

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

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

Subject: Approval of Sacramento Fine Arts Center First Amendment to the Lease

Date: April 4, 2019

Introduction/Background:

The Sacramento Fine Arts Center is a non-profit whose mission is to provide Carmichael and the surrounding area with an art center dedicated to the creation and presentation of visual arts, the presentation of art shows and exhibits, instructional classes, workshops and seminars, and the improvement of the quality of the cultural life.

As one of the original tenants of the La Sierra Community Center, Sac Fine Arts is considered to be a co-sponsored community tenant. The District took an active role early on by supporting the existence of the art center and recognized that it serves the needs of community artists, students, and the general public who participates in its offerings.

Discussion:

Proposed terms are as follows:

Base Rent: Monthly rental fee of \$2,909.77 per month (based upon \$0.41 per square foot of 7,097 leased space) which is a 5% increase over last year's base rent amount or a \$ 1,703.28 annual increase.

Term: The term of the First Amendment to the Lease is for five (5) years, commencing January 1, 2019, and terminating on December 31, 2024, 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 Sacramento Fine Arts Center, 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
SACRAMENTO FINE ARTS CENTER

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 **SACRAMENTO FINE ARTS CENTER**, 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 **five (5)** 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 five (5) years, commencing on **January 1, 2019**, and terminating on **December 31, 2024**, 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 **\$2,909.77** per month (based upon **\$0.41** per square foot of **7,097** 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

SACRAMENTO FINE ARTS CENTER
BY:

APPROVED
AS TO
FORM: _____
County Counsel

Authorized Representative
"LESSEE"