

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: June 22, 2010

SUBJECT: LEASE AGREEMENT WITH THE MT. DIABLO UNIFIED SCHOOL DISTRICT FOR THE USE OF A PORTABLE CLASSROOM AT MEADOW HOMES PARK**Report in Brief**

The City is a collaborative partner with Mt. Diablo Unified School District (MDUSD), Ambrose Recreation & Park District, and Bay Area Community Resources (BACR) in the CARES After School Program. The program currently serves twelve sites in Concord, one in Pleasant Hill, four in Bay Point and one in Pittsburg at elementary schools, middle schools and two high schools. A lease agreement with MDUSD has been established for use of a portable City-owned building at Meadow Homes Park for the Mt. Diablo CARES After School Program at Meadow Homes School. (Attachment 1)

Staff recommends that the City Council approve the lease agreement with the Mt. Diablo Unified School District for the use of a portable classroom at Meadow Home Parks by the Mt. Diablo CARES After School Program and authorize the City Manager to execute the agreement.

Background

The portable building is adjacent to Meadow Homes School where the City and MDUSD operate a free after school program funded by various grants. In order to accommodate more students from a lengthy waiting list, in Fiscal Year 2008-09 funding was granted from Child Care Developer Fees to expand the program at this site by using the vacated portable building. Grant funding has been approved to continue leasing the portable for Fiscal Year 2010-11.

Discussion

The After School Program offers a safe, educational and recreational environment to keep kids occupied between the hours of 3 and 6 pm when statistics show that unsupervised youth are most vulnerable to participate in crime and inappropriate activities. Use of the portable classroom allows the continuation of expanded enrollment, provides a kitchen for cooking classes and an area for a vegetable garden.

Fiscal Impact

The After School Program is funded primarily through State, Federal and private grants including After School Education and Safety Program, 21st Century Community Learning Centers, California Nutrition

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Network Grant, Title I and numerous Foundation and local grants. Funding for FY2010-11 also includes Child Care Developer Fees that are targeted at serving students in the Monument corridor. An ongoing effort is made to seek funding for the future.

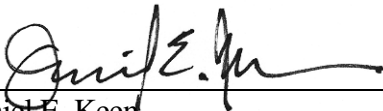
MDUSD will pay rent that will cover operational costs. Grant funding from Child Care Developer Fees will cover these costs through June 2011. Building replacement costs are included in the City's 10-year budget.

Public Contact

Posting of the City Council Agenda. Copies of the agenda and report have been provided to the Mt. Diablo Unified School District.

Recommendation for Action

Staff recommends that the City Council approve the lease agreement with the Mt. Diablo Unified School District for the use of the portable classroom at Meadow Homes Park and authorize the City Manager to execute the agreement.



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**LEASE AGREEMENT BETWEEN CITY OF CONCORD AND
MT. DIABLO UNIFIED SCHOOL DISTRICT FOR
THE MEADOW HOMES PORTABLE CLASSROOM**

This Lease Agreement (“Agreement”) is by and between the CITY OF CONCORD, a municipal corporation, (“CITY”) and MT. DIABLO UNIFIED SCHOOL DISTRICT (MDUSD). This Agreement shall be effective on the date it is fully executed by all of the parties hereto.

WHEREAS, the CITY and MDUSD entered into an agreement dated July 1, 2010 for the collaboration of the CARES After School Program

WHEREAS, CITY is the owner of Meadow Homes Park within the City of Concord; and

WHEREAS, CITY owns a portable classroom with an adjacent fenced area located at 1371 Detroit Avenue in Meadow Homes Park (hereinafter “Portable Classroom”); and

WHEREAS, MDUSD wishes to use the Portable Classroom for the CARES After School Program; and

WHEREAS, CITY is willing to lease said Portable Classroom to MDUSD, and MDUSD wishes to lease Portable Classroom.

NOW, THEREFORE, the parties agree as follows:

1. Lease of Premises: During the term of this Agreement, CITY will lease to MDUSD the Portable Classroom and surrounding fenced area for the purpose of operating the CARES After School Program;

2. Other Use of Premises: MDUSD may allow use of the Portable Classroom during normal school day hours for the Intervention Program, and other school day activities at its discretion, so long as such use does not interfere with the operation of the CARES After School Program.

3. Rent: Effective July 1, 2010, the rent for the use of the Portable Classroom described in this agreement shall be \$707 per month, payable in advance on the first calendar day of each month to: City of Concord, 1950 Parkside Drive MS/06, Concord, CA 94519-2578. A late charge of five percent (5%) of the amount due shall be added to any amount which is not received by the CITY within five (5) days of each due date.

4. Utilities: MDUSD shall be responsible for the following services utilized in connection with the Portable Classroom: Gas and electric, garbage collection, and telephone.

5. Taxes and Assessments: MDUSD shall be responsible for paying any taxes or assessments which may be assessed against its possessory interest in the Portable Classroom.

6. Furnishings and appliances: MDUSD shall be responsible, at its own expense, for providing any furnishings and/or appliances that it wishes to utilize in connection with the Portable Classroom. MDUSD shall be responsible, at its own expense, for obtaining casualty insurance for MDUSD-owned furnishings and possessions located in the Portable Classroom. CITY's insurance shall cover the building only and shall not cover damage to the contents.

7. Maintenance, Repair, Security System, Water, Sewer and Janitorial Services: In consideration for the monthly rent payable by MDUSD, CITY shall provide the following services: exterior preventive and ongoing maintenance of the building, janitorial service, alarm system monitoring, pest control, water and sewer. Included in the CITY'S 10-year Replacement Plan are HVAC services, roof repair and replacement, exterior walls and trim, windows, interior/exterior lighting, electrical service and wiring,

plumbing, toilet accessories, building security system, fire extinguisher, doors and door hardware, gutters and downspouts. CITY makes no representations as to when any of the forgoing Replacement Plan items will be completed.

8. Term: This Agreement shall terminate on June 30, 2011 unless renewed on or before that date.

9. Early Termination: This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

10. Right to Enter Premises: The CITY shall have the right to enter the Portable Classroom at any time for the purpose of inspection, maintenance, and repair of the structure.

11. Improvements to Property: MDUSD shall not undertake any improvements on the Portable Classroom without prior written consent of CITY. All fixtures shall become the property of CITY at the termination of this lease.

12. Subleases: MDUSD shall not sublease any portion of the Portable Classroom covered herein without written approval of CITY.

13. Successors: This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors.

14. Notices: Any and all notices required to be given under this Agreement shall be delivered or mailed to the parties at the following addresses:

DISTRICT:
Alexandra Medina,
After School Administrator
Mt. Diablo Unified School District
1266 San Carlos Avenue, A-6
Concord, CA 94518-1199

CITY:
Joan Carrico,
Director of Community & Recreation
Services
1950 Parkside Drive, MS/10
Concord, CA 94519-2578

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

MT. DIABLO UNIFIED SCHOOL DISTRICT,
a district organized under the laws of the State
of California

Date

BY: _____
Associate Superintendent

CITY OF CONCORD, a municipal corporation

Date

BY: _____
Daniel E. Keen, City Manager

ATTEST:

Date

BY: _____
Mary Rae Lehman, City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

BY: _____
Counsel for Mt. Diablo Unified School District