

# Memo

Carmichael



RECREATION AND  
PARK DISTRICT

**To:** Advisory Board of Directors

**From:** Tarry Smith, District Administrator  
Stephanie Young, Administrative Analyst

**Subject:** Approval of the Chautauqua Playhouse First Amendment to the Lease

**Date:** April 4, 2019

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***Introduction/Background:***

With the help of the theatre community, the non-profit organization known as Chautauqua Playhouse opened its doors in the La Sierra Community Center in April of 1985. As one of La Sierra's original tenants, Chautauqua is considered to be a co-sponsored community tenant. The District and the Chautauqua Playhouse have enjoyed a long-standing relationship; cooperatively working to promote each other's offerings to the community.

Since that first season in 1985, Chautauqua has produced a season of six plays per season (running from September through May) plus a six-show children's theatre season under the direction of Marie Raymond. There is also a children's theatre workshop in voice, drama and dance conducted in Spring, Fall and Summer sessions. Season subscribers and the theatre-going community enjoy a variety of new and traditional comedies, dramas, original plays and musical reviews, with a wide range of ethnic and cultural appeal.

***Discussion:***

Proposed terms are as follows:

Base Rent: Monthly rental fee of \$2,510.02 per month (based upon \$0.41 per square foot of 6,122 leased space).which is a 5% increase over last year's base rent amount or a \$1,469.28 annual increase.

Term: The term of the First Amendment to the Lease is for three (3) years, commencing January 1, 2019, and terminating on December 31, 2022, upon the same terms and conditions contained in the Lease.

Rate Includes: Base rate includes Utilities and Services, but does not include phone, internet access or janitorial services. Utilities and Services will be reviewed annually. The District reserves the right to increase the rental costs every two (2) years to cover increased costs of utilities and services not to exceed 10% of the base rent.

***Recommendation:***

Staff recommends that the Advisory Board of Directors of the Carmichael Recreation and Park District approve the First Amendment to the Lease between the Carmichael Recreation & Park District and Chautauqua Playhouse, Inc., retroactively; to authorize the District Administrator to sign and to forward the First Amendment to the County for execution by the Board of Supervisors.

FIRST AMENDMENT TO LEASE  
RE: LA SIERRA COMMUNITY CENTER  
BETWEEN CARMICHAEL RECREATION AND PARK DISTRICT AND  
**CHAUTAUQUA PLAYHOUSE, INC**

THIS FIRST AMENDMENT TO LEASE RE: LA SIERRA COMMUNITY CENTER (hereinafter "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **CARMICHAEL RECREATION AND PARK DISTRICT**, a Recreation and Park District formed pursuant to the California Public Resources Code (Section 5780, et seq.) hereinafter LESSOR and **CHAUTAUQUA PLAYHOUSE, INC**, a California non-profit public benefit corporation (hereinafter LESSEE) to amend that certain lease agreement between the parties dated January 1, 2013 (hereinafter the Lease).

WHEREAS, LESSEE has exercised its option to extend the term of the Lease for an extended term of **three (3)** years pursuant to the terms of the lease, and

NOW, THEREFORE, IT IS MUTUALLY AGREED to amend the Lease between LESSOR and LESSEE as follows:

1. Delete Paragraph 3A. Initial Term and replace with:
  - A. First Amendment Term. The term of the Lease is hereby extended for three (3) years, commencing on **January 1, 2019**, and terminating on **December 31, 2022**, upon the same terms and conditions contained in the Lease.
  
2. Delete Paragraph 5A. Base Rent and replace with:
  - A. First Amendment Rent. Commencing January 1, 2019, LESSEE

shall pay LESSOR a Lease Base Rent for the extended term in the amount of **\$ 2,510.02** per month (based upon **\$.41** per square foot of **6,122** leased space)

3. Add Paragraph 35. Certified Access Specialist

35. Certified Access Specialist

Pursuant to California Civil Code §1938, the LESSOR states that the Premises:

Have not undergone an inspection by a Certified Access Specialist (CASp).

Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.

Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

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.

5. REAFFIRMATION. Except as set forth in this First Amendment, all of the terms and conditions contained in the Lease, and not in conflict with the provisions of this First Amendment, shall remain in full force and effect for the extended term.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the respective parties hereto have executed this First Amendment to the Lease as of the date first set forth herein and the amendments set forth herein shall be effective as of **January 1, 2019**.

CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (Section 5780, et seq.)

By \_\_\_\_\_  
Chair, Board of Supervisors, ex-officio  
Board of Directors  
"LESSOR"

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors,  
ex-officio Clerk of the Board of  
Directors of Carmichael Recreation  
and Park District

APPROVED AS  
TO CONTENT:

\_\_\_\_\_  
District Administrator

CHAUTAUQUA PLAYHOUSE, INC  
BY:

APPROVED  
AS TO  
FORM: \_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Authorized Representative  
"LESSEE"