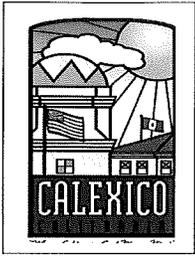


**AGENDA
ITEM**

7



CITY COUNCIL AGENDA STAFF REPORT

DATE: December 6, 2017

TO: Mayor and City Council

APPROVED BY: Armando G. Villa, City Manager *agv*

PREPARED BY: Miguel Figueroa, Community and Economic Development Director *MF*

SUBJECT: Approve And Authorize the City Manager to Sign the Enclosed Lease Agreement with Calexico American Legion Post #90

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Recommendation:

Consideration to approve and authorize the City Manager to sign the enclosed Lease Agreement with the Calexico American Legion Post #90 located at 601 Kloke Avenue, Calexico, California.

Background:

The Calexico American Legion Post #90 is a veterans service organization devoted to mutual helpfulness and sponsorship of wholesome programs in our community. The Legion also advocates patriotism and honor with a continued devotion to fellow servicemembers and veterans.

Discussion & Analysis:

This lease agreement will be for the period beginning December 1, 2017 through November 30, 2019. The rent for the mobile office located at 601 Kloke Avenue, Calexico, California for the term of this agreement will be an annual payment of \$1.00 due on the first day of December.

Fiscal Impact:

\$1.00 in annual rent payments. Funds are deposited to General Fund.

Coordinated With:

City Manager's Office.

Attachment:

1. City of Calexico – Calexico American Legion Post #90 Lease Agreement.



CITY OF CALEXICO LEASE AGREEMENT

This Lease Agreement is intended to memorialize the terms of a lease agreement between the City of Calexico (hereinafter referred to as "Landlord") and the Calexico American Legion Post #90 (hereinafter referred to as "Tenant"), to lease certain property owned by the City of Calexico.

IT IS HEREBY AGREED THAT:

1. Leased Property: Landlord and Tenant hereby agree that in consideration of the terms, conditions and covenants herein contained, Tenant shall lease from Landlord a mobile office located at 601 Kloke Avenue, Calexico, California (hereinafter referred to as "Premises").

2. Purpose: It is intended by the parties that the Tenant use said Premises for the purpose of office space to conduct veteran business services and to conduct meetings of the members of the Calexico American Legion Post #90.

Tenant shall not use the Premises for any other purpose than specified above without first obtaining the written consent of Landlord. Tenant shall not store any toxic waste products on said Premises. Tenant shall not store used tires on the Premises. Tenant shall not allow overnight occupancy of the Premises. Using the Premises for any other purpose than that specified above, shall constitute a material breach of the terms of this Lease. Any use of the Premises that is unlawful, or is in conflict with the Calexico Municipal Code, shall be a material breach of the terms of this Lease.

3. Term: The term of this Lease shall be for two (2) years beginning December 1, 2017 and ending November 30, 2019. There shall be no automatic extension of this Lease. Should Tenant wish to continue the Lease, Tenant must request an extension at least sixty (60) days before the termination of the Lease. The request must be presented to the Landlord and approved by it before any extension will be effective and binding on the Landlord.

4. Termination: Either party can terminate this Lease Agreement for any reason upon thirty (30) days written notice to the other party.

5. Rent: Tenant agrees to pay \$1 per year. This rent payment shall be due on the first day of December each year. The rental amount may be increased at time of renewal. Acceptance of a partial rental payment shall not constitute a waiver of the Landlord's right to demand full payment of all rent as required by this Lease.

6. Right to enter Premises for Purposes of Inspection: Landlord retains the right to enter the Premises at reasonable times for the purpose of inspecting the facility as to its maintenance and repair and compliance with City Municipal Code and all laws.

7. Tenant Leases Premises "As Is": Tenant has inspected the Premises and agrees to lease the Premises "as is".

8. Compliance with all City, State and Federal Laws: Tenant hereby agrees to comply with all City, County, State and Federal ordinances and statutes that are applicable to this Lease Agreement and the purposes outlined above.

9. Licenses and Certification: Tenant will not conduct any business activity, nor offer any services without obtaining, and maintaining in current status at all times, all licensing and/or certification as may be required by applicable Federal, State, and local authorities. Tenant will satisfy all land use requirements of the City of Calexico.

10. Assignment and Subletting: Tenant shall not sublet the Premises or any part thereof, nor assign this Lease or any rights therein, without first obtaining the written consent of the Landlord, which consent may be withheld in Landlord's sole discretion. Any sublease or assignment of this Lease without first obtaining the written consent of Landlord shall allow Landlord the option of canceling this Lease, and taking other available actions.

11. Liability of Landlord: Tenant agrees to defend, indemnify and hold harmless the Landlord, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, attorneys' fees and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of or in connection with Tenant's occupancy, and/or use of the Premises covered by this Lease.

12. Fire and Casualty Insurance: Tenant agrees to carry fire and casualty insurance on the Premises, in an amount equal to the replacement cost of it.

13. Public Liability Insurance: Tenant shall provide public liability insurance for personal injury and/or property damage arising out of or in connection with Tenant's occupancy of the Premises in an amount of not less than one million dollars (\$1,000,000). The Tenant shall provide the Landlord with a Certificate of Insurance naming the City of Calexico as an "additional insured" covering said liability.

14. Maintenance: Tenant agrees to keep the Premises of this Lease including all improvements thereon clean, neat and painted and otherwise reasonably maintained.

15. Repairs: All repairs to the Premises and its improvements including all maintenance, servicing and replacement parts shall be at Tenant's expense.

16. Utilities: Tenant agrees to pay for all utilities and services furnished to said Premises.

17. Default: If Tenant, after notice from Landlord, fails to remedy within fifteen (15) days any default in the payment of any sum due under this Lease or in the keeping of any other term, covenant or condition of this Lease, then the Landlord or its agents may enter upon the Premises, take possession thereof, and remove all persons

therefrom and at Landlord's option, either terminate this Lease and all the Tenant's rights herein, or rent said Premises for the account of the Tenants, or follow any other remedy provided by law. Any holding over beyond the term prescribed herein shall be construed as a month-to-month tenancy.

18. Alterations: Tenant must receive prior written confirmation from Landlord before any alterations or additional improvements are made to the Premises. A violation of this section of the Lease shall be cause for default by the Tenant.

19. Attorney's Fees: Should Landlord be compelled to institute any legal action to enforce any of the terms, covenants or conditions hereof, then in the event of the termination of said proceedings in the Landlord's favor, the Tenant hereby agrees to pay such sums as the court may deem reasonable on account of the Landlord's attorney's fees.

20. Possessory interest: Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Tenant may be subject to the payment of property taxes levied on such interest.

21. Binding Upon Heirs: The covenants and agreements contained in this Lease shall inure to the benefit of and be binding on the parties hereto, their heirs, legal representatives, successors or assigns.

22. Notice: Notices between the parties hereto may be served by mailing in the United States Mail to the following addresses:

Landlord: City Manager, City of Calexico
608 Heber Avenue, Calexico, CA 92231

Tenant: Calexico American Legion Post #90
P.O. Box #648, Calexico, CA 92232

23. Modification: This Lease constitutes the full and complete agreement between the parties. Any modification must be in writing and shall be signed by both parties and authorized by the City of Calexico.

24. Severance: If any provision of this Lease is determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

IN WITNESS WHEREFORE, the parties hereto have executed this Lease Agreement on the day and year above written. This Lease Agreement was authorized by the City Council of the City of Calexico at its meeting of December 6, 2017.

Landlord: City of Calexico

By: _____
Armando Villa

Tenant: Calexico American Legion Post #90

By: _____
Commander