


Agenda Report Reviewed by:

City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date: July 19, 2022
To: Honorable Mayor and City Councilmembers
From: City Administration/Public Works Superintendent
Subject: Amendment to Lease Agreement – Sebastopol Little League
Recommendation: That the City Council Approve the Resolution
Funding: Currently Budgeted: _____ Yes _____ No XX N/A
Net General Fund Cost:
Amount: \$

Account Code/Costs authorized in City Approved Budget (if applicable)^{AK} (verified by Administrative Services Department)

INTRODUCTION/PURPOSE:

This item is to submit to the City Council a Resolution Approving Amendment to Lease Agreement – Sebastopol Little League.

BACKGROUND:

Sebastopol Little League and City of Sebastopol have an agreement that currently renews annually year to year until such time as either party may terminate the agreement at any time for any reason, or no reason, provided that the parties terminating the agreement gives the other party at least 60 days advance, written notice of such termination.

DISCUSSION:

Sebastopol Little League has reached out to the City of Sebastopol and has requested an amendment to the existing agreement and that the current year-to-year lease, be amended to a 25-year lease to facilitate a \$130,000 lighting investment by Sebastopol Little League.

Currently the existing lights around Polley Field are no longer repairable or replaceable and thus pose a safety risk to users of the field due to inadequate lighting once the current lights fail. The proposed new LED light structures will be much more energy efficient and have significantly less light pollution into the neighboring homes. Replacing these lights will be a win for Sebastopol Little League and the community surrounding Polley Field as it will be safer for the children playing and much less intrusive than what currently exists. The entire Polley light project for materials and installation will cost roughly \$130,000.

Sebastopol Little League is requesting a 25-year lease as that is the length of life of the new LED lights they would be installing. They are willing to fully fundraise to pay for this project in its entirety.

The City supports the request.

CITY COUNCIL AND/OR GENERAL PLAN GOALS:

Goal 5 - Provide Open and Responsive Municipal Government Leadership
5.3.3 - Encourage and increase public awareness of City Policies, decisions, programs, and all public processes and meetings, by investigating effective methods of communication and obtaining feedback from the community.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, if public comment is received from interested parties following the publication and distribution of this staff report, it will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

FISCAL IMPACT:

There is no fiscal impact to approval of this item tonight.

RECOMMENDATION:

That the City Council approve the Resolution Approving Amendment to Lease Agreement – Sebastopol Little League.

Attachment:

Proposed Resolution/Amendment

RESOLUTION NO. XXXX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL
APPROVING AND ADOPTING THE AMENDMENT TO LEASE AGREEMENT
AMENDMENT NUMBER 1

WHEREAS, the CITY OF SEBASTOPOL, a municipal corporation, hereinafter called CITY, and the Sebastopol Little League, hereinafter called LESSEE, has an existing agreement for operate and manage the ballfields; and

WHEREAS, the City of Sebastopol and Lessee agree to Amend the current agreement listed as Attachment A (Amendment 1).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sebastopol, approval of the Amendment Number 1 to the Agreement with Sebastopol Little League.

PASSED AND ADOPTED, by the CITY COUNCIL of THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, of STATE OF CALIFORNIA on this 19th day of July 2022.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by City of Sebastopol City Council following a roll call vote:

VOTE:

Ayes:

Noes:

Absent:

Abstain:

APPROVED: Mayor Patrick Slayter

ATTEST: Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: Larry McLaughlin, City Attorney

AMENDMENT NUMBER 1

Sebastopol Little League

1. The CITY agrees to lease the Polly Field and Clahan Fields to the LESSEE for a period of twenty (25) years commencing on the first (1st) day of September 2022 and terminating on the thirty first (31st) day of August 2047 for no rent.
2. The CITY shall have the right to use the buildings and premises, at times of natural disaster and/or a civic emergency. CITY shall have the right to use the buildings and premises for meetings of the CITY, subject to reservations with LESSEE. The Sebastopol CITY Hall Administration, the Sebastopol Fire Department, Sebastopol Public Works Department, and the Sebastopol Police Department shall be provided with keys to the facility.
3. The CITY grants the LESSEE use of the facility for the provision of providing programs at the above defined ballfields for the benefit of health and welfare of the Sebastopol area residents ; however, LESSEE shall also make the premises available to other non-profit recreation and community groups. It is the intent of the parties, however, that the major use of the premises shall be by LESSEE.
4. The CITY shall have the right to use the buildings and premises, at times of natural disaster and/or a civic emergency. CITY shall have the right to use the buildings and premises for meetings of the CITY, subject to reservations with LESSEE. The Sebastopol CITY Hall Administration, the Sebastopol Fire Department, Sebastopol Public Works Department, and the Sebastopol Police Department shall be provided with keys to the facility.
5. LESSEE shall not assign this lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the prior written consent of CITY
6. LESSEE shall obtain necessary permits for the operation of these facilities. LESSEE agrees to comply with all State, Federal, County and CITY regulations applicable to the programming in this facility. Any new construction shall conform to ordinances, laws, and other regulations. LESSEE further agrees that all improvements shall become the property of the CITY and that no improvement shall be made without prior approval of the CITY.
7. LESSEE agrees to be responsible for day-to-day janitorial care and maintenance and agrees to maintain the premises in clean condition. LESSEE shall keep premises in safe, clean, and operable manner.
8. The LESSEE agrees to defend, hold harmless, indemnify, and defend the CITY, its officers, officials, employees, and volunteers from and against any and all claims, damages, losses, and expenses, including attorney fees, real or alleged liability arising out of or in connection with the activities of LESSEE.
9. LESSEE shall take out and maintain during the life of this Agreement, Insurance as listed in Exhibit A. Said insurance shall protect CITY from all claims for damages of personal injuries, including accidental death, which may arise from LESSEE's operation under this Agreement. Insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. LESSEE will maintain Workers Compensation Insurance for all employees. All volunteers shall sign appropriate waivers on behalf of LESSEE and CITY.

10. LESSEE shall provide an annual report to the CITY and be available to give an annual presentation to the City Council. Said report can be included as part of the City Budget Sub-Committee Meetings.
11. This Agreement shall run through the thirty first (31st) day of August 2047. If there is intent to terminate by either party, notice will be a minimum of 180 days. By mutual agreement, modifications to this Agreement may be made in writing. In the event the CITY requires said properties or the use thereof for other civic or public purposes, at the discretion of the CITY, the CITY shall have the right to terminate this lease upon giving LESSEE 180 days' written notice prior to such termination.
12. In the event said property is condemned by a public agency other than the CITY and compensation is actually paid to CITY during the terms of this lease for any fixtures or improvements installed by LESSEE, then, and in that event, LESSEE shall be entitled to be reimbursed for the reasonable costs of such fixtures or other improvements placed thereon by LESSEE. Said sum shall be payable solely from the monies received by way of payment for the condemnation. Except as provided herein, upon termination of this lease CITY shall be the sole owner of all improvements and fixtures on said real property.

The execution of this lease shall be deemed consideration by both parties and shall be in lieu of any payments or support by CITY to LESSEE for their use, operation, or other purposes.

LESSOR:
CITY of Sebastopol

By: _____
City Manager

LESSEE:
Sebastopol Little League

By: _____

Exhibit A
CITY of Sebastopol
Insurance Requirements for LESSEE

LESSEE shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE'S operation and use of the leased premises.

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if LESSEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to LESSEEs with employees).
4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the LESSEE maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The **CITY of Sebastopol, its officers, officials, employees, and volunteers** are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the LESSEE's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days prior notice to the CITY.

Waiver of Subrogation

LESSEE hereby grants to CITY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the LESSEE shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the LESSEE shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

Verification of Coverage

LESSEE shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Special Risks or Circumstances

CITY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

All certificates and endorsements shall reference the appropriate policy number, names of insured, and shall be signed by an authorized representative of the insurer.