



**14**

**REPORT TO HOUSING AUTHORITY**  
**City of Sacramento**  
915 I Street, Sacramento, CA 95814-2671  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

Consent  
**December 9, 2014**

**Chair and Members of the Housing Authority Board**

**Title: Authorization of Leases and a Non-Exclusive License Agreement at Housing Authority Owned Properties for the provision of Resident Service Programs**

**Location/Council District:** 263 Seavey Circle/District 4, 2640 A and B Muir Way/District 4, 816 Revere Street/District 4, and 1725 K Street/District 4

**Recommendation:** Adopt a **Housing Authority Resolution** that authorizes the Executive Director, or her designee, to: 1) execute a Lease Agreement with Sacramento Employment and Training Agency (SETA) for a Head Start Child Development Program for a term not to exceed one year with the option to extend for four renewable terms of one year each for a possible total of five years at the 263 Seavey Circle, 2640 A and B Muir Way, and 816 Revere Street, Sacramento, CA properties; 2) execute a Non Exclusive License Agreement with Meals on Wheels by Asian Community Center (ACC) for a term not to exceed one year with the option to extend for four renewable terms of one year each for a possible total of five years at the 1725 K Street, Sacramento, CA property; 3) amend the Housing Authority budget to receive and allocate the annual revenue from the lease and non exclusive license agreement to an approved or amended property-level budget, and 4) make related findings.

**Contact:** MaryLiz Paulson, Assistant Director of Housing, 916-440-1334; Cecette Hawkins, Management Analyst, 916-449-6218

**Presenters:** N/A

**Department:** Sacramento Housing and Redevelopment Agency

**Description/Analysis**

**Issue:** The Housing Authority (HA) is committed to providing services to HA residents as well as to neighboring residents. To ensure that the services provided are effective and well-utilized, the HA has communicated with service providers, public housing residents, and nearby neighborhood residents about priority needs in the area. As expected, affordable childcare and nutrition services emerged as the top priority need for public housing residents, neighborhood residents, and service providers.

Approval of Lease and License Agreement

**SETA – Head Start**

To enhance the employment prospects of residents, the Housing Authority has had a long relationship with the Sacramento Employment and Training Agency (SETA) to operate day-long Head Start programs at Housing Authority facilities. These facilities were constructed many years ago from former dwelling units that have been customized and converted to day care standards.

The last formal lease agreement with SETA expired in 2008 and they have been operating on a month to month agreement since that time. Staff is now recommending a one-year lease agreement with SETA with the option to extend for four renewable terms of one year each which will allow them to continue to offer a needed service to the residents and the community. Under the proposed lease, SETA will be responsible for monthly rent, metered utilities and janitorial services.

**Meals on Wheels by ACC**

Meals on Wheels provide frozen, home-delivered meals for older persons who are unable to leave their home to shop or prepare nutritious meals. The meals are prepared with the special dietary needs of seniors in mind and are adaptable to a variety of special diets. Meals are prepared offsite and frozen for delivery and storage at the sites. Meals are then reheated on site for serving.

**Policy Considerations:** Public Housing Authorities are required to comply with applicable federal laws and regulations, including the Quality Housing and Work Responsibility Act of 1998 (QHWRA). No new policies are recommended in this report. However, the Housing Authority is committed to facilitating on-site provision of services that enhance residents' quality of life and contribute to their ability to obtain and maintain employment.

**Economic Impacts:** not applicable

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The proposed action has been analyzed in accordance with CEQA and is Exempt per CEQA Guidelines Section 15061(b)(3).

**Sustainability Considerations:** N/A

**Other: National Environmental Policy Act (NEPA):** The proposed action has been analyzed in accordance with NEPA and is Exempt under NEPA per 24 CFR 58.34(a)(3).

Approval of Lease and License Agreement

**Commission Action:** At its meeting of November 19, 2014, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYES: Alcalay, Chan, Griffin, Macedo, Morgan, Morton, Raab, Stivers

NOES: none

ABSENT: Creswell, Johnson

**Rationale for Recommendation:** The attached resolution will enable the Housing Authority to continue to lease with SETA and issue a non-exclusive license agreement with Meals on Wheels for one-year with the option to extend for four renewable terms of one year each. Execution of these lease and non-exclusive license agreement will allow them to continue to provide a much needed service to public housing residents and to the community.

**Financial Considerations:** The annual revenue from the SETA leases at the various sites is outlined below. Should SETA decide to exercise the renewal option, the lease amount is proposed above. The proposed fee for the license agreement with Meals on Wheels by ACC is one dollar annually.

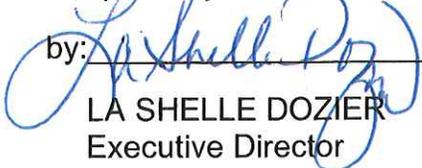
- 263 Seavey Circle - \$18,300 in year one, \$25,620 in years two, three, four, and five
- 2640 A and B Muir Way - \$4,200 in year one, \$6,000 in year two, three, four, and five
- 816 Revere Street - \$3,720 in year one, \$5,280 in year two, three, four, and five

**M/WBE/Section 3 Considerations/First Source Program:** The activities recommended in this staff report do not involve federal funding, therefore, there are no M/WBE or Section 3 requirements. The First Source Program is not applicable to this report.

Approved as to form:

  
\_\_\_\_\_  
Agency Counsel

Respectfully Submitted

by:   
\_\_\_\_\_  
LA SHELLE DOZIER  
Executive Director

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## **RESOLUTION NO. 2014 -**

**Adopted by the Housing Authority of the City of Sacramento**

on date of

### **AUTHORIZATION OF LEASES AND NONEXCLUSIVE LICENSE AGREEMENT AT CERTAIN HOUSING AUTHORITY OWNED PROPERTIES; ENVIRONMENTAL FINDINGS**

#### **BACKGROUND**

- A. The Sacramento Employment and Training Agency, a joint powers agency of the City and County of Sacramento, was formed in 1978. From its inception SETA has been an effective force in connecting people to jobs, business owners to quality employees, education and nutrition to children, assistance to refugees, and hope to many Sacramento area residents.
- B. The mission of SETA's Head Start childcare program (Head Start) is to improve the lives of low-income children by providing comprehensive child development services that are family focused, including education, health, nutrition, and mental health.
- C. Head Start serves over 6,200 children daily. The program provides educational and special educational services, health, dental, mental health, social and nutritional services. Parent involvement in program planning, parent education and site operation, is an essential part of the program. Teamed with the One Stop Career Centers, Head Start promotes employment and training programs to help parents become self-sufficient.
- D. Meals on Wheels by ACC offers frozen home-delivered meals for older persons who are unable to leave their home to shop or prepare nutritious meals. The meals are prepared to meet the special dietary needs of the senior clients. Meals are prepared offsite and frozen for delivery and storage at the sites. Meals are then reheated on site for serving.
- E. The proposed license agreement with Meals on Wheels by ACC is in the best interest of the 1725 K Street, Sacramento, California senior residents. The proposal to issue a license agreement for the space will improve economic vitality as well as promote self-sufficiency for the seniors which are consistent with the PHA Annual Plan goals
- F. The proposed leases with SETA are in the best interest of public housing residents and the community at large. The proposal to lease housing authority properties and spaces for Head Start will improve the economic vitality as well as

promote self-sufficiency and asset development for residents which is consistent with the PHA Annual Plan goals.

- G. The Housing Authority offer leases, use agreements, and licenses for residential units, non-dwelling spaces, and common areas to service providers whose services will benefit residents and the community.
- H. The low-income housing unit(s) proposed to be leased enhances resident experience while living at housing authority properties. The loss of the space will not materially affect the financial viability of the property.
- I. The execution of a lease for an existing facility is exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15061(b) (3). In addition, the proposed action has been analyzed in accordance with the National Environmental Policy Act (NEPA) and is exempt under NEPA per 24 CFR 58.34(a) (3).
- J. A duly noticed public hearing was held on November 19, 2014 regarding the approval of the lease with SETA.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The declarations set forth in the recitals above, including the environmental findings, are found to be true and correct.
- Section 2. The Executive Director, or her designee, is authorized to execute Lease Agreements with the Sacramento Employment and Training Agency for Head Start Child Development Programs for a term not to exceed one (1) year with the option to extend for four (4) renewable terms of one (1) year each for a possible total of five (5) years at the following locations
  - 263 Seavey Circle, Sacramento, CA
  - 2640 A and B Muir Way, Sacramento, CA
  - 816 Revere Street, Sacramento, CA.
- Section 3. The Executive Director, or her designee, is authorized to execute a Non-Exclusive License Agreement with Meals on Wheels by ACC for a Senior Nutrition Program for a term not to exceed one (1) year with the option to extend for four (4) renewable terms of one (1) year each for a possible total of five (5) years at 1725 K Street, Sacramento, California.
- Section 4. In consideration of the revenue received from SETA under these leases, the Executive Director is authorized to amend the Housing Authority budget to receive and allocate the annual revenue as outlined below. The funds shall be expended from an approved or amended property-level budget, approved by the Executive Director or her designee.

- for 263 Seavey Circle, Sacramento, California - \$18,306 in year (1) one, \$25,628.40 in year two, \$32,950.80 for years 3 (three), 4 (four), and 5 (five).
- for 2640 A and B Muir Way, Sacramento, CA - \$4,266 in year (1) one, \$5,972.40 in year two, \$7,678.80 for year 3 (three), 4 (four), and 5 (five).
- for 816 Revere Street, Sacramento, California - \$3,756 in year (1) one, \$5,258.40 in year two, \$6,760.80 in year 3 (three), 4 (four) , and 5 (five).

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Exhibit A: Lease Agreements with SETA

Exhibit B: License Agreement with Meals on Wheels

**LEASE AGREEMENT**  
**[Alder Grove EHS – 2640 A and 2640 B Muir Way, Sacramento]**

THIS LEASE (the "Lease"), dated \_\_\_\_\_ is between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO**, a public body, corporate and politic ("LESSOR"), and the **SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**, a joint powers agency ("LESSEE").

IT IS AGREED:

**1. LEASE TERM:**

A. LESSOR grants to LESSEE a tenancy for One (1) Year, commencing on \_\_\_\_\_ in the following property: approximately one thousand four hundred twenty-two (1,422) square feet located at 2640 A and 2640 B Muir Way, Sacramento California, ("Premises"). A diagram of the Premises is attached as "Exhibit A", and incorporated herein by reference.

B. LESSEE shall have four (4) one-year options to extend the term of this Lease. LESSEE shall exercise each option by giving written notice to LESSOR not later than one hundred twenty (120) days prior to the expiration of the then current lease term. Should the Lease expire without extension, LESSEE shall be entitled to hold over for up to ninety (90) days upon the same terms and conditions as in this Lease, except the option to renew. This Lease shall not exceed a total of five (5) years.

C. In the event funding to LESSEE for the operation of the Head Start program is reduced, suspended or terminated, so that LESSEE terminates, in whole or in part, the operation of the Head Child Development Program, LESSEE may terminate this Lease on reasonable notice to LESSOR.

**2. RENTAL RATE:**

A. The monthly rental rate for the first year of the lease term is Three Hundred Fifty Dollars (\$350), payable at the beginning of each calendar month. Monthly rent for the second, third, fourth, and fifth year of the lease term shall be Five Hundred Dollars (\$500) payable at the beginning of each calendar month. Rent does not include utilities.

**3. USE AND REPORTS:**

A. The Premises shall be used by LESSEE only for purposes related to operation of a Head Start Child Development Program and for no other uses without LESSOR'S written consent.

B. LESSEE shall have the right to share use of the Common Area of the building containing the Premises and the adult restrooms of the building which contains the Premises.

C. LESSEE shall assist LESSOR with the preparation of periodic utilization reports that LESSOR is required to submit to the United States Department of Housing and Urban Development regarding use of the Premises.

4. **ALTERATIONS BY LESSEE:**

A. LESSEE shall be responsible for the construction and installation of all tenant improvements required to conform the Premises to LESSEE's needs, including all associated costs. Provided, however, LESSEE must obtain LESSOR's approval of the proposed tenant improvements before commencement of any of the work, which approval shall not be unreasonably withheld or delayed. LESSEE shall immediately pay all costs of labor, services and materials supplied in prosecution of any work to be done on the Premises, if such work is approved. LESSEE shall keep the Premises free and clear of all mechanics liens and any other liens. All work must be approved by LESSOR, in addition to any required City approvals, before LESSEE commences its operations on the Premises.

5. **UTILITIES AND JANITORIAL SERVICES:**

A. LESSEE shall pay, when due, all gas and electricity charges incurred for heating, lighting, and cooling the Premises during the term of this Lease. If the Premises are not separately metered, then LESSEE shall pay a pro-rata share of all gas and electricity charges based upon the ratio that the square footage leased to LESSEE bears to the entire square footage of the building being served by the same gas and electric meters. In such event, LESSOR shall provide LESSEE with a copy of the monthly invoices for gas and electricity charges and calculate LESSEE's pro rata share each month. LESSEE shall provide, at its own cost, all necessary janitorial service and shall pay all charges for telephone and internet services furnished to LESSEE.

B. LESSEE shall furnish and replace all electric light bulbs and/or tubes as required during the term of this Lease in the Premises.

C. LESSOR, at its own cost and expense, shall pay all sewer and water charges.

D. LESSOR, at its own cost and expense, shall pay for installation, repair, replacement and monitoring costs for life safety systems.

E. LESSOR shall at its own cost and expense, furnish garbage and waste removal services for the premises. LESSEE shall not overburden these services.

F. LESSOR, at its own cost and expense, shall pay for grass mowing and all landscape maintenance and repairs at the property where the Premises are located.

6. **SIGNAGE:**

All signage shall comply with the local jurisdiction's rules, regulations, and codes. All signage on the exterior and any interior signage, graphics, and displays visible through the exterior windows or doors must be professional in appearance and approved by LESSOR in writing; LESSOR'S approval does not constitute the approval that LESSEE needs to seek from the local jurisdiction.

7. **INDEMNIFICATION:**

A. **By LESSEE.** LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in or about Premises during the term of this Lease arising from the occupancy, use or control of the Premises by LESSEE and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

B. **By LESSOR.** LESSOR shall indemnify, defend and hold harmless LESSEE and its officers, employees, agents and volunteers from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) arising out of or in connection with the ownership, occupancy, use, maintenance or control of the Premises by LESSOR and its officers, employees, agents, volunteers, guests and invitees.

C. **Survival of Obligations.** The provisions of this Section 8 shall survive the expiration or sooner termination of this Lease.

8. **INSURANCE:**

A. **LESSEE's Property Insurance.** LESSEE shall procure and maintain at all times property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," which insurance covers LESSEE's personal property including furniture, fixtures and inventory. Such insurance shall include a waiver of subrogation in favor of LESSOR.

B. **LESSOR's Property Insurance.** LESSOR shall procure and maintain at all times, at its cost, a policy or policies of property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," as well as insurance covering boiler and machinery and compliance with ordinances or laws if appropriate, for the 100% insurable replacement cost of the building and improvements which contain the Premises. Such insurance shall include a waiver of subrogation in

favor of LESSEE, its employees, agents and business invitees. LESSOR may not insure with a deductible or self-insured retention exceeding \$10,000 without the prior written consent of LESSEE.

**C. LESSEE's Liability Insurance.** LESSEE shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. LESSEE's general liability policies shall be endorsed to name LESSOR and any lender of LESSOR as additional insured. LESSEE's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

**D. LESSOR's Liability Insurance.** LESSOR shall procure and maintain at all times, at its cost, a policy or policies of commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate per location. LESSOR may not insure with deductibles or self-insurance retention exceeding \$10,000 without the prior written consent of LESSEE. LESSEE, and in their capacity as such, LESSEE's offices, directors, agents and employees shall be named additional insureds by way of endorsement in the policy or policies of insurance by which LESSOR complies with the above insurance requirements, and LESSOR shall obligate its insurer to notify LESSEE in writing at least thirty (30) days in advance of any cancellation or failure to renew the above insurance during the term of this Lease. LESSOR further agrees to furnish LESSEE with certificates of insurance or copies of the policies evidencing the above coverage upon LESSEE's request.

## **9. MAINTENANCE OF FACILITY:**

LESSEE at its cost shall maintain in good repair and tenantable condition, the interior of the Premises, including but not limited to: interior walls, ceilings, glazing, floor covering, exposed plumbing fixtures, plumbing clogs caused by LESSEE, hot water heater, interior lighting fixtures (tubes, ballasts, bulbs) and any furnishings, partitions or systems specifically installed or required for the LESSEE's use. LESSOR at its cost shall maintain the exterior walls, doors, roof, grounds, parking lot, exterior lighting and light fixtures, HVAC equipment, electrical wiring and systems (excluding interior light fixtures), fire alarm systems, fire sprinkler/extinguisher systems, and landscaping.

**10. FACILITY PARKING:**

LESSEE and its clients, guests and invitees, shall not have any rights to use the parking area at the property which contains the Premises.

**11. REPAIR CONTACTS:**

LESSOR shall designate sources to be called when repairs to the electrical, HVAC and plumbing systems are required. Said sources shall be called in the event LESSEE is unable to contact LESSOR within a reasonable time after an event occurs that gives rise to the need for a repair at the Premises.

**12. RISK OF HAZARDS:**

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

**13. LESSEE OWNED ITEMS:**

A. All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased Premises resulting from removal of any fixture, partition or other improvement installed by LESSEE.

B. Playground equipment, if any, shall be maintained by LESSEE. At the expiration or termination of this LEASE, LESSEE shall retain ownership of said playground equipment and LESSEE shall remove said playground equipment from the Premises at no expense to LESSOR.

**14. NON-DISCRIMINATION:**

The LESSEE herein covenants by and for itself, and LESSEE's assigns, and all persons claiming under or through LESSEE that this Lease is made and accepted on the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as further defined in Sections 12926, 12926.1, subdivision (m) and paragraph (l) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the use, occupancy, tenure, or enjoyment of the Premises herein leased, nor shall the LESSEE or any person claiming under or through the LESSEE establish or permit any such practice or practices of discrimination or segregation with reference to the use or occupancy of the Premises herein leased.

**15. SUCCESSORS-IN-INTEREST:**

LESSEE may not transfer or assign this Lease without the prior written consent of LESSOR. Notwithstanding the foregoing, in the event the Joint Powers Agreement establishing LESSEE is terminated, the successor agency of LESSEE may, at its sole option, become the successor-in-interest to LESSEE under this Lease without the LESSOR's prior approval.

**16. WRITTEN COMMUNICATIONS:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail with return receipt requested. Such matters shall be addressed to the other party at the following address:

**To LESSOR at:**

Housing Authority of the City of  
Sacramento  
801 12th Street, Fifth Floor  
Sacramento, CA 95814  
Attention: Assistant Director

Phone No. (916) 449-6302  
Fax No. (916) 442-3718

**To LESSEE at:**

Sacramento Employment and Training  
Agency  
925 Del Paso Boulevard  
Sacramento, California 95815  
Attention: Executive Director

Phone No. (916) 263-3810  
Fax No. (916) 263-3825

B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

**17. RIGHTS AND REMEDIES:**

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

**18. RULES AND REGULATIONS:**

LESSEE's occupancy and use of the Premises shall at all times be conducted in a manner that is in compliance with LESSOR's Rules and Regulations for the property as promulgated from time to time at the sole discretion of LESSOR. An uncured violation of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

**19. SPECIAL CONDITIONS.**

As an annual in-kind contribution to LESSEE's Head Start Program, LESSOR agrees to provide the following facilities at no additional charge to LESSEE at the identified fair market value:

Playground space ( \_\_\_\_\_ sq.ft x \_\_\_\_\_ cents per sq.ft. x 12 months      \$ \_\_\_\_\_ )

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease as set forth below.

**LESSOR:**

**LESSEE:**

HOUSING AUTHORITY OF  
THE CITY OF SACRAMENTO, a public  
body, corporate and politic

SACRAMENTO EMPLOYMENT AND  
TRAINING AGENCY, a Joint Powers Agency

By: \_\_\_\_\_  
LaShelle Dozier  
Executive Director

By: \_\_\_\_\_  
Kathy Kossick  
Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
AGENCY COUNSEL

\_\_\_\_\_  
LEGAL COUNSEL to SETA



**LEASE AGREEMENT**  
**[Marina Vista Head Start – 263 Seavey Circle, Sacramento]**

THIS LEASE (the "Lease"), dated \_\_\_\_\_ is between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO**, a public body, corporate and politic ("LESSOR"), and the **SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**, a joint powers agency ("LESSEE").

IT IS AGREED:

**1. LEASE TERM:**

A. LESSOR grants to LESSEE a tenancy for One (1) Year, commencing on \_\_\_\_\_ in the following property: approximately six thousand one hundred two (6,102) square feet located at 263 Seavey Circle, Sacramento California, ("Premises"). A diagram of the Premises is attached as "Exhibit A", and incorporated herein by reference.

B. LESSEE shall have four (4) one-year options to extend the term of this Lease. LESSEE shall exercise each option by giving written notice to LESSOR not later than one hundred twenty (120) days prior to the expiration of the then current lease term. Should the Lease expire without extension, LESSEE shall be entitled to hold over for up to ninety (90) days upon the same terms and conditions as in this Lease, except the option to renew. This Lease shall not exceed a total of five (5) years.

C. In the event funding to LESSEE for the operation of the Head Start program is reduced, suspended or terminated, so that LESSEE terminates, in whole or in part, the operation of the Head Child Development Program, LESSEE may terminate this Lease on reasonable notice to LESSOR.

**2. RENTAL RATE:**

A. The monthly rental rate for the first year of the lease term is One Thousand Five Hundred Twenty-five Dollars (\$1,525), payable at the beginning of each calendar month. Monthly rent for the second, third, fourth, and fifth year of the lease term shall be Two Thousand One Hundred Thirty-five Dollars (\$2,135) payable at the beginning of each calendar month. Rent does not include utilities.

**3. USE AND REPORTS:**

A. The Premises shall be used by LESSEE only for purposes related to operation of a Head Start Child Development Program and for no other uses without LESSOR'S written consent.

**B.** LESSEE shall have the right to share use of the Common Area of the building containing the Premises and the adult restrooms of the building which contains the Premises.

**C.** LESSEE shall assist LESSOR with the preparation of periodic utilization reports that LESSOR is required to submit to the United States Department of Housing and Urban Development regarding use of the Premises.

**4. ALTERATIONS BY LESSEE:**

**A.** LESSEE shall be responsible for the construction and installation of all tenant improvements required to conform the Premises to LESSEE's needs, including all associated costs. Provided, however, LESSEE must obtain LESSOR's approval of the proposed tenant improvements before commencement of any of the work, which approval shall not be unreasonably withheld or delayed. LESSEE shall immediately pay all costs of labor, services and materials supplied in prosecution of any work to be done on the Premises, if such work is approved. LESSEE shall keep the Premises free and clear of all mechanics liens and any other liens. All work must be approved by LESSOR, in addition to any required City approvals, before LESSEE commences its operations on the Premises.

**5. UTILITIES AND JANITORIAL SERVICES:**

**A.** LESSEE shall pay, when due, all gas and electricity charges incurred for heating, lighting, and cooling the Premises during the term of this Lease. If the Premises are not separately metered, then LESSEE shall pay a pro-rata share of all gas and electricity charges based upon the ratio that the square footage leased to LESSEE bears to the entire square footage of the building being served by the same gas and electric meters. In such event, LESSOR shall provide LESSEE with a copy of the monthly invoices for gas and electricity charges and calculate LESSEE's pro rata share each month. LESSEE shall provide, at its own cost, all necessary janitorial service and shall pay all charges for telephone and internet services furnished to LESSEE.

**B.** LESSEE shall furnish and replace all electric light bulbs and/or tubes as required during the term of this Lease in the Premises.

**C.** LESSOR, at its own cost and expense, shall pay all sewer and water charges.

**D.** LESSOR, at its own cost and expense, shall pay for installation, repair, replacement and monitoring costs for life safety systems.

**E.** LESSOR shall at its own cost and expense, furnish garbage and waste removal services for the premises. LESSEE shall not overburden these services.

F. LESSOR, at its own cost and expense, shall pay for grass mowing and all landscape maintenance and repairs at the property where the Premises are located.

6. **SIGNAGE:**

All signage shall comply with the local jurisdiction's rules, regulations, and codes. All signage on the exterior and any interior signage, graphics, and displays visible through the exterior windows or doors must be professional in appearance and approved by LESSOR in writing; LESSOR'S approval does not constitute the approval that LESSEE needs to seek from the local jurisdiction.

7. **INDEMNIFICATION:**

A. **By LESSEE.** LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in or about Premises during the term of this Lease arising from the occupancy, use or control of the Premises by LESSEE and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

B. **By LESSOR.** LESSOR shall indemnify, defend and hold harmless LESSEE and its officers, employees, agents and volunteers from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) arising out of or in connection with the ownership, occupancy, use, maintenance or control of the Premises by LESSOR and its officers, employees, agents, volunteers, guests and invitees.

C. **Survival of Obligations.** The provisions of this Section 8 shall survive the expiration or sooner termination of this Lease.

8. **INSURANCE:**

A. **LESSEE's Property Insurance.** LESSEE shall procure and maintain at all times property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," which insurance covers LESSEE's personal property including furniture, fixtures and inventory. Such insurance shall include a waiver of subrogation in favor of LESSOR.

B. **LESSOR's Property Insurance.** LESSOR shall procure and maintain at all times, at its cost, a policy or policies of property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," as well as insurance covering boiler and machinery and compliance with ordinances or laws if appropriate, for the 100% insurable replacement cost of the building and improvements which contain the Premises. Such insurance shall include a waiver of subrogation in

favor of LESSEE, its employees, agents and business invitees. LESSOR may not insure with a deductible or self-insured retention exceeding \$10,000 without the prior written consent of LESSEE.

**C. LESSEE's Liability Insurance.** LESSEE shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. LESSEE's general liability policies shall be endorsed to name LESSOR and any lender of LESSOR as additional insured. LESSEE's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

**D. LESSOR's Liability Insurance.** LESSOR shall procure and maintain at all times, at its cost, a policy or policies of commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate per location. LESSOR may not insure with deductibles or self-insurance retention exceeding \$10,000 without the prior written consent of LESSEE. LESSEE, and in their capacity as such, LESSEE's offices, directors, agents and employees shall be named additional insureds by way of endorsement in the policy or policies of insurance by which LESSOR complies with the above insurance requirements, and LESSOR shall obligate its insurer to notify LESSEE in writing at least thirty (30) days in advance of any cancellation or failure to renew the above insurance during the term of this Lease. LESSOR further agrees to furnish LESSEE with certificates of insurance or copies of the policies evidencing the above coverage upon LESSEE's request.

## **9. MAINTENANCE OF FACILITY:**

LESSEE at its cost shall maintain in good repair and tenantable condition, the interior of the Premises, including but not limited to: interior walls, ceilings, glazing, floor covering, exposed plumbing fixtures, plumbing clogs caused by LESSEE, hot water heater, interior lighting fixtures (tubes, ballasts, bulbs) and any furnishings, partitions or systems specifically installed or required for the LESSEE's use. LESSOR at its cost shall maintain the exterior walls, doors, roof, grounds, parking lot, exterior lighting and light fixtures, HVAC equipment, electrical wiring and systems (excluding interior light fixtures), fire alarm systems, fire sprinkler/extinguisher systems, and landscaping.

**10. FACILITY PARKING:**

LESSEE and its clients, guests and invitees, shall have the right to use fifteen (15) parking spaces at the property which contains the Premises.

**11. REPAIR CONTACTS:**

LESSOR shall designate sources to be called when repairs to the electrical, HVAC and plumbing systems are required. Said sources shall be called in the event LESSEE is unable to contact LESSOR within a reasonable time after an event occurs that gives rise to the need for a repair at the Premises.

**12. RISK OF HAZARDS:**

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

**13. LESSEE OWNED ITEMS:**

**A.** All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased Premises resulting from removal of any fixture, partition or other improvement installed by LESSEE.

**B.** Playground equipment, if any, shall be maintained by LESSEE. At the expiration or termination of this LEASE, LESSEE shall retain ownership of said playground equipment and LESSEE shall remove said playground equipment from the Premises at no expense to LESSOR.

**14. NON-DISCRIMINATION:**

The LESSEE herein covenants by and for itself, and LESSEE's assigns, and all persons claiming under or through LESSEE that this Lease is made and accepted on the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as further defined in Sections 12926, 12926.1, subdivision (m) and paragraph (l) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the use, occupancy, tenure, or enjoyment of the Premises herein leased, nor shall the LESSEE or any person claiming under or through the LESSEE establish or permit any such practice or practices of discrimination or segregation with reference to the use or occupancy of the Premises herein leased.

**15. SUCCESSORS-IN-INTEREST:**

LESSEE may not transfer or assign this Lease without the prior written consent of LESSOR. Notwithstanding the foregoing, in the event the Joint Powers Agreement establishing LESSEE is terminated, the successor agency of LESSEE may, at its sole option, become the successor-in-interest to LESSEE under this Lease without the LESSOR's prior approval.

**16. WRITTEN COMMUNICATIONS:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail with return receipt requested.

Such matters shall be addressed to the other party at the following address:

**To LESSOR at:**

Housing Authority of the City of  
Sacramento  
801 12th Street, Fifth Floor  
Sacramento, CA 95814  
Attention: Assistant Director

Phone No. (916) 449-6302  
Fax No. (916) 442-3718

**To LESSEE at:**

Sacramento Employment and Training  
Agency  
925 Del Paso Boulevard  
Sacramento, California 95815  
Attention: Executive Director

Phone No. (916) 263-3810  
Fax No. (916) 263-3825

or to such other address as a party may designate to the other by notice.

B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

**17. RIGHTS AND REMEDIES:**

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

**18. RULES AND REGULATIONS:**

LESSEE's occupancy and use of the Premises shall at all times be conducted in a manner that is in compliance with LESSOR's Rules and Regulations for the property as promulgated from time to time at the sole discretion of LESSOR. An uncured violation

of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

**19. SPECIAL CONDITIONS.**

As an annual in-kind contribution to LESSEE's Head Start Program, LESSOR agrees to provide the following facilities at no additional charge to LESSEE:

Playground space ( \_\_\_\_\_ sq.ft x \_\_\_\_\_ cents per sq.ft. x 12 months      \$ \_\_\_\_\_ )  
Parking spaces (15 spaces at \$ \_\_\_\_\_ space/month x 12 months)      \$ \_\_\_\_\_ )

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease as set forth below.

**LESSOR:**

**LESSEE:**

HOUSING AUTHORITY OF  
THE CITY OF SACRAMENTO, a public body,  
corporate and politic

SACRAMENTO EMPLOYMENT AND  
TRAINING AGENCY, a Joint Powers Agency

By: \_\_\_\_\_  
LaShelle Dozier  
Executive Director

By: \_\_\_\_\_  
Kathy Kossick  
Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

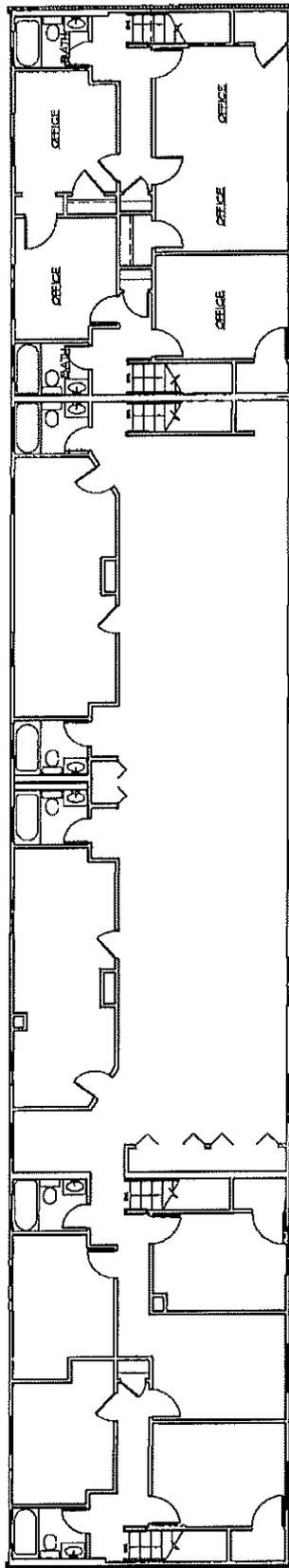
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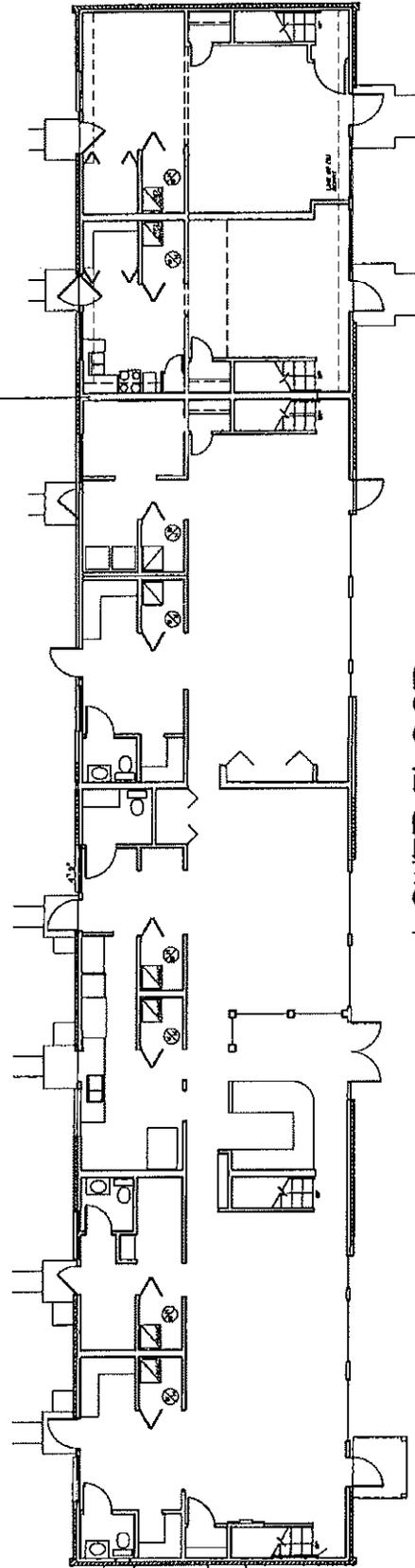
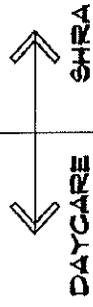
\_\_\_\_\_  
AGENCY COUNSEL

\_\_\_\_\_  
LEGAL COUNSEL TO SETA

263 SEAVEY CIRCLE



UPPER FLOOR



LOWER FLOOR

Exhibit A

**LEASE AGREEMENT**  
**[Alder Grove Head Start – 816 Revere Street, Sacramento]**

THIS LEASE (the "Lease"), dated \_\_\_\_\_ is between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO**, a public body, corporate and politic ("LESSOR"), and the **SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**, a joint powers agency ("LESSEE").

IT IS AGREED:

**1. LEASE TERM:**

A. LESSOR grants to LESSEE a tenancy for One (1) Year, commencing on \_\_\_\_\_ in the following property: approximately one thousand two hundred fifty-two (1,252) square feet located at 816 Revere Street, Sacramento California, ("Premises"). A diagram of the Premises is attached as "Exhibit A", and incorporated herein by reference.

B. LESSEE shall have four (4) one-year options to extend the term of this Lease. LESSEE shall exercise each option by giving written notice to LESSOR not later than one hundred twenty (120) days prior to the expiration of the then current lease term. Should the Lease expire without extension, LESSEE shall be entitled to hold over for up to ninety (90) days upon the same terms and conditions as in this Lease, except the option to renew. This Lease shall not exceed a total of five (5) years.

C. In the event funding to LESSEE for the operation of the Head Start program is reduced, suspended or terminated, so that LESSEE terminates, in whole or in part, the operation of the Head Child Development Program, LESSEE may terminate this Lease on reasonable notice to LESSOR.

**2. RENTAL RATE:**

A. The monthly rental rate for the first year of the lease term is Three Hundred Ten Dollars (\$310), payable at the beginning of each calendar month. Monthly rent for the second, third, fourth, and fifth year of the lease term shall be Four Hundred Thirty-Four Dollars (\$440) payable at the beginning of each calendar month. Rent does not include utilities.

**3. USE AND REPORTS:**

A. The Premises shall be used by LESSEE only for purposes related to operation of a Head Start Child Development Program and for no other uses without LESSOR'S written consent.

B. LESSEE shall have the right to share use of the Common Area of the building containing the Premises and the adult restrooms of the building which contains the Premises.

C. LESSEE shall assist LESSOR with the preparation of periodic utilization reports that LESSOR is required to submit to the United States Department of Housing and Urban Development regarding use of the Premises.

**4. ALTERATIONS BY LESSEE:**

A. LESSEE shall be responsible for the construction and installation of all tenant improvements required to conform the Premises to LESSEE's needs, including all associated costs. Provided, however, LESSEE must obtain LESSOR's approval of the proposed tenant improvements before commencement of any of the work, which approval shall not be unreasonably withheld or delayed. LESSEE shall immediately pay all costs of labor, services and materials supplied in prosecution of any work to be done on the Premises, if such work is approved. LESSEE shall keep the Premises free and clear of all mechanics liens and any other liens. All work must be approved by LESSOR, in addition to any required City approvals, before LESSEE commences its operations on the Premises.

**5. UTILITIES AND JANITORIAL SERVICES:**

A. LESSEE shall pay, when due, all gas and electricity charges incurred for heating, lighting, and cooling the Premises during the term of this Lease. If the Premises are not separately metered, then LESSEE shall pay a pro-rata share of all gas and electricity charges based upon the ratio that the square footage leased to LESSEE bears to the entire square footage of the building being served by the same gas and electric meters. In such event, LESSOR shall provide LESSEE with a copy of the monthly invoices for gas and electricity charges and calculate LESSEE's pro rata share each month. LESSEE shall provide, at its own cost, all necessary janitorial service and shall pay all charges for telephone and internet services furnished to LESSEE.

B. LESSEE shall furnish and replace all electric light bulbs and/or tubes as required during the term of this Lease in the Premises.

C. LESSOR, at its own cost and expense, shall pay all sewer and water charges.

D. LESSOR, at its own cost and expense, shall pay for installation, repair, replacement and monitoring costs for life safety systems.

E. LESSOR shall at its own cost and expense, furnish garbage and waste removal services for the premises. LESSEE shall not overburden these services.

F. LESSOR, at its own cost and expense, shall pay for grass mowing and all landscape maintenance and repairs at the property where the Premises are located.

#### 6. **SIGNAGE:**

All signage shall comply with the local jurisdiction's rules, regulations, and codes. All signage on the exterior and any interior signage, graphics, and displays visible through the exterior windows or doors must be professional in appearance and approved by LESSOR in writing; LESSOR'S approval does not constitute the approval that LESSEE needs to seek from the local jurisdiction.

#### 7. **INDEMNIFICATION:**

A. **By LESSEE.** LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in or about Premises during the term of this Lease arising from the occupancy, use or control of the Premises by LESSEE and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

B. **By LESSOR.** LESSOR shall indemnify, defend and hold harmless LESSEE and its officers, employees, agents and volunteers from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) arising out of or in connection with the ownership, occupancy, use, maintenance or control of the Premises by LESSOR and its officers, employees, agents, volunteers, guests and invitees.

C. **Survival of Obligations.** The provisions of this Section 8 shall survive the expiration or sooner termination of this Lease.

#### 8. **INSURANCE:**

A. **LESSEE's Property Insurance.** LESSEE shall procure and maintain at all times property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," which insurance covers LESSEE's personal property including furniture, fixtures and inventory. Such insurance shall include a waiver of subrogation in favor of LESSOR.

B. **LESSOR's Property Insurance.** LESSOR shall procure and maintain at all times, at its cost, a policy or policies of property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," as

well as insurance covering boiler and machinery and compliance with ordinances or laws if appropriate, for the 100% insurable replacement cost of the building and improvements which contain the Premises. Such insurance shall include a waiver of subrogation in favor of LESSEE, its employees, agents and business invitees. LESSOR may not insure with a deductible or self-insured retention exceeding \$10,000 without the prior written consent of LESSEE.

**C. LESSEE's Liability Insurance.** LESSEE shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. LESSEE's general liability policies shall be endorsed to name LESSOR and any lender of LESSOR as additional insured. LESSEE's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

**D. LESSOR's Liability Insurance.** LESSOR shall procure and maintain at all times, at its cost, a policy or policies of commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate per location. LESSOR may not insure with deductibles or self-insurance retention exceeding \$10,000 without the prior written consent of LESSEE. LESSEE, and in their capacity as such, LESSEE's offices, directors, agents and employees shall be named additional insureds by way of endorsement in the policy or policies of insurance by which LESSOR complies with the above insurance requirements, and LESSOR shall obligate its insurer to notify LESSEE in writing at least thirty (30) days in advance of any cancellation or failure to renew the above insurance during the term of this Lease. LESSOR further agrees to furnish LESSEE with certificates of insurance or copies of the policies evidencing the above coverage upon LESSEE's request.

## **9. MAINTENANCE OF FACILITY:**

LESSEE at its cost shall maintain in good repair and tenantable condition, the interior of the Premises, including but not limited to: interior walls, ceilings, glazing, floor covering, exposed plumbing fixtures, plumbing clogs caused by LESSEE, hot water heater, interior lighting fixtures (tubes, ballasts, bulbs) and any furnishings, partitions or systems specifically installed or required for the LESSEE's use. LESSOR at its cost shall maintain the exterior walls, doors, roof, grounds, parking lot, exterior lighting and light

fixtures, HVAC equipment, electrical wiring and systems (excluding interior light fixtures), fire alarm systems, fire sprinkler/extinguisher systems, and landscaping.

**10. FACILITY PARKING:**

LESSEE and its clients, guests and invitees, shall not have any right to use the parking lot at the property which contains the Premises.

**11. REPAIR CONTACTS:**

LESSOR shall designate sources to be called when repairs to the electrical, HVAC and plumbing systems are required. Said sources shall be called in the event LESSEE is unable to contact LESSOR within a reasonable time after an event occurs that gives rise to the need for a repair at the Premises.

**12. RISK OF HAZARDS:**

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

**13. LESSEE OWNED ITEMS:**

A. All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased Premises resulting from removal of any fixture, partition or other improvement installed by LESSEE.

B. Playground equipment, if any, shall be maintained by LESSEE. At the expiration or termination of this LEASE, LESSEE shall retain ownership of said playground equipment and LESSEE shall remove said playground equipment from the Premises at no expense to LESSOR.

**14. NON-DISCRIMINATION:**

The LESSEE herein covenants by and for itself, and LESSEE's assigns, and all persons claiming under or through LESSEE that this Lease is made and accepted on the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as further defined in Sections 12926, 12926.1, subdivision (m) and paragraph (l) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the use, occupancy, tenure, or enjoyment of the Premises herein leased, nor shall the LESSEE or any person claiming under or through the LESSEE establish or permit any such practice or practices of discrimination or segregation with reference to the use or occupancy of the Premises herein leased.

**15. SUCCESSORS-IN-INTEREST:**

LESSEE may not transfer or assign this Lease without the prior written consent of LESSOR. Notwithstanding the foregoing, in the event the Joint Powers Agreement establishing LESSEE is terminated, the successor agency of LESSEE may, at its sole option, become the successor-in-interest to LESSEE under this Lease without the LESSOR's prior approval.

**16. WRITTEN COMMUNICATIONS:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail with return receipt requested.

Such matters shall be addressed to the other party at the following address:

**To LESSOR at:**

Housing Authority of the City of  
Sacramento  
801 12th Street, Fifth Floor  
Sacramento, CA 95814  
Attention: Assistant Director

Phone No. (916) 449-6302  
Fax No. (916) 442-3718

**To LESSEE at:**

Sacramento Employment and Training  
Agency  
925 Del Paso Boulevard  
Sacramento, California 95815  
Attention: Executive Director

Phone No. (916) 263-3810  
Fax No. (916) 263-3825

B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

**17. RIGHTS AND REMEDIES:**

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

**18. RULES AND REGULATIONS:**

LESSEE's occupancy and use of the Premises shall at all times be conducted in a manner that is in compliance with LESSOR's Rules and Regulations for the property as promulgated from time to time at the sole discretion of LESSOR. An uncured violation of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

**19. SPECIAL CONDITIONS.**

As an annual in-kind contribution to LESSEE's Head Start Program, LESSOR agrees to provide the following facilities at no additional charge to LESSEE at the identified fair market value:

Playground space ( \_\_\_\_\_ sq.ft x \_\_\_\_\_ cents per sq.ft. x 12 months      \$ \_\_\_\_\_ )

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease as set forth below.

[Signatures on next page.]

**LESSOR:**

HOUSING AUTHORITY OF  
THE CITY OF SACRAMENTO, a public  
body, corporate and politic

**LESSEE:**

SACRAMENTO EMPLOYMENT AND  
TRAINING AGENCY, a Joint Powers Agency

By: \_\_\_\_\_  
LaShelle Dozier  
Executive Director

By: \_\_\_\_\_  
Kathy Kossick  
Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

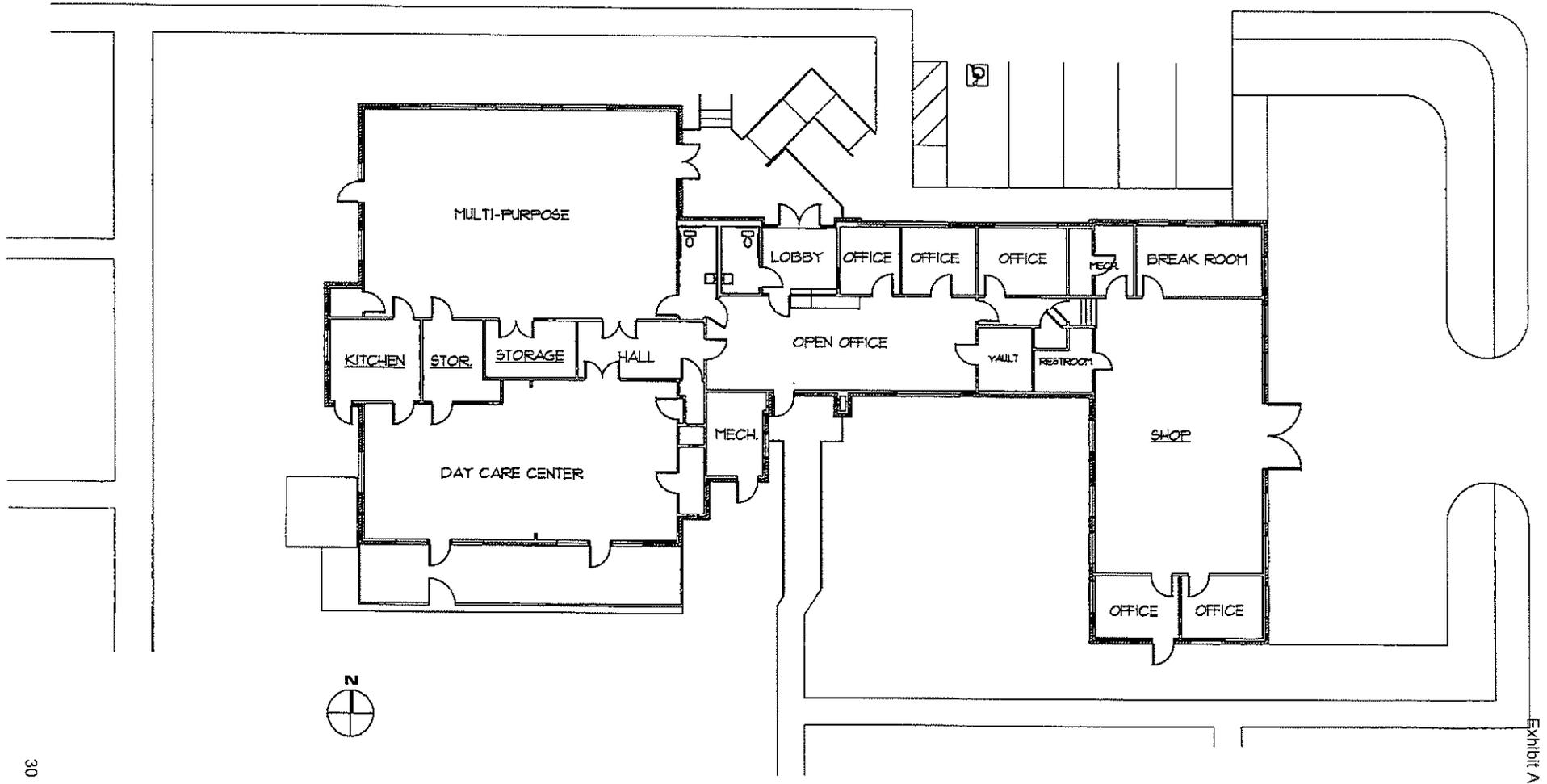
APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
AGENCY COUNSEL

\_\_\_\_\_  
LEGAL COUNSEL to SETA

ALDER GROVE  
816 REVERE STREET





**NON-EXCLUSIVE LICENSE AGREEMENT**

THIS LICENSE, dated \_\_\_\_\_, 20\_\_ is between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO** (AUTHORITY), and the **MEALS ON WHEELS BY ACC** (LICENSEE).

IT IS AGREED:

**1. LICENSE TERM:**

A. AUTHORITY grants to LICENSEE permission to use the following property for its non-exclusive use: the kitchen area and the Comstock Community Room located at 1725 K Street, Sacramento California, ("Premises"). This License does not confer a possessory interest in real property.

B. Either party shall have the right to cancel this License at no cost or penalty by giving the other party thirty (30) days written notice.

**2. SCHEDULE:**

A. The License term shall commence upon the signing of this agreement, or the date LICENSEE takes possession of the premises, whichever occurs first.

**3. RENTAL RATE:**

The rental rate is ONE DOLLAR (\$1.00) annually paid in advance.

**4. USE:**

A. The Premises shall be used, as a congregate meal site, by LICENSEE only as Meals on Wheels by ACC Senior Nutrition lunch program, for the purpose of providing meals to senior citizens, but for no other uses without AUTHORITY's written consent.

B. The Premises shall be available to the LICENSEE between the hours of 9:00 a.m. to 1:00 p.m., Monday - Friday.

**5. ALTERATIONS BY LICENSEE:**

LICENSEE may make no alterations to the Licensed premises without the prior written consent of AUTHORITY.

**6. INDEMNIFICATION:**

Except for the negligence or willful misconduct of Authority, LICENSEE agrees to indemnify, defend and hold AUTHORITY and AUTHORITY'S governing boards, employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily

injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in or about Premises during the License Term; the negligence or willful misconduct of LICENSEE or LICENSEE's agents, employees, and contractors wherever it occurs; or, an Event of LICENSEE's Default.

The provisions of this Section 6 shall survive the expiration or sooner termination of this License.

**7. INSURANCE:**

Licensee will provide certificate of liability insurance naming Authority as additional insured.

**8. MAINTENANCE OF FACILITY:**

AUTHORITY at its cost shall maintain in good repair and condition, the interior of the Licensed premises, including but not limited to: interior walls, ceilings, glazing, floor covering, plumbing, water pipes, hot water heater, alarm systems, fire extinguishers, lighting (fixtures, ballasts, emergency lights), exterior walls, roof, grounds, exterior lighting, and HVAC equipment.

**9. FACILITY PARKING:**

LICENSEE shall have exclusive right to one (1) parking space as designated by AUTHORITY. LICENSEE agrees to abide by AUTHORITY's parking rules and agrees to not overburden the parking facilities.

**10. REPAIR CONTRACT:**

AUTHORITY shall designate sources to be called when repairs to the Licensed premises are required. Said sources shall be called in the event LICENSEE is unable to contact AUTHORITY within a reasonable time.

**11. RISK OF HAZARDS:**

LICENSEE shall not do anything on the premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

**12. LICENSEE OWNED ITEMS:**

LICENSEE, at their expense, shall maintain in good repair all LICENSEE owned property / equipment brought in or stored in the facility and used as part of the Senior Nutrition Program.

**13. BACKGROUND CHECK OF LICENSEE ASSIGNED EMPLOYEES:**

LICENSEE, at their expense, shall on or before the date the person is employed or assigned to Licensed premises to coordinate the Meals on Wheels by ACC Senior Nutrition lunch program shall have a clear background check.

**14. WRITTEN COMMUNICATIONS:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this License shall be in writing and either served personally or sent by prepaid, first class, certified mail.

Such matters shall be addressed to the other party at the following address:

**To AUTHORITY at:**

Housing Authority of the City of Sacramento  
1725 K Street  
Sacramento, CA 95811  
ATTN: Angela Hall  
Phone No. (916) 449-6301  
Fax No. (916) 443-5689

**To LICENSEE at:**

Meals on Wheels by ACC  
7311 Greenhaven Drive, Suite 190  
Sacramento, CA 95831  
ATTN: David Morikawa  
Phone No. (916) 444-9533 ext: 163  
Fax No. (916) 394-9156

or such other address as a party may designate to the other by notice.

B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

**15. RIGHT AND REMEDY:**

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the License.

**16. RULES AND REGULATIONS:**

LICENSEE'S occupancy and use of the Premises shall at all times be conducted in manner that is in compliance with AUTHORITY'S Rules and Regulations for the Midtown Manor Community as promulgated from time to time at the sole discretion of AUTHORITY. Violation of these Rules and Regulations will be a default by LICENSEE, in which case AUTHORITY may terminate this License on 48 hours written notice.

**AUTHORITY:**

HOUSING AUTHORITY OF  
THE CITY OF SACRAMENTO

By: \_\_\_\_\_  
LASHELLE DOZIER  
Executive Director

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
AGENCY COUNSEL

**LICENSEE:**

MEALS ON WHEELS BY ACC

By: \_\_\_\_\_  
Donna L Yee  
Chief Executive Officer

DATE: \_\_\_\_\_