Agreement is subject to review by both parties every (1) year with the first review period during June 1996. If mutually agreed, this Agreement may be extended every (1) year beyond the stated expiration date. This process creates an "evergreen" lease subject to annual mutual agreement.

The CITY OF COSTA MESA reserves the right to increase the monthly rental fee at any time upon thirty (30) days written notice to lessee. All other terms and conditions of the original lease agreement remain in affect.

I hereby agree to the above outlined Lease Extension:

Sharon L. Clarke  
Signature

PRESIDENT, BOARD OF DIRECTORS  
Title

SHARON L. CLARKE  
Print Or Type Name

7/18/95  
Date

Representing CHILD'S-PACE, INC.

Joe Erickson X  
Signature

Mayor  
Title

JOE ERICKSON  
Print Or Type Name

July 17, 1995  
Date

Representing \_\_\_\_\_ The City of Costa Mesa - \_\_\_\_\_

ADDENDUM TO ORIGINAL CONTRACT

The CITY OF COSTA MESA and Child's-Pace, Inc. hereby agree to extend the lease agreement between the CITY OF COSTA MESA and Child's-Pace, Inc. for a period of 18 months commencing on January 1, 1993 and ending June 30, 1994.

Beginning January 1, 1993 your monthly rent fee will be \$400.00 per month payable to the CITY OF COSTA MESA for use of the agreed upon areas of the Downtown Community Center, 1860 Anaheim Avenue, Costa Mesa, CA 92627, and shall be due on the first day of each month. All other terms to remain in effect.

I hereby agree to the above outlined Lease Extension.

Sharon A. Clarke  
Signature

1/20/93  
Date

SHARON L. CLARKE  
Print Name

Child's-Pace Foundation Inc.  
Representing

City Council Approved On: February 1, 1993

Sandra L. Genis  
Representing the City of Costa Mesa

2/3/93  
Date

Sandra L. Genis  
Print Name

APPROVED AS TO FORM  
BY: Matho 1-21-93  
CITY ATTORNEY'S OFFICE  
CITY OF COSTA MESA

## LEASE AGREEMENT

## 1. PARTIES.

THIS AGREEMENT is made and entered into this 31st day of December, 1992, by and between the CITY OF COSTA MESA, a municipal corporation ("CITY") and CHILDS-PACE INC., a Nonprofit Corporation #C0915302 ("TENANT").

## 2. PREMISES.

CITY hereby leases to TENANT and TENANT hereby leases from CITY, on the terms and conditions hereinafter set forth, that certain real property and the portion of the building located thereon situated in the City of Costa Mesa, County of Orange, State of California, commonly known as Downtown Community Center, located at 1860 Anaheim Avenue, Costa Mesa, California, and described in Exhibit "A" attached hereto and made a part of this Agreement by this reference ("PREMISES").

## 3. TERM.

The term of this Lease shall be for one year, commencing on January 1, 1992, and ending on December 31, 1992, unless terminated at an earlier time as hereinafter provided.

## 4. RENT.

TENANT shall pay to CITY as rent for the PREMISES \$400.00 per month, in advance on the first day of each month during the term of this Lease. Rent shall be payable without notice or demand and without any deduction, off-set, or abatement in lawful money of the United States.

## 5. USE.

TENANT shall use the PREMISES only for extended day care for low income families in Costa Mesa and for no other purpose without CITY'S prior written consent.

TENANT shall comply with all laws concerning the PREMISES or TENANT'S use of the PREMISES including, without limitation, the obligation at TENANT'S cost to alter, maintain, or restore the PREMISES in compliance and conformity with all laws relating to the condition, use, or occupancy of the PREMISES by TENANT during the term of this Lease. TENANT shall not use or permit the use of the PREMISES in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant of the building containing the PREMISES which shall unreasonably disturb any other tenant.

TENANT hereby accepts the PREMISES in their condition existing as of the date that TENANT possesses the PREMISES subject to all applicable zoning, municipal, county and state laws, ordinances, regulations governing or regulating the use of the PREMISES and accepts this Lease subject thereto and to all matters disclosed thereby. TENANT hereby acknowledges that CITY has not made any representation or warranty to TENANT as to the suitability of the PREMISES for the conduct of TENANT'S business.

Prior to commencement of any work relating to the alterations, additions, or improvements affecting the PREMISES, TENANT shall notify CITY in writing at least thirty (30) days prior to the commencement of such work. Work shall not commence until written approval has been obtained from CITY. Such approval and any special conditions pertaining to the work required of TENANT by CITY shall be signed by the parties and made a part of this agreement. Permits and licenses necessary for the work shall also be obtained prior to commencement of the work.

TENANT shall pay, when due, all claims for labor and materials furnished to or for TENANT at or for use in the PREMISES. TENANT shall not permit any mechanic's liens or materialmen's liens to be levied against the PREMISES for any labor or material furnished to TENANT or claimed to have been furnished to TENANT or TENANT'S agents or contractors in connection with work of any character performed or claimed to have been performed on the PREMISES by or at the direction of TENANT.

Unless CITY requires their removal as set forth above, all alterations, improvements or additions which are made on the PREMISES by TENANT shall become the property of CITY and remain upon and be surrendered with the PREMISES at the expiration of the term of this Lease. Notwithstanding the provisions of this paragraph, TENANT'S trade fixtures, furniture, equipment and other machinery, other than that which is affixed to the PREMISES so that it cannot be removed without material or structural damage to the PREMISES, shall remain the property of TENANT and removed by TENANT at the expiration of the term of this Lease.

#### 10. INSURANCE.

TENANT shall obtain and maintain during the life of this Lease comprehensive general liability, including premises operations, broad form property damage, and personal injury insurance coverages.

Endorsements shall be obtained for the policies providing the above insurance for the following three provisions:

(i) Additional Insureds:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, volunteers and employees are additional insureds with respect to this subject project and contract with CITY."

(ii) Notice:

"Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(iii) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(b) CITY shall have the following remedies if TENANT commits a default under this Lease. These remedies are not exclusive, but are cumulative and in addition to any remedies now or hereafter allowed by law.

CITY may, at its option, terminate TENANT'S right to possession of the PREMISES at any time. No act by CITY other than giving thirty (30) days written notice to TENANT shall terminate this Lease. In the event of such termination, CITY has the right to recover from TENANT the worth, at the time of the award, of the unpaid rent that had been earned at the time of the termination of this Lease and any other amount, including, but not limited to court costs, and attorneys' fees necessary to compensate CITY for the eviction of TENANT and all detriment and damages proximately caused by TENANT'S default.

#### 14. SIGNS.

TENANT shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other exterior decorations on the building or other improvements that are a part of the PREMISES without CITY'S prior, written consent.

#### 15. SURRENDER.

(a) On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the PREMISES to CITY in good condition, broom clean, ordinary wear and tear excepted. TENANT shall repair, at its sole cost, any damage to the PREMISES occasioned by its use thereof, or by the removal of TENANT'S trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage. TENANT shall remove, at its sole cost, all of its personal property and fixtures on the PREMISES prior to the expiration of the term of this Lease and, if required by CITY pursuant to Paragraph 9, above, any alterations, improvements or additions made by TENANT to the PREMISES. If TENANT fails to surrender the PREMISES to CITY on the expiration of the Lease as required by this paragraph, TENANT shall hold CITY harmless from all damages resulting from TENANT'S failure to vacate the PREMISES, including, without limitation, claims made by any succeeding tenant resulting from TENANT'S failure to surrender the PREMISES.

(b) In the event CITY determines that TENANT'S use of the PREMISES constitutes a violation of law, a nuisance or waste, TENANT shall surrender the PREMISES on three (3) days written notice, and TENANT shall hold CITY harmless from all damages resulting from CITY'S efforts to abate such activities.

#### 16. HOLDING OVER.

If TENANT, with CITY'S consent, remains in possession of the PREMISES after the expiration or termination of the term of this Lease, such possession by TENANT shall be deemed to be a tenancy from month to month at a rental plus all other charges payable hereunder, upon all the provisions of this Lease applicable to month-to-month tenancy.

22. TERMINATION.

Except as provided in Paragraph 15 (b), either party may terminate this Lease by giving the other written notice no fewer than thirty (30) days in advance of such termination and in accordance with the provisions for giving notice as set forth in Paragraph 17.

IN WITNESS WHEREOF, CITY, by order of its City Council, has caused this Lease to be executed on its behalf by the City Manager of said CITY, and TENANT has caused this Lease to be executed by its officers.

DATED THIS 27 DAY OF JANUARY, 1992.

CITY OF COSTA MESA

BY Mary L. Hornbuckle  
Mayor

TENANT: CHILDS-PACE, INC.

BY [Signature] 1/21/92  
TITLE President, Childs - pace Board of Directors

APPROVED AS TO FORM:

[Signature] 1-17-92  
City Attorney

