

**RESOLUTION NO. 18-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND  
APPROVING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF  
RICHMOND AND THE RICHMOND POLICE ACTIVITIES LEAGUE FOR THE  
DEVELOPMENT OF A PARKING LOT AT 175 – 23RD STREET, RICHMOND,  
CALIFORNIA**

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**WHEREAS**, the City of Richmond provided Redevelopment funds to the Richmond Police Activities League (“RPAL”) in 1997 for the development of a gymnasium; and

**WHEREAS**, the RPAL gymnasium is located in Redevelopment Project Area 10-A (Downtown) and is of primary benefit to residents of the Merged Project Area and also promotes the health and general welfare of the Merged Project Area and the community in general; and

**WHEREAS**, as a condition of approval of the development of the gymnasium, RPAL was required to construct and maintain adequate parking facilities to support the gymnasium; and

**WHEREAS**, RPAL has operated and maintained this location as parking through 2021 and desires to meet its requirement to construct and maintain adequate parking facilities to support the gymnasium; and

**WHEREAS**, RPAL now would like to construct and maintain adequate parking facilities to support the gymnasium and construct certain community garden improvements and supportive programs; and

**WHEREAS**, the City of Richmond and RPAL desire to enter into a Lease Agreement in the form attached hereto as Exhibit A, that will grant RPAL the use of City-owned property (the triangular remainder of APNs 514-020-001 through 514-020-014 located at 175 23<sup>rd</sup> Street, Richmond, California) for the construction and maintenance of said parking facility for the gymnasium, community garden improvements and supportive programs; and

**NOW, THEREFORE, BE IT RESOLVED**, that in consideration of the mutual covenants and promises of the Parties contained in the Lease Agreement, members of the City Council hereby approve the Lease Agreement and authorize the City Manager to execute and implement these agreements, including making minor and administrative amendments to the agreements and approving budgeted disbursements in accordance with the intent of these agreements.

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I certify that the foregoing resolution was passed and adopted by the City Council of the City of Richmond at a regular meeting thereof held February 15, 2022, by the following vote:

AYES: Councilmembers Bates, Jimenez, Johnson III, McLaughlin, Willis, Vice Mayor Martinez, and Mayor Butt.  
NOES: None.  
ABSTENTIONS: None.  
ABSENT: None.

PAMELA CHRISTIAN  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

THOMAS K. BUTT  
Mayor

Approved as to form:

DAVE ALESHIRE  
Interim City Attorney

State of California            }  
County of Contra Costa        }       : ss.  
City of Richmond               }

I certify that the foregoing is a true copy of **Resolution No. 18-22**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on February 15, 2022.

  
Pamela Christian, Clerk of the City of Richmond

## **AGREEMENT TO LEASE**

THIS AGREEMENT TO LEASE (herein after referred to as the "Agreement") is made and entered into as of this \_\_\_day of February 2022 to be effective as herein below set forth, by and between the CITY OF RICHMOND, a municipal corporation and charter city (hereinafter called "Landlord") and Richmond Police Activities League, Inc., a California nonprofit corporation (hereinafter called "Tenant").

### WITNESSETH:

WHEREAS, LANDLORD is the owner of certain real property in the City of Richmond, County of Contra Costa, State of California, located on the south side of Bissell Avenue between 22nd and 23rd Streets, (a triangular remainder of APNs 514-020-001 through 514-020-015), and that is described more particularly in Exhibit "A" (the "Property"); and

WHEREAS, Tenant seeks to construct and maintain a parking lot on the Property as an appurtenance for the Richmond Police Activities League Gymnasium located at 2200 Macdonald Avenue for the purposes permitted in Section 9 of this Agreement; and

WHEREAS, Tenant seeks to create a community garden and conduct supportive programs; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Property.

NOW, THEREFORE in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

#### Section 1. Property.

1.1 Landlord is the owner of the Property.

1.2 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Property for the purposes permitted in Section 9 of this Agreement.

#### Section 2. Term of Agreement.

##### 2.1 Initial Term.

The effective date of this Agreement shall be February \_\_\_\_, 2022 (hereinafter called "Effective Date"). The Term of this Agreement shall be for ten (10) years commencing upon the Effective Date and continuing through February \_\_\_\_, 2031 (hereinafter called the "Term") at which time this Agreement shall automatically terminate unless Tenant exercises its two (2) successive five (5) year option periods as provided for in Section 2.2 of this Agreement.

##### 2.2 Option Term.

Landlord hereby grants to Tenant the option to extend the term of this Agreement for two (2) additional five (5) year periods commencing when the prior term expires upon each and all of the following terms and conditions (such periods are referred to herein as the “Extended Term”):

2.2.1 In order to exercise an option to extend, Tenant must give written notice of such election to Landlord and Landlord must receive the same at least thirty (30) days but not more than ninety (90) days prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options may only be exercised consecutively.

2.2.2 Base. Rent for any Extended Term shall be subject to an annual adjustment as provided in Section 3.2 of this Agreement and shall continue at rate existing at end of initial lease period.

2.2.3 Except for the provisions of this Agreement granting options to extend the Term; all of the terms and conditions of this Agreement, except where specifically modified by this Section 2.2 shall apply.

2.2.4 All renewal options granted pursuant to this Section 2.2 shall be personal to Tenant. The exercise of this option term is subject to the condition that Tenant is not in default under the terms of this Agreement. Notwithstanding the provisions of this Section 2.2 otherwise, Landlord shall have the right to terminate Tenant’s leasing of the Property (or any portion thereof) during any Extended Term upon ninety (90) days written notice to Tenant, without cause, for any reason.

### 2.3 Reserved Easements.

Landlord reserves to itself and the right to grant to others in the future nonexclusive utility easements (including easements for construction, maintenance, repair, replacement and reconstruction of such utility easements) over, under, through, across or on the Property, provided Landlord shall use reasonable efforts to provide that such work occurring and any easement is located such that it will not unreasonably interfere with Tenant's use and enjoyment of the Property. Tenant shall not be obligated to maintain or repair easement facilities unless the need for repair is caused by Tenant's negligence or other wrongful conduct. Tenant shall be given reasonable notice before commencement of any work on the Property. Work occurring, shall, to the extent reasonably practicable, not prevent Tenant's use of the Property for the purposes specified in Section 9. In the event the installation or maintenance of such future utility lines in such easements causes any damage to the Property, or any portion thereof, including but not limited to pavement, curbs and sidewalks, the same shall be repaired by Landlord to at least the condition in existence prior to the work referred to in this Section, at its expense, if not so repaired by the party installing and maintaining the utility lines.

2.4 Termination in Furtherance of Development. Tenant understands and acknowledges that, notwithstanding the provisions of this Section 2 stating otherwise, Landlord may seek to utilize the Property as a potential housing development site. In furtherance of such process, Landlord may terminate this Agreement during the Term upon ninety (90) days prior written notice to Tenant.

Section 3. Rental Payments.

3.1 Base Rent.

During the Term Tenant shall pay to Landlord as annual rental, without deduction, setoff, prior notice or demand, the sum of \$1.00 Dollar (\$1.00) commencing on the Effective Date and continuing annually during the Term or any Extended Term.

3.2 Extended Term Rent.

Commencing with the first day of the Extended Term, Tenant agrees to pay to Landlord the annual rent which was payable by Tenant for the last month of the immediately preceding year.

Section 4. General Covenants.

Tenant shall commence paying rent upon the effective date of this Agreement. Upon Tenant paying the Rent for the Property as herein provided, and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Property for the entire Term and any Extended Term hereof subject to the provisions of this Agreement.

Section 5. Acceptance of Property.

Tenant's taking possession of the Property on the Effective Date shall constitute Tenant's acknowledgment that the Property are in good condition and that Tenant accepts the Property "AS IS". Tenant shall be responsible for installing and maintaining all improvements required to use the property for the purposes set forth in Section 9.

Section 6. Taxes.

Tenant shall pay all taxes which may be levied, imposed, or assessed upon or against the Property, or any possessory interest right which Tenant may have in or to the Property by reason of its use or occupancy thereof, and upon or against the structures, personal property and improvements located thereon. Tenant recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied on such interest. Tenant agrees to pay all taxes, assessments, and charges on goods, merchandise, appliances, equipment, and property owned by it in or about said Property.

Section 7. Safety Precautions.

Tenant agrees not to (a) employ or use ways or means, which are, dangerous on account of fire, explosions, or other hazardous risks over and above those normally associated with the type of business permitted in Section 9 of this Agreement, or (b) load or unload, handle or store in, on or around the Property any material or substance which would be dangerous because of the reasons set forth in (a) above, or would cause a cancellation of, or an increase in premiums payable under any policy of insurance maintained by Landlord in connection with the Property, if any.

Section 8. Compliance with Laws.

8.1 Compliance Generally. Tenant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, and the orders and decrees of any courts or administrative bodies or tribunals including municipal authorities, with respect to this Agreement, including without limitation environmental laws, employment discrimination laws, and prevailing wage laws for work that is not performed by "volunteers" as defined in California Labor Code Section 1720.4. Compliance under this provision includes compliance with all provision\_ of the Municipal Code of the City of Richmond ("Municipal Code") including Chapter 2.28 and Chapters 2.50, 2.52, 2.56, and 2.60, if applicable, which are herein incorporated by reference. Tenant shall be responsible for paying any fines or charges which may be levied by said agencies, departments, authorities, tribunals, administrative bodies or courts for violations of said laws, orders, decrees, rules, regulations, ordinances and requirements arising out of Tenant's use and occupancy of the Property.

8.2 Compliance with Municipal Code Chapter 2.28.030.

Tenant agrees to observe the provisions of Section 2.28.030 of the Municipal Code obligating every contractor or subcontractor under a contract or subcontract with the City public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor. Said Section 2.28.030, if applicable, is, by this reference, made a part of this Agreement.

8.3 Compliance with Municipal Code Chapter 2.60.

Tenant agrees to comply with all applicable requirements of the Chapter 2.60 of the Municipal Code ("Living Wage Ordinance") which is incorporated into this Agreement by this reference. As required under Section 2.60.070, Tenant shall, upon request, promptly provide to Landlord documents and information verifying its compliance with the Living Wage Ordinance for all work performed by persons other than "volunteers" as defined in California Labor Code Section 1720.4.. Also as required by Section 2.60.070, Tenant shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Section 9. Use of the Property.

9.1 The Tenant shall install and maintain the surface parking facilities and any improvements related to the community garden and its related programs (including all required fencing, landscaping, irrigation, lighting, and security features) on the property and shall not erect any permanent structures on the property without the approval of the Landlord and following completion of the appropriate plans submitted to the Community Development Department and receipt of the necessary permits and financing. Tenant shall use the Property for surface parking and for such other uses as may be consistent with surface parking, such as temporary storage of building materials, for the Richmond Police Activities League only and for no other purpose, in all cases, subject to the terms of this Agreement. All other uses shall require the prior written approval of Landlord and shall be conducted consistent with the provisions of the Agreement.

9.2 Tenant agrees it will use due diligence to require all persons entering upon the Property not to use the Property in whole or in part during the Term or any Extended Term of this Agreement for any purpose other than as hereinabove set forth, except with the prior written consent of Landlord, at its sole discretion. Tenant shall bring, at its own cost and expense, its own machinery, equipment, fixtures, and other personal property necessary or convenient to its construction and operation of the Property.

9.3 Tenant shall not perform or permit repair work to any vehicle parked at the Property.

9.4 Tenant shall not permit any vehicles that are not registered to the Tenant to park overnight on the Property, except by the express written consent of the Landlord.

Section 10. Maintenance, Alterations and Surrender of Property.

10.1 Tenant shall, throughout the Term or any Extended Term of this Agreement and so long as it remains in the possession of the Property, maintain the Property in good, safe and sanitary condition and keep the Property in good repair, except as provided in Section 15 of this Agreement. Landlord shall not have any responsibility to maintain the Property or to make repairs. No hazardous materials are allowed to be used or stored at the Property at any time.

10.2 Tenant shall not commit, suffer or permit any nuisance in or about the Property.

10.3 Tenant shall not make any alterations and/or improvements to the Property without the prior written consent of Landlord, which shall not be unreasonably withheld provided that Tenant has received all required discretionary land use approvals. Tenant shall apply for and exercise diligent good faith efforts to obtain all necessary land use approvals (the "Land Use Approvals"), including but not limited to City of Richmond design review approval, as necessary for any alterations and/or improvements. Landlord's consent to alterations and/or improvements

shall not substitute for or guarantee grant of Land Use Approvals.

10.4 Landlord's consent to Tenant's application for alterations and/or improvements does not obligate any City of Richmond official, department, board, commission, employee or the City Council to approve such alterations and/or improvements. The City retains its discretion to approve or disapprove any alterations and/or improvements. Any alterations and/or improvements made shall remain on and be surrendered with the Property on expiration or termination of the Term or any Extended Term, except that Landlord may elect within thirty (30) days before expiration of the Term or any Extended Term, or within thirty (30) days after termination of the Term or any Extended Term, to require Tenant to remove any alterations and/or improvements which Tenant has made to the Property. If Landlord so elects, Tenant at its sole cost and expense shall restore the Property to the condition designated by Landlord in its election, before the last day of the Term or any Extended Term, or within sixty (60) days after notice of election is given, whichever is later.

10.5 Where Landlord consents to Tenant's alterations and/or improvements to the Property as provided in this Section, such alterations and/or improvements shall not be commenced until ten (10) days after Landlord has received notice from Tenant stating the date the installation of the alterations and/or improvements is to commence so that Landlord can post and record an appropriate notice of non-responsibility.

10.6 The costs of maintenance and repair of any Tenant alterations and/or improvements and the costs of ordinary maintenance and repair of the Property shall be paid by the Tenant. Tenant shall return the Property to Landlord in as good condition as when delivered, less ordinary wear and tear.

Section 11. Duty to Guard Goods, Fire Equipment.

11.1 Except to the extent caused by Landlord's sole active negligence or willful misconduct, Landlord shall have no liability for any loss or damage to the goods, material, property and equipment of Tenant or third persons, upon or used in connection with the Property irrespective of the source of such loss or damage. Tenant shall provide at its own expense such security guards or alarm system as it may deem necessary for the security and protection of goods, material, property and equipment and Tenant's operations.

11.2 Tenant further agrees, at its own cost and expense, to maintain upon the Property at all times such fire equipment as may be prescribed from time to time, including any periodic inspection and certification as may be required by the Fire Marshal of the City of Richmond, or other competent authority. Tenant shall cause all goods, materials, property and equipment to be stored in such a manner that any fire equipment and controls on the Property are readily accessible at all times. In the event of any danger or damage to Landlord's property caused by fire, earthquake, or like hazard, Landlord shall be immediately notified by Tenant of such danger or damage.

Section 12. Utilities.

Tenant hereby covenants and agrees to pay for all water, sewer, heat, gas, trash collection, electricity, telephone service and any other utilities which may be furnished to or used in or upon the Property by Tenant during the Term of this Agreement.

Section 13. Indemnification.

13.1 To the fullest extent allowed by law, Tenant shall defend, indemnify and hold harmless the City of Richmond, and its elected and appointed officials, officers, employees, volunteers and agents (the "Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, expert witness fees and other defense costs, resulting from injury to or death sustained by any person (including Tenant's officers, employees, volunteers, agents and clients), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with this Agreement, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of the City of Richmond, or its elected or appointed officials, officers, agents, or employees. This indemnification provision shall survive the termination of this Agreement, including any Extended Term.

13.2 In claims against any person or entity indemnified under Section 13.1 above by an employee of Tenant, anyone directly or indirectly employed by Tenant or anyone for whose acts Tenant may be liable, the indemnification obligation under Section 13.1 above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

13.3 Submission of insurance certificates, endorsements, or other proof of compliance with the insurance requirements in Section 14 below does not relieve Tenant from liability under this Section. This indemnification, hold harmless and defense obligations shall apply whether or not such insurance policies are applicable to any such damages or claims for damages.

Section 14. Insurance.

Tenant, at its own cost and expense, shall carry and maintain the insurance coverage set forth in Exhibit "B" attached hereto and incorporated herein by reference throughout the Term or any Extended Term of this Agreement.

Section 15. Destruction of Property.

15.1 Due to Risk Covered by Insurance. Any loss, damage to or destruction of the Property covered by the insurance provided for in this Agreement, during the Term or any Extended Term of the Agreement shall have no effect upon the Term or any Extended Term, the Rent payable hereunder or any of Tenant's obligations hereunder.

15.2 Due To Risk Not Covered by Insurance. If the Property shall, during the Term or any Extended Term of this Agreement, be damaged in whole or in part by any cause of whatsoever nature arising from activities of Tenant within the Property from a risk not covered by the insurance provided for in this Agreement whether or not caused by the default or neglect of Tenant, its officers, employees, volunteers, agents, or clients, the same shall be promptly repaired, rebuilt or replaced by Tenant at its sole cost and expense. If the existing laws do not permit the restoration, either party can terminate this Agreement immediately by giving notice the other party absent any notice period prescribed otherwise in this Agreement.

15.3 New Lease Area and Relocation Benefits. If this Agreement is terminated for any reason, Landlord shall have no obligation to provide Tenant a new lease area or relocation benefits.

Section 16. Relocation Benefits.

As further and additional consideration for leasing the Property, Tenant does hereby voluntarily and knowingly release and forever discharge Landlord, and its successors and assigns, from any and all claims or demands for relocation assistance benefits which may arise by reason of Article 9 of Chapter 4 of Division 24 of the Health and Safety Code of the State of California, or by reason of Chapter 16 of Division 7 of Title I of the Government Code of the State of California, or by reason of the federal act entitled "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646), as amended, or by reason of any law or regulation of the United States of America, the State of California, or the City of Richmond.

Section 17. Waiver of Claims.

Tenant hereby waives any claims against the Landlord, its officers, agents and employees, for damage or loss caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement, or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same, or any part thereof, from being carried out.

Section 18. Sublease and Assignment.

18.1 Prohibition Against Voluntary Assignment, Subletting and Encumbering. Tenant shall not voluntarily assign or encumber its interest in this Agreement or in the Property, or sublease all or any part of the Property, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Property, without first obtaining Landlord's written consent of such assignment, encumbrance, sublease, occupancy, or use, at Landlord's sole discretion. Landlord's consent to assignment, encumbrance, sublease, occupancy, or use shall not be unreasonably withheld. Any assignment, encumbrance or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the

provisions of this paragraph.

Any dissolution, merger, consolidation, or other reorganization of Tenant shall be deemed a voluntary assignment.

Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Agreement, all rent from any subletting of all or a part of the Property as permitted by this Agreement, and Landlord, as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent, and apply it toward Tenant's obligations under this Agreement; except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

18.2 Involuntary Assignment. No interest of Tenant in this Agreement shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

18.2.1 If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a bankruptcy proceeding in which Tenant is the bankrupt party; or, if Tenant is a partnership or consists of more than one person or entity, if another partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors.

18.2.2 If a writ of attachment or execution is levied on this Agreement.

18.2.3 If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Property.

An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Agreement, in which case this Agreement shall not be treated as an asset of Tenant.

If a writ of attachment or execution is levied on this Agreement, Tenant shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Tenant, or if a receiver is appointed, Tenant shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

Section 19. No Liens or Encumbrances.

Tenant shall keep the Property and Tenant's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions. Tenant shall have the right to contest any lien in good faith provided Tenant shall pay any judgment rendered prior to execution thereon.

Section 20. Events of Default.

If Tenant defaults in the performance of any of the covenants, conditions or agreements contained in this Agreement, then Tenant shall be deemed to have breached the Agreement and Landlord may re-enter and regain possession of the Property in the manner prescribed by California law.

Section 21. Right of Entry As Agent.

In any case in which provision is made herein for the termination of this Agreement by the Landlord or in the case of abandonment or vacation of the Property by Tenant, Landlord in lieu of declaring a forfeiture, may enter upon the Property. To such end, Tenant hereby irrevocably appoints Landlord its agent to remove any and all persons or property on said Property and place any such property in storage for the account of and at expense of Tenant. Tenant further agrees to hold Landlord harmless from any loss or damage or claim arising out of the action of the Landlord pursuant to this Section.

Section 22. Interest on Past Due Invoices.

Sums required to be paid to Landlord hereunder not paid within fifteen (15) days after invoice is sent by Landlord to Tenant shall bear interest at the rate of ten (10) percent per annum from the date due until paid.

Section 23. Signs.

No signs or placards of an advertising or promotional nature shall be painted, inscribed or placed in or on the Property. Tenant agrees to obtain all required City permits before placing any signs on the property and to remove promptly and to the satisfaction of Landlord, at the cost and expense of Tenant, upon the expiration of the Term or any Extended Term or the earlier termination of this Agreement, any and all signs and placards placed by it upon the Property.

Section 24. Inspection of Property.

Landlord or its duly authorized representative, or agents or other persons for it, may enter upon the Property at any and all reasonable times during the Term or any Extended Term of this Agreement for the purpose of determining whether or not Tenant is complying with the terms and conditions hereof or for any other purpose incidental to rights of Landlord.

Section 25. Holding Over.

If Tenant holds over after expiration or termination of this Agreement without the written consent of Landlord, Tenant shall pay for each month of hold-over tenancy rent equal to one twelfth (1/12) annual fair market rental value of the Property as determined by the Landlord in its sole discretion, together with such other amounts as may become due hereunder. No holding over by Tenant after the Term or any Extended Term shall operate to extend the Term or any

Extended Term. Any holding over with the consent of Landlord in writing shall thereafter constitute a month-to-month lease, terminable upon thirty (30) days written notice from either party, at a monthly rental rate equal to that which Tenant was obligated to pay for the month immediately preceding the end of the Term or any Extended Term, together with such other amounts as may become due hereunder.

Section 26. Waiver.

No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default, right or remedy provided Landlord in this Agreement. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Section 27. Attorneys' Fees.

If either party commences a lawsuit against the other to enforce any provision of this Agreement, the prevailing party shall be entitled to such attorney's fees and costs including expert witness fees and costs, of suit as the court may deem reasonable.

Section 28. Nondiscrimination.

Tenant herein covenants by and for itself, its agents, employees and officers and all persons claiming under or through it that this Agreement is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, sex, sexual orientation, creed, national origin, or ancestry, in the leasing, subleasing, contracting, subcontracting, transferring, use, occupancy, tenure, or enjoyment of the Property herein leased and assigned; nor shall Tenant itself, nor any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Tenants, lessees, sublessees, subtenants, users or vendors in the Property herein leased and assigned.

Section 29. Disclosure.

Tenant understands and agrees that the California Public Records Act (Government Code Section 6250 et seq.) applies to this Agreement and any and all records, information, and materials submitted to the City of Richmond in connection with this Agreement. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the California Public Records Act. Tenant hereby authorizes the City of Richmond to disclose any records, information and materials submitted to the City of Richmond in connection with this Agreement.

Section 30. Terms Binding on Successors.

All the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment or subletting hereinabove set forth.

Section 31. Time of Essence.

Time is expressly declared to be of the essence of this Agreement.

Section 32. Termination of Prior Lease.

In the event there is any prior existing lease or rental agreement between the Tenant and Landlord covering the Property, it is agreed and understood that this Agreement shall terminate and expire any such existing lease or rental agreement as of the Effective Date of this Agreement.

Section 33. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed as follows:

Landlord: City of Richmond  
450 Civic Center Plaza  
Richmond, CA 94804  
Attn: City Manager  
Attn: City Attorney's Office

To Tenant: Richmond Police Activities League  
2200 Macdonald Avenue  
Richmond, CA 94801  
Attn: Executive Director

Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within three (3) days from the time of mailing if mailed as provided in this paragraph.

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Section 34. Entire Agreement.

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Property, shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

\_\_\_\_\_  
City Clerk

THE CITY OF RICHMOND, a municipal corporation and charter city

BY: \_\_\_\_\_  
City Manager

Approved as to Form

\_\_\_\_\_  
City Attorney

RICHMOND POLICE ACTIVITIES LEAGUE, a California corporation

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.)





X - Fence  
[Red outline] - Lease Area



1 Inch = 70 Feet  
0 0.007 0.014 Miles

### RPAL Lease 23rd Street Underpass

# EXHIBIT B

## Insurance Requirements

<p>General Liability <i>(primary and excess limits combined)</i></p>	<p><b>\$2,000,000</b> per occurrence for bodily injury, personal injury, and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit.</p> <p>Policy shall also include coverage for liability arising out of the use- and operation of any City-owned or City-furnished equipment used or operated by the NON-PROFIT, its personnel, agents, or subcontractors.</p> <p><b>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below</b></p>
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Required Policy Conditions	
<p>Additional Insured Endorsement</p>	<p>The City of Richmond, its officers, officials, employees, agents, and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly from Tenant’s use of the Property.</p> <p><b><i>ISO form CG 1020 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does then CG 20 37 (10/01) is also required. SAMPLE Endorsements Attached.</i></b></p>
<p>Primary and Noncontributory Endorsement</p>	<p>The NON-PROFIT’s insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City is wholly separate from the insurance of the NON-PROFIT and in no way relieves the NON-PROFIT from its responsibility to provide insurance.</p>
<p>Waiver of Subrogation Endorsement</p>	<p>NON-PROFIT's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this Agreement.</p>

# EXHIBIT C

## **Farm and Garden Description:**

The Culinary Club includes a Farm and Garden, located near The Kitchen and Classroom. Designed with raised planter boxes for an enormous variety of organic plants and edibles, a greenhouse and potting shed. Students can have their lessons in the garden at the outdoor classroom tables, WIFI enabled, guests ranging from USDA plant biologist to cookbook authors and master gardeners, participate with kids and their garden and farm learning of soil, seeds, plants. The Program anticipates a collaboration with local farmers and gardeners, teaching students gardening, farming and soil. Opportunities of a Farmers Market, harvested from the Garden, along community offerings for use of the harvests. Potential for product and food development, from the Garden to the Kitchen, with expertise from professional chefs; enabling the kids to create finished ready to eat products as their education and culinary skills grow.

Youth will gain hands-on experiences have discussions with plant biologists, farmers, learn about sustainable agricultural, visit local food markets, and how local food growing, sourcing, can work together towards the sustainability of agricultural systems, ecology, and economics.

Community events in the garden may include music from RPAL Band, art installations, food programs and other engaging community activities for Families, Seniors and Youth.

Creating Environments of High Quality, Valuable, Educational, and Impactful

Programs Building Foundations for Youths to Launch Themselves in Life

Destination Campus and Integrated Programs

Experience, Educate, Explore, Evolve, Inspire, Empower, Immersive Life Skills, Inclusion, Career Pathway Opportunities, Collaboration with Accomplishments

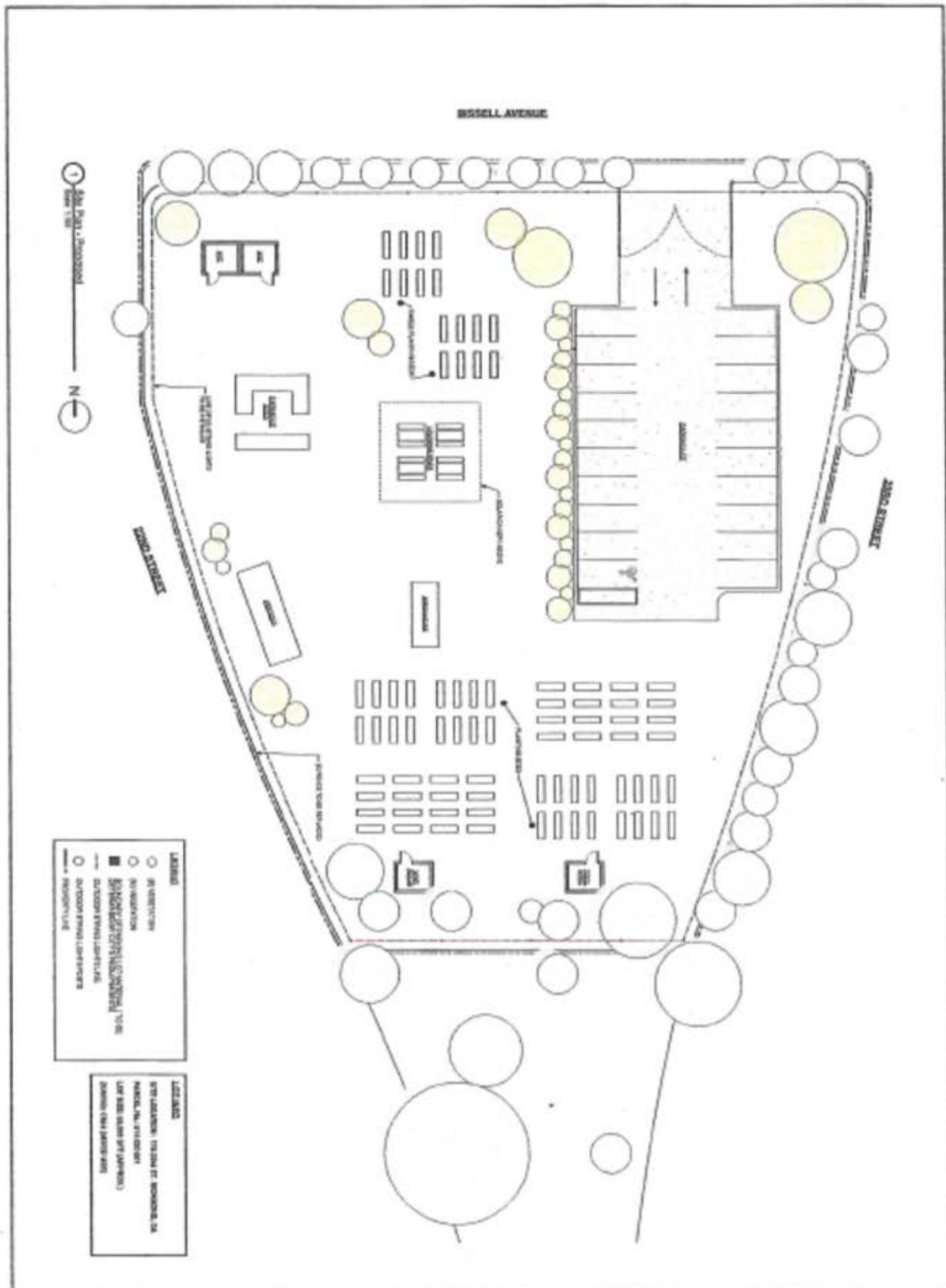
Encouraging Youth to Immerse Themselves in New Experiences

Diverse, Interesting, Fun Curriculum, Participation and Engagement in this

Exposure Based Program

### **The Culinary Club, Educational Equity Equalizer:**

Education is the great equalizer; the more knowledge, the more opportunities will open up to allow the youth to achieve better possibilities in their path, career and personal growth.



NO.	DATE	DESCRIPTION
1	01/10/2017	ISSUED FOR PERMITTING
2	02/15/2017	REVISIONS TO PERMITTING
3	03/20/2017	FINAL PERMITTING

Site Plan - Proposed

**The Culinary Club Garden @RPAL**  
 Existing Site Re-purposing  
 Richmond, CA

01/10/2017  
 01/10/2017  
 01/10/2017

**NSA**  
 AND ASSOCIATES  
 10100  
 10100  
 10100