

# Memo

Carmichael



RECREATION AND  
PARK DISTRICT

**To:** Advisory Board of Directors

**From:** Tarry Smith, District Administrator  
Ingrid S. Penney, Administrative Services Manager

**Date:** April 4, 2019

**Subject:** Approve and Recommend a Second Amendment to the Lease with California Montessori Project, Inc.

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***Introduction/Background:***

California Montessori Project, Inc. (CMP) has been a leasehold tenant at the La Sierra Community Center since 2011. CMP is a charter school serving approximately 700 students from Transitional Kindergarten through 8<sup>th</sup> grade. They currently lease 68,602 square feet of space with annual lease payments in excess of \$985,800.

In 2016, CMP approached the District about potential improvements to the blacktop at the southwest area near the ballfields of the La Sierra Community Center. This location serves as a play area for CMP students during their regular school hours and is accessible to the public outside of CMP's regular school hours.

Both CMP and the District collaborated on initial design concepts, enlisting the aid of The HLA Group to develop said concepts and costs. CMP agreed to accept the initial responsibility for all project-related costs in an amount not to exceed \$300,000. The design services costs are included in the \$300,000 budget. Once the project is completed the District will reimburse CMP for half of the costs not to exceed \$150,000.

This proposal was presented to the Facilities Committee on several occasions culminating into a recommendation to the Advisory Board. At the September 20, 2018 Regular Meeting, the Advisory Board voted unanimously to approve a Letter of Intent which clarified terms and conditions between the parties to serve as the basis for the development of an agreement. (Attachment 1)

Initially, County Counsel recommended using a Memorandum of Understanding (MOU) between the two parties. Staff developed an MOU only to learn that a Second Amendment to the Lease would be the most appropriate instrument.

***Discussion:***

Staff has prepared a Second Amendment to the Lease which addresses the terms and conditions outlined in the Letter of Intent. County Counsel has reviewed the amendment and approved the form. In the meantime, there have been numerous meetings between CMP and the District with The HLA Group to develop a conceptual master plan and project description for the improvement, included in proposed Second Amendment (Attachment 2). The conceptual master plan and project description depict both funded and unfunded features. In addition, The HLA Group has prepared cost estimates for both the funded and unfunded elements. (Attachment 3)

The District recognizes the value of its long-standing relationship with CMP. Past and present collaborations have served and benefitted both parties and the Community. This lease amendment will facilitate improvements to the La Sierra Community Center that will transform broken asphalt into a much-needed and improved play area to be enjoyed by all.

***Recommendation:***

Staff recommends that the Carmichael Recreation and Park District Advisory Board of Directors approve the design along with the add alternates, as submitted; approve and direct Staff to submit the Second Amendment to the Lease that incorporates the La Sierra Community Center Play Area Improvement Project with the California Montessori Project, Inc. to the Sacramento County Board of Supervisors for final approval and execution.

**Next Steps:**

If approved by the Advisory Board, the Board of Supervisors will review and take action on the Second Amendment at their April 23, 2019 Meeting.

The HLA Group will complete their contracted services by scheduling a topographic survey to be performed and preparing construction drawings, specifications and other related construction documents. Once received, Staff will use these documents to prepare the bid package, advertise the project for bid, and finalize the construction contract documents for the project.

## **Letter of Intent**

**The intent of this Letter is to provide a written expression of the mutual interest of the following Parties:**

**Carmichael Recreation and Park District (CRPD) and California Montessori Project, Inc. (CMP)  
for a Playground Paving Improvement Project.**

This "Letter of Intent" outlines the terms and conditions that will be used as a basis of a contractual agreement, regarding the renovation of the playground area at La Sierra Community Center, owned by the Carmichael Recreation and Park District and used by both the CMP Montessori School during regular school hours and the general public. The future agreement will require further documentation and approvals and the preparation of a contract which would set forth the material terms and payment process of the agreement.

### **Authority to Enter Letter of Intent**

The parties signing this letter affirm they are an authorized representative of their respective agencies and have authority to enter into this Letter of Intent.

### **Prospective Transaction**

The transaction, which the Parties have expressed a mutual interest in, involves the construction of a joint use playground on the site of La Sierra Community Center, owned by the CRPD and portions thereof leased to CMP.

The Prospective Transaction would involve payment from CMP to CRPD under the following terms and conditions.

### **Terms**

CMP accepts initial responsibility for all payments related to the completed design and construction plans, demolition, paving and striping for the specified asphalt playground area, not to exceed \$300,000.

CMP will provide written proof that \$300,000 has been designated and is available to execute this project.

CMP will provide \$150,000 as a first installment as seed money to cover project costs that will be incurred by the CRPD. CRPD will bill CMP every two weeks for actual project costs in excess of the initial \$150,000 not to exceed the total project costs of \$300,000.

CRPD will reimburse CMP for half of the actual project expenses up to a sum of \$150,000 at the completion of the project.

CMP will not charge interest during the re-payment period.

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*Letter of Intent between the Carmichael Recreation and Park District and  
California Montessori Project, Inc.*

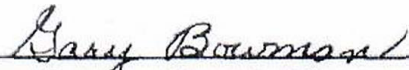
Accepted and Agreed to by:



Tarry Smith, District Administrator  
Carmichael Recreation and Park District

Date:

9/11/18



Gary Bowman, Executive Director  
California Montessori Project, Inc.

Date:

9/10/18

SECOND AMENDMENT TO LEASE  
RE: LA SIERRA COMMUNITY CENTER  
BETWEEN CARMICHAEL RECREATION AND PARK DISTRICT AND  
**CALIFORNIA MONTESSORI PROJECT, INC.**

THIS SECOND AMENDMENT TO LEASE RE: LA SIERRA COMMUNITY CENTER (hereinafter "Second 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 **CALIFORNIA MONTESSORI PROJECT INC.**, a California non-profit public benefit corporation (hereinafter LESSEE) to amend that certain lease agreement between the parties dated July 16, 2013 (hereinafter the Lease).

**RECITALS**

**WHEREAS**, the La Sierra Community Center (Community Center) is owned and operated by LESSOR;

**WHEREAS**, LESSOR provides LESSEE and other tenants of the Community Center, and their respective authorized representatives and invitees use of the La Sierra Community Center Common Areas (Common Areas) from time to time for general use and convenience;

**WHEREAS**, LESSEE presented a tenant improvement proposal to improve the asphalt (Play Area Improvements) at the Community Center located within the Common Areas, which will benefit LESSOR and LESSEE programs;

**WHEREAS**, LESSEE desires to fund up to half of the planned renovations and costs associated with the Play Area Improvements project (Project) in an amount not to exceed \$150,000; with LESSOR being responsible for the balance of the Project costs.

**WHEREAS**, LESSOR and LESSEE agree the total cost of the Project will not exceed \$300,000.

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

1. The foregoing recitals are true and correct and are hereby incorporated by reference.

2. Add Paragraph 40. Play Area Improvement Project

40. Play Area Improvement Project

A. License to Use Play Area Improvement Project Area. Notwithstanding Paragraph 23. Common Areas, LESSOR grants to LESSEE a license to use the Play Area Improvement Project Area (Area), which is depicted in Exhibit "A", attached hereto and incorporated by this reference, on an exclusive basis, during normal school hours, Monday through Friday, August to May. LESSEE's hours of use are subject to change upon mutual agreement of the parties. The District Administrator shall have the authority to agree to a change in LESSEE's hours of use of the area.

B. Project Costs. Notwithstanding

The total cost of the Project shall not exceed \$300,000 (Project Costs). LESSEE shall initially fund the Project Costs (subject to reimbursement from LESSOR) within 20 days from the full execution of the Second Amendment. LESSOR shall contribute up to half of the Project Costs in an amount not to exceed \$150,000 (LESSOR's Share); and reimburse LESSEE in accordance with Paragraph 40 D. After reimbursement, LESSEE's share of the Project Costs shall not exceed \$150,000 (LESSEE's Share).

C. Project.

The scope of the Project is described and depicted in Exhibit "B", subject to change upon mutual agreement of the parties. The District Administrator shall have the authority to approve Project-related changes which do not exceed the Project Costs total.

Project funds shall be used to cover the cost of design, demolition and construction activities necessary for the Project and any other Project-related activities.

D. LESSOR Responsibilities.

LESSOR shall be responsible for the design and construction management of the Project.

LESSOR shall reimburse the LESSEE upon successful completion of the Project improvements, 120 days following receipt of Notice of Completion and acceptance of the Project improvements by LESSOR.

The District Administrator shall have the authority to accept the Project improvements on behalf of the District. Title to the Project improvements shall vest in the name of the District upon completion of the Project.

E. LESSEE Responsibilities.

LESSEE shall maintain the Play Area Improvements and the Play Area Improvements Area during school hours identified in Paragraph 40 A., including but not limited to trash, debris and spills removal.

4. Add Paragraph 41. John Smith Community Hall.

41. John Smith Community Hall.

LESSOR grants LESSEE a \$1,000 credit towards the use of the John Smith Community Hall, during fiscal year 2019-20.

5. REAFFIRMATION. Except as expressly set forth in this Second Amendment, all of the terms and conditions contained in the Lease Agreement dated July 16, 2013 and the First Amendment of the Lease Agreement dated July 1, 2018 (collectively Agreement), shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control.

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IN WITNESS WHEREOF, the respective parties hereto have executed this Second Amendment to the Lease as of the date first set forth herein and the amendments set forth herein shall be effective as of \_\_\_\_\_, **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

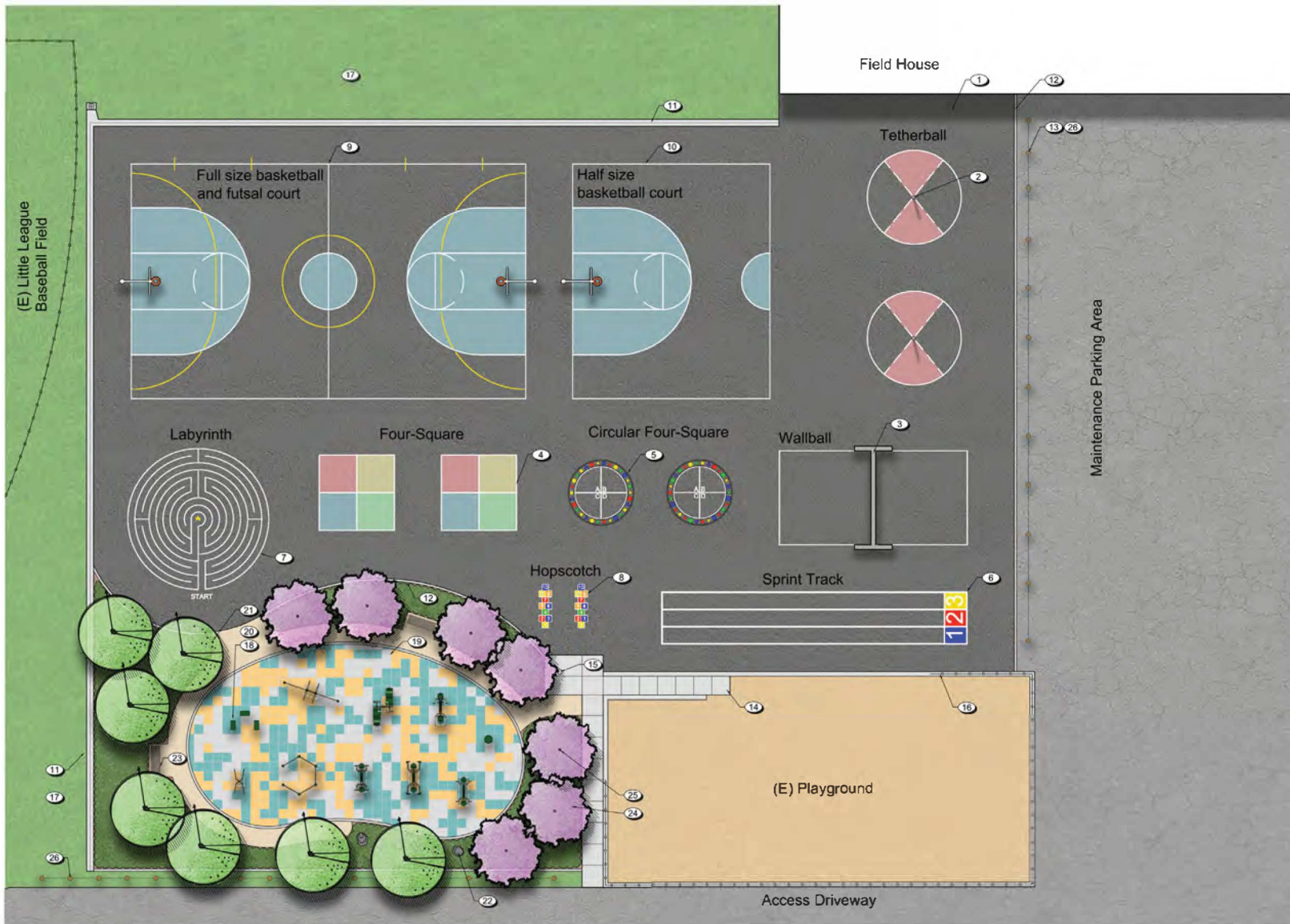
CALIFORNIA MONTESSORI PROJECT, INC.

By:

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

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

# EXHIBIT A to AMENDMENT

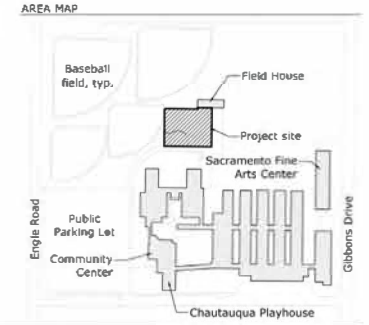


- BASE BID KEYNOTES**
- 1 Existing asphalt to be replaced with new asphalt, typ.
  - 2 Tetherball court, typ of 2.
  - 3 Wallball court with wall (can be used on both sides).
  - 4 Standard four square court, typ. of 2.
  - 5 Circular four square court with exterior symbols for multi-use play, typ. of 2.
  - 6 Sprint track with three lanes.
  - 7 30' diameter labyrinth.
  - 8 Hopsotch court, typ. of 2.
  - 9 Full size (84'x50') basketball court with basketball standards (hoop and backboard) and youth futsal court striping.
  - 10 Half size (42'x50') basketball court with basketball standards (hoop and backboard).
  - 11 Valley gutter, typ. Sloped to (E) storm drain for improved site drainage.
  - 12 Concrete mowcurb.
  - 13 Existing bollards and cable barrier to remain, typ.
  - 14 Existing concrete walk to remain.
  - 15 Existing drinking fountain to remain.
  - 16 Existing play curb with fencing around playground to remain.
  - 17 Existing turf area, typ.
- UNFUNDED PROJECT ELEMENTS KEYNOTES**
- 18 Outdoor fitness equipment (10 piece set).
  - 19 Rubber pour-in-place surfacing with mowcurb border, typ.
  - 20 Decomposed granite paving walking path.
  - 21 Steel header at edge of decomposed granite paving.
  - 22 Stepping stones.
  - 23 6' Bench.
  - 24 Planting area, typ.
  - 25 New accent tree, typ.
  - 26 Post and cable fence to replace existing bollards and cable barrier.

**PROJECT DESCRIPTION**

The La Sierra Community Center play area project is a multi-phased renovation project being undertaken by Carmichael Recreation and Park District in cooperation with the California Montessori Project. The Phase I funded portion of the project includes the removal of the existing asphalt paving area and in-ground basketball standards (hoop and backboards). New colored asphalt, striped game courts (hopsotch, labyrinth, sprint track, round/square four square, and a futsal court), full and half basketball courts with standards, a wallball court, tetherball courts, and surface drainage improvements will be installed in place of the removed asphalt area.

The Phase II unfunded project improvements include the demolition of existing turf and installation of a 10-piece outdoor fitness equipment cluster with poured-in-place rubberized surfacing, decomposed granite walking path, benches, stepping stones, and a planting area.



## La Sierra Community Center Conceptual Play Area Renovation Carmichael, California

## **EXHIBIT B to Amendment**

### **SCOPE OF PROJECT**

#### **1. PROJECT LOCATION**

Facility Name: LA SIERRA COMMUNITY CENTER – PLAY  
AREA IMPROVEMENT  
Street Address: 5325 ENGLE ROAD  
City and Zip Code: CARMICHAEL, CA 95608

#### **2. SCOPE**

The La Sierra Community Center Play Area Improvement Project is a multi-phased renovation project being undertaken by Carmichael Recreation and Park District in cooperation with the California Montessori Project.

The Phase I funded portion of the project includes the removal of the existing asphalt paving area and in-ground basketball standards (hoop and backboards). New colored asphalt, striped game courts (hopscotch, labyrinth, sprint track, round/square four square, and a futsal court), full and half basketball courts with standards, a wallball court, tetherball courts, and surface drainage improvements will be installed in place of the removed asphalt area.

The Phase II unfunded project improvements include the demolition of existing turf and installation of a 10-piece outdoor fitness equipment cluster with poured-in-place rubberized surfacing, decomposed granite walking path, benches, stepping stones, and a planting area.


**The HLA Group** Landscape Architects & Planners, Inc.

Community Design · Parks and Recreation · Urban Design · Civic Design · Sustainable Design

<b>PROJECT NAME:</b>	<b>La Sierra Community Center - Conceptual Play Area Renovation Carmichael Recreation and Park District</b>
<b>JOB NUMBER:</b>	29818
<b>DATE:</b>	March 27, 2019

**Preliminary Statement of Probable Construction Costs**
**Phase I - Funded Project Items**

Item #	Description of Work/Materials	Unit	Quantity	Price Per Unit	Total Amount
<b>1.</b>	<b>General Sitework</b>				
	A. Site Demolition	LS	1	20,000.00	20,000.00
	B. Site Layout and Staking	LS	1	4,000.00	4,000.00
<b>General Sitework Subtotal:</b>					<b>\$24,000.00</b>
<b>2.</b>	<b>Hardscape and Site Amenities</b>				
	A. Asphalt Paving & Striping (Painted Game Court)	SF	21,695	8.00	173,560.00
	B. Concrete Mowcurb	LF	225	25.00	5,625.00
	C. Valley Gutter	LF	306	35.00	10,710.00
	D. Basketball Standard, Backboards & Goals	EA	3	5,500.00	16,500.00
	E. Wallball Court	LS	1	10,000.00	10,000.00
	F. Bark Mulch (at new asphalt edge)	CY	9	65.00	585.00
<b>Hardscape and Site Amenities Subtotal:</b>					<b>\$216,980.00</b>
<b>Base Bid Construction Subtotal:</b>					<b>\$240,980.00</b>
<b>Project Mobilization @ 5% of Base Bid Subtotal:</b>					<b>\$12,049.00</b>
<b>Contingency @ 10% of Base Bid Subtotal:</b>					<b>\$24,098.00</b>
<b>Construction Base Bid Total:</b>					<b>\$277,127.00</b>

**Note:** Above estimate of costs is for construction related items and does not include consultant design costs or miscellaneous/agency fees. Consultant design costs for this project are approximately \$19,000.00

**Phase II - Unfunded Project Items**

<b>Add Alternate #1</b>					
<b>A1</b>	<b>Fitness Area</b>				
	A. Demo (E) Paving/Turf Area & Post & Cable Fencing	LS	1	7,500.00	7,500.00
	B. Fitness Equipment (10 piece set)	Allow	1	60,000.00	60,000.00
	C. Rubber Pour-In-Place Surfacing	SF	2,292	18.00	41,256.00
	D. Decomposed Granite Paving	CY	7	200.00	1,400.00
	E. Mowcurb	LF	186	25.00	4,650.00
	F. Steel Header	LF	120	15.00	1,800.00
	G. Post and Cable Fence (at Access Driveway)	LF	110	25.00	2,750.00
	H. Planting & Irrigation Area	SF	2,517	6.50	16,360.50
	I. 24" Box Trees	EA	11	275.00	3,025.00
	J. Stepping Stones	EA	15	100.00	1,500.00
	K. 6' Bench	EA	2	2,000.00	4,000.00
<b>Fitness Area Subtotal:</b>					<b>\$144,241.50</b>

<b>Add Alternate #2</b>					
<b>A2</b>	<b>Post and Cable Fence at Maintenance Parking Area</b>				
	A. Demo (E) Post and Cable Fence & Install New	LS	1	5,000.00	5,000.00
<b>Post and Cable Fence at Maintenance Parking Area Subtotal:</b>					<b>\$5,000.00</b>

<b>Add Alternate #3</b>					
<b>A3</b>	<b>Concrete Paving at Basketball Courts Only</b>				
	A. Concrete Paving & Striping in lieu of Asphalt Paving & Striping (Item #2A noted above).	SF	9,632	12.00	115,584.00
<b>Concrete Paving at Basketball Courts Only Subtotal:</b>					<b>\$115,584.00</b>

<b>Add Alternate #4</b>					
<b>A4</b>	<b>Concrete Paving at Play Area (entirety of asphalt paving)</b>				
	A. Concrete Paving & Striping in lieu of Asphalt Paving & Striping (Item #2A noted above).	SF	21,695	12.00	260,340.00
<b>Concrete Paving at Play Area (entirety of asphalt paving) Subtotal:</b>					<b>\$260,340.00</b>

**General Note:** This Statement of Probable Cost is based on the La Sierra Community Center - Conceptual Play Area Renovation plan by The HLA Group dated 03/27/19. It is recognized that neither the Landscape Architect nor the client has any control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or other competitive bidding market forces. Negotiating prices will vary from any statement of probably construction cost or other estimate or evaluation prepared by the Landscape Architect. For each year until the facility is constructed, the construction costs must be adjusted for inflation based on the Construction Cost Index.