

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA #: *C-1

AGENDA DATE: December 20, 2016

SUBJECT:

Approval of an Amendment to the Lease Agreement with Community Sharing Christian Center, Inc. for the Use of a Portion of Real Property Located at the Public Works Yard in Oakdale

BOARD ACTION AS FOLLOWS:

No. 2016-656

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Pam Villarreal
PAM VILLARREAL, Assistant Clerk

File No.

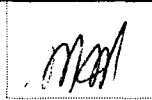
**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA #: *C-1

Urgent

Routine



AGENDA DATE: December 20, 2016

CEO CONCURRENCE:



4/5 Vote Required: Yes No

SUBJECT:

Approval of an Amendment to the Lease Agreement with Community Sharing Christian Center, Inc. for the Use of a Portion of Real Property Located at the Public Works Yard in Oakdale

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 1 to the Lease Agreement with Community Sharing Christian Center, Inc. for the use of a portion of real property located at the Public Works yard in Oakdale.
2. Authorize the Purchasing Agent to sign the amendment.

DISCUSSION:

On January 15, 1985 the Board of Supervisors directed staff to negotiate a lease with Community Sharing Christian Center, Inc. (Community Sharing) for a Public Works building "to be used for the storage and distribution of food for the needy." A lease agreement was signed with Community Sharing on April 1, 1985 for the use of 2,250 square feet of the easterly portion of Building number one of the Oakdale Public Works yard (Assessor's Parcel Number 129-007-002) to store and distribute food to those in need.

Pursuant to the lease agreement, Community Sharing may use the site without payment of rent; however, is responsible to keep the property in good repair and maintain the premises including walls, plumbing, lighting, electrical wiring and electrical fixtures. In addition, Community Sharing pays all utilities and services to the premises including, but not limited to, gas, electricity, telephone, garbage and janitorial services.

Community Sharing's program started in 1957 serving 25 to 30 families per week. By 1998, the program was serving 50 to 60 families per week and currently serves approximately 240 families per week due to additional storage and refrigerators.

Community Sharing has occupied space at the Public Works yard beyond what is defined as the leased premises and desires to make improvements for food storage in support of its community service. The current lease agreement allows either party to terminate the agreement at any time upon 30 days written notice, which doesn't provide Community Sharing the necessary assurances to invest in improvements.

Amendment No. 1 to the Lease Agreement, if approved, would accomplish the following:

Approval of an Amendment to the Lease Agreement with Community Sharing Christian Center, Inc. for the Use of a Portion of Real Property Located at the Public Works Yard in Oakdale

- Expand the occupied space in the lease to approximately 18,000 square feet to reflect the actual occupied space.
- Amend the lease terms to terminate the Agreement on June 30, 2042 and allow Community Sharing to terminate the lease with 30 days written notice.
- Authorize the County to approve tenant improvements through the negotiation of a separate Improvement Agreement.

A guaranteed lease of an additional 25 years should provide Community Sharing the assurance and stability needed to invest significant funds towards property improvements. Currently, Stanislaus County Public Works has no master-planned use strategy for this portion of the corporation yard, and staff does not foresee Public Works requiring the use of the identified portion of the corporation yard in the future.

POLICY ISSUE:

The Board of Supervisor's approval is necessary to amend the lease of county-owned property.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this amendment. Community Sharing will continue to lease the property at no charge in exchange for its upkeep and service to the Oakdale community.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action supports the Board's priorities of A Healthy Community and Effective Partnerships by partnering with an organization that will use the leased property to store and distribute food to Stanislaus County families in need.

STAFFING IMPACT:

Existing staff will oversee the lease agreement.

CONTACT PERSON:

Keith D. Boggs, Assistant Executive Officer (209) 525-6333

Matt Machado, Director of Public Works (209) 525-4153

ATTACHMENT(S):

1. 1985 Lease Agreement
2. Amendment No. 1 to Lease Agreement

Attachment 1
1985 Lease Agreement

AGREEMENT

This agreement is entered into between the County of Stanislaus, hereinafter referred to as "County," and Community Sharing Christian Center, Inc., hereinafter referred to as "Contractor," and is made on the following considerations:

A. Contractor is a nonprofit organization proposing to perform certain community services beneficial to the citizens of Stanislaus County;

B. The proposed services are of the kind and nature which can be undertaken by the County of Stanislaus;

C. County desires Contractor to provide, and Contractor desires to furnish, such services pursuant to this contract;

D. Contractor has inspected a certain County building which Contractor finds to be suitable for Contractor's use, and Contractor has requested County to support Contractor's community services by making the County building available for use by Contractor without rent to Contractor and without repair or improvement by County.

ACCORDINGLY, IT IS AGREED that:

1. Contractor shall distribute to needy persons money, food, and commodities obtained by Contractor from donations by private persons. Contractor shall assist in the distribution

of government commodities to needy persons pursuant to regulations prescribed for such distribution.

2. a. County shall permit Contractor to occupy, without payment of rent to County, those certain premises in the County of Stanislaus described as 2,250 square feet of the easterly portion of building number one of the County maintenance yard, 551 Center Street, Oakdale, California, and further identified by the cross-hatched area of building number one on the plot plan attached as Exhibit A.

b. County shall permit Contractor to use, without payment of rent to County, those items of personal property shown on the list attached as Exhibit B.

3. County shall have control over matters involving the exercise of judgment in the administration of the Contractor's program of distribution to needy persons. Contractor shall obtain County approval before changing or eliminating a service called for by this agreement. County shall have the right to monitor Contractor's performance, and Contractor shall give County staff access to its premises, books, accounts, and records at reasonable times for the purposes of monitoring and evaluating Contractor's performance.

4. a. Access to the premises by Contractor's employees, by persons seeking Contractor's services, and by other persons doing business with Contractor shall be by the

front door facing Center Street except as provided by subparagraph b of this paragraph.

b. Contractor is authorized to use the vehicle gate on Center Street and the open area of the maintenance yard for access of delivery vehicles to the back door of the premises. Contractor is further authorized to place a lock on the gate in order to permit access to delivery vehicles during times when the gate has been locked by County. Contractor shall insure that delivery vehicles do not unreasonably interfere with the County operation of the maintenance yard, and Contractor's use of the maintenance yard for deliveries to the premises shall be subject to reasonable restrictions by County.

c. Contractor shall take all reasonable actions to restrict the presence of Contractor's employees and persons doing business with Contractor to the areas Contractor is permitted to use pursuant to this agreement. Contractor agrees that any use of County property not expressly authorized by this agreement shall constitute a trespass and shall further constitute grounds for immediate termination of this agreement by the County.

5. a. County shall pay for furnishing sewer and water to the premises.

b. Contractor shall pay for all utilities and services to the premises, except sewer and water, including, but not

limited to, gas, electricity, telephone, garbage, and janitorial services.

6. Contractor shall use the premises for the distribution of food and commodities and for record keeping related thereto. Contractor shall not use or permit the premises to be used for any other purpose without first obtaining the written consent of County.

7. Contractor shall keep in good repair and maintain at its expense the entire premises including, but not limited to, the walls, glass, ceilings, roofs, floors, halls, entrances, plumbing, lighting, electrical wiring, and electrical fixtures.

8. Contractor shall permit County free access to the premises at all reasonable times for the purpose of inspection and for County's own use.

9. Contractor shall not make any alteration of the premises without first securing the consent of County. Permanent improvements to the premises shall become property of the County and shall not be removed by Contractor on termination of this agreement. Contractor is authorized to install nonfixed improvements, equipment, and personal property as may be necessary and convenient for its operation, and such items may be removed by Contractor provided removal shall not damage the premises.

10. County shall be responsible for loss or damage to the premises by the perils of fire, extended coverage, or vandalism.

11. Contractor shall be responsible for loss or damage by the perils of fire, extended coverage, or vandalism to personal property stored on the premises, including the property listed on attachment B, located in the premises.

12. Contractor and County agree that in the event of loss the party responsible to bear the loss shall look solely to its insurance for recovery. Contractor and County hereby grant to each other, on behalf of any insurer providing insurance with respect to the premises, a waiver of any right of subrogation which an insurer of one party may acquire against the other.

13. Contractor shall indemnify, defend, and save County harmless from any and all claims and losses occurring on the premises or arising out of the Contractor's use of the premises. Contractor shall cause County to be named as an additional insured on Contractor's liability insurance policy or policies, and Contractor's insurance shall be primary to any insurance affording protection to the County. Contractor shall furnish or cause its insurer to furnish County a certificate of insurance for each policy naming County as an insured.

14. Contractor shall surrender the premises, including the personal property listed on attachment B, to County at the

termination of this agreement in as good a condition as at the commencement of it excepting reasonable wear and tear.

15. In the performance of this agreement and during its term, Contractor shall not discriminate against any person in the provision of Contractor's services and shall not discriminate against any employee or applicant for employment because race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Contractor agrees that, as to the use of the premises covered by this agreement, it will comply with the provisions of Titles VI and VII of the Civil Rights Act; Revenue Sharing Act, Title XXXI, United States Code, Section 27116; and California Government Code, Section 12990. In the event of Contractor's noncompliance with this clause or with any antidiscrimination law, this agreement may be cancelled, terminated, or suspended in whole or in part by County.

16. No relation of employer and employee is created by this agreement, it being understood that Contractor will act hereunder as an independent Contractor. It is further understood that Contractor is not an agent of the County for any purpose.

17. This agreement shall commence April 1, 1985, or earlier on approval by County. This agreement may be terminated by either party at any time upon thirty (30) days written notice to the other.

18. Notices may be given by mailing a properly addressed, postage prepaid, letter to the other at the following addresses:

Contractor: 825 East F Street
Post Office Box 1160
Oakdale, CA 95361

County: 1716 Morgan Road
Modesto, CA 95351.

WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representatives.

Dated: 3-8-85

Contractor

By Lois Orr, President
(Title) *Community Sharing
Christian Center*

Dated: 3-13-85

County of Stanislaus

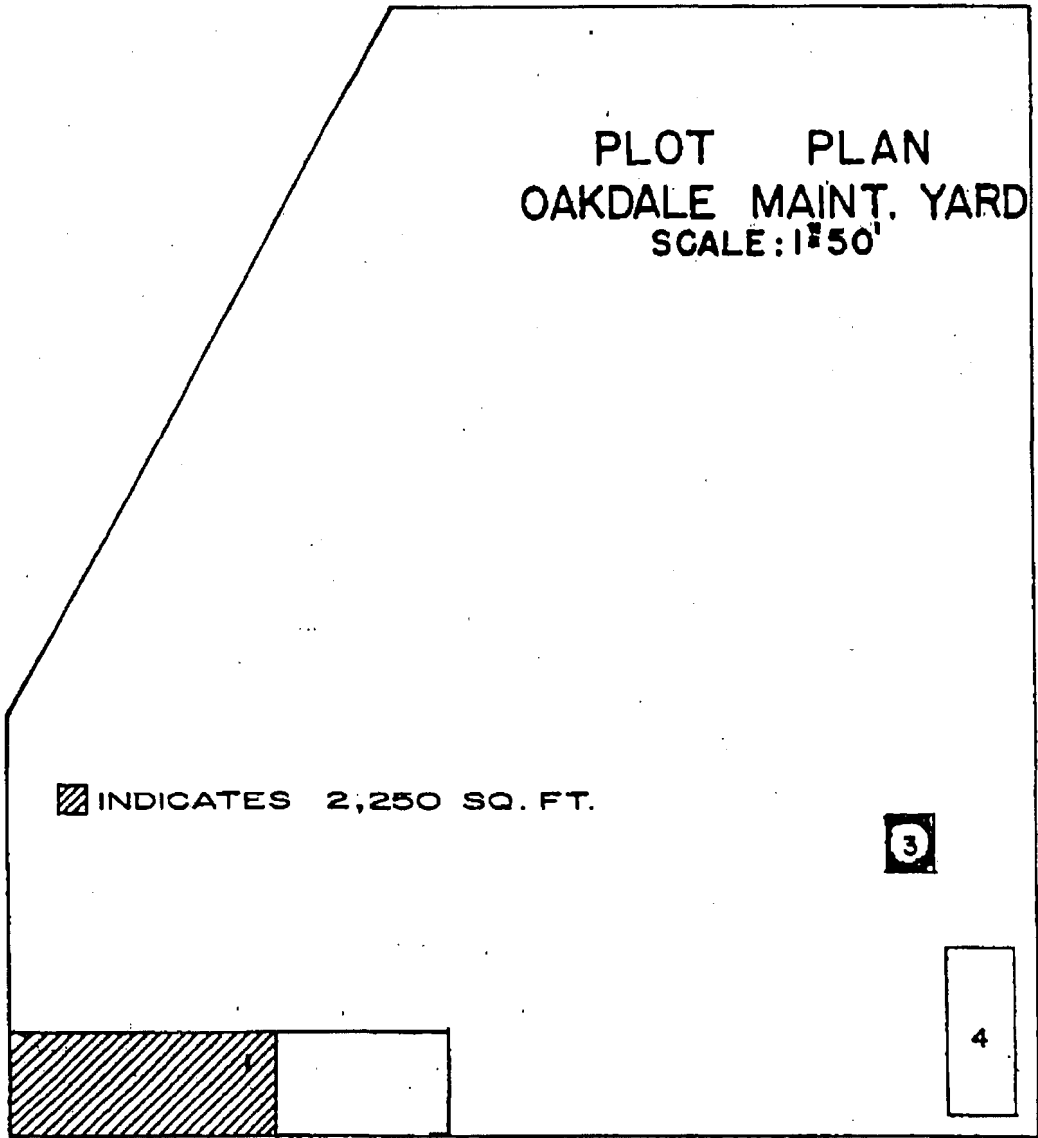
By Sal Cannella
Chairman of the Board of
Supervisors

- 1. CORR. METAL BLDG.
- 3. CORR. METAL BLDG.
- 4. OFFICE



PLOT PLAN
OAKDALE MAINT. YARD
SCALE: 1" = 50'

▨ INDICATES 2,250 SQ. FT.



ALLEY

CENTER

JUL 1964

Attachment 2
Amendment No. 1 to
Lease Agreement

**AMENDMENT NO. 1
TO LEASE AGREEMENT
OAKDALE PUBLIC WORKS YARD
CENTER STREET, OAKDALE**

THIS LEASE AMENDMENT NO. 1 (the "Amendment") is entered into in the City of Modesto, State of California, on _____, 2016 between the COUNTY OF STANISLAUS, a political subdivision of the State of California, ("County"), and COMMUNITY SHARING CHRISTIAN CENTER, INC., ("Lessee"), in consideration of the premises, and the agreements, terms and conditions set forth, below.

WHEREAS, on January 15, 1985, County and Lessee entered into a lease Agreement, Board Item No. 85-123, (the "Lease") under the terms of which the County leased to Lessee a portion of that certain real property identified as APN 129-007-002, (the "Premises"), commonly known as 551 or 579 Center Street, City of Oakdale, California, which Premises are more particularly described in paragraph 2a, and Exhibit A of the Lease; and

WHEREAS, Lessee has occupied space at the subject property beyond that defined as the leased Premises; and

WHEREAS, Lessee desires to make improvements to the premises to allow for storage of food in support of the Lessee's community service with certain assurances that if the lease is subsequently terminated by the County for its convenience that the cost of improvements shall be reimbursed to the Lessee; and

WHEREAS, County desires to allow Lessee to make the desired improvement; and

WHEREAS, the Parties hereto have reached an agreement regarding the above recitals and wish to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, which are hereby deemed a contractual part hereof, and the mutual agreements, covenants and restricts contained herein, the parties agree as follows:

1. Premises: Paragraph 2a and 2b of the Lease is deleted and replaced with the following:

"2. a. County hereby leases unto Lessee and Lessee hereby hires from County those certain premises situated in the City of Oakdale, County of Stanislaus, State of California, and more particularly described as follows:

All that portion of Block 74 of the Official Map of the City of Oakdale, recorded in Volume 7 of Maps, at Page 48 on December 10, 1913, lying in the Southwest Quarter of Section 14, Township 2 South, Range 10 East, Mount Diablo Meridian, City of Oakdale, County of Stanislaus described as follows:

Beginning at the most north easterly corner of said Block 74, said point being on the south right-of-way of Center Street and the northerly line of said Block 74; thence South 60° 04' 48" West along said line, 210.00 feet; thence leaving said right-of-way line,

South 29° 55' 12" East, 100.00 feet; thence North 60° 04' 48" East, 100.00 south of, and parallel with said south right-of-way of Center Street 153.96 feet to a point on the east line of said Block 74; thence North 0° 39' 16" West, 114.63 feet to the point of beginning.

Subject to all easements and right-of-ways of record.
Having an area of 18,198 feet more or less.

(and further depicted in the attached Exhibit A)

"2. b. Occupation of the premises by Lessee shall be without payment of rent to the County."

2. Tenant Improvements: Paragraph 9. a. is hereby added to the Lease:

"Lessee shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Lessee. Any improvements or alterations of the premises shall be approved by the County and shall not be performed except in full compliance with a separate Improvement Agreement negotiated and ascribed to by the Parties."

3. Agreement Terms: Paragraph 17 is hereby amended to read as follows:

"The term of this Agreement shall commence April 1, 1985, and shall terminate on June 30 2042. Lessee may terminate this agreement upon thirty (30) days written notice to the County."

4. CAL/OSHA Inspections: Paragraph 19 is hereby added to the Lease:

"19. CAL/OSHA Inspections. If the Premises is cited by CAL/OSHA, County shall be required to abate said citations. Provided, however, that County may terminate this Lease should it decide that abatement cost, do not merit the continuance of this Lease. Tenant shall be given notice by County of said decision and notice shall provide Tenant at least 90 days to vacate the property."

5. CASp Inspection: Paragraph 20 is hereby added to the Lease:

"20. CASp Inspection. The following Notice is given pursuant to California Civil Code section 1938: The subject property has not been issued a disability access inspection certificate, as described in subdivision (e) of California Civil Code section 55.53. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. Lessee shall reimburse the County for any costs associated with performance of the CASp inspection and shall make, or reimburse the County for, any improvements required to be made to the Premises to comply with disability access laws."

6. Nondiscrimination: Paragraph 21 is hereby added to the Lease:

"21 a. Nondiscrimination. During the performance of this Lease, Lessee and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Lease because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Lessee and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

"b. Lessee shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform the community services required under this Lease.

"c. Lessee shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Lessee's delivery of services."

7. Miscellaneous: Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and re-acknowledges its respective obligations under the Lease as amended hereby. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

8. Entire Agreement: This Lease Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Lease shall be valid or binding.

9. Duplicate Counterparts: This Lease Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

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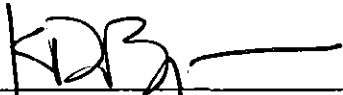
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IN WITNESS WHEREOF Lessee, COMMUNITY SHARING CHRISTIAN CENTER, INC., has executed this Amendment No. 1 to Lease Agreement and Tenant, and County of Stanislaus, by order of the Board of Supervisors, has caused this Amendment No. 1 to Lease Agreement to be executed on its behalf by the County Purchasing Agent on the day, month and year above written.

COUNTY OF STANISLAUS

COMMUNITY SHARING CHRISTIAN CENTER, INC.

By: 
Keith D. Boggs
Assistant Executive Officer,
GSA Director/Purchasing Agent


Fred Rich,
President/Managing Director

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
PUBLIC WORKS DEPARTMENT**

**APPROVED AS TO FORM
JOHN P. DOERING,
County Counsel**

By: 
Matt Machado, PE, LS
Public Works Director

By: 
Thomas E. Boze
Assistant County Counsel

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