

Meeting Date: 8/16/2016

Report Type: Consent

Report ID: 2016-00808

Title: First Amendment to Lease Agreement with the Asian Community Center

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or City Manager's designee, to enter into Lease Amendment No. 1 for Triple R lease, meals and transportation services with the Asian Community Center in an amount not to exceed \$150,000.

Contact: Katherine Robbins, Administrative Officer, (916) 808-1562; Rosanne Bernardy, Recreation Superintendent, (916) 808-1590, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Older Adult Services

Dept ID: 19001711

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form

Sheryl Patterson

8/1/2016 10:06:05 AM

Approvals/Acknowledgements

Department Director or Designee: Christopher Conlin - 7/22/2016 1:22:53 PM

Description/Analysis

Issue Detail: On March 4, 2016, the City and the Asian Community Center of Sacramento Valley (ACC) entered into a Memorandum and Lease Agreement for use of the Center by the Triple-R Adult Day Care Program. The original agreement provided for Triple-R to also purchase meals from ACC to serve the program participants. Triple R desires to also have ACC provide transportation services for field trips, and the total not to exceed amount needs to be stated in the agreement.

The ACC rate for transportation services for program participants is \$5.00 per passenger. In addition, the term of the agreement is to be extended to June 30, 2019. The total consideration is not to exceed \$150,000.

Triple-R, a day care program that serves elderly with dementia, and provides support, supervision and activities for seniors while family caregivers go to a job or get respite from their caregiving responsibilities. In 2002, Parks and Recreation staff worked with ACC to develop a new Triple-R site that includes culturally sensitive activities and meals geared toward Asian seniors, with bilingual staff. The dozens of families served by the program reflect the ethnic makeup of Sacramento. The program at ACC is one of three Triple-R sites operated by Department of Parks and Recreation, Older Adult Services.

Policy Considerations: The City Manager has the authority under City Code section 3.04.010 to lease property and under City Code Chapter 3.56 to purchase meals. This lease amendment would add transportation services and extend the term, resulting in a not to exceed amount of \$150,000, which requires City Council approval.

Economic Impacts: Not applicable.

Environmental Considerations: California Environmental Quality Act (CEQA): This report concerns administrative activities that do not constitute a “project” as defined by Section 15378(b)(2) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The senior center setting provided at ACC provides an especially conducive atmosphere for an adult day program and Triple R has leased the center from ACC for a number of years. The amendment to the lease extends the term for an additional year. ACC operates a van transportation program for seniors, with vehicles on the premises. The addition of the transportation component to this agreement provides for an efficient and very cost effective means to transport Triple-R participants on periodic field trips to such local venues as the Sacramento Zoo and Raley’s River Cats Field.

Financial Considerations: The operation of Triple-R, including rental of program space, meals for participants and transportation to activities, is fully covered by fees paid by participating families and other agencies.

Local Business Enterprise (LBE): Not applicable.

Requires Council Approval: N Y Council Meeting Date: 08/16/2016

Real Estate Other Party Signature Needed Recording Requested

General Information

Contract Type: MOU Supplemental Agrmt
PO Type: Services
\$ Not to Exceed: 150,000.00
Other Party: Asian Community Center
Project Name: Triple R Lease and Services
Project Number:
Bid Transaction #:

Attachment #: 1
Original Doc #: 2016-0292
Certified Copies of Document:
Deed:
Tax ID # (if applicable):
Preferences:
LBE [checked] SBE [] DBE [] MWBE []

Department Information

Department: Parks and Recreation
Project Manager: Rosanne Bernardy
Contract Services: Katherine Robbins
Phone Number: (916) 808-1562
Date:
Comment: Administrative Error on Original Agreement
Division: Recreation
Supervisor: Rosanne Bernardy
Division Manager: Sylvia Fort
Org Number: 19001541

Review and Signature Routing

Table with 3 columns: Department, Signature or Initial, Date. Rows for Project Manager, Operation Manager, Contract Services, Supervisor, and Division Manager.

City Attorney Signature or Initial Date
City Attorney: [Signature] 7-21-16
Name and Phone Ext:

[] Send Interoffice Mail [checked] Notify for Pick Up Katherine

Authorization Department Director: [Signature] 7/21/16
City Manager: Y [] N [checked]

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract.

(Sticker)

For City Clerk Processing
Finalized:
Initial:
Date:
Imaged:
Initial:
Date:
Received:
(City Clerk Stamp Here)

**FIRST AMENDMENT TO MEMORANDUM AND LEASE AGREEMENT
ACC SENIOR SERVICES**

THIS FIRST AMENDMENT (the "Amendment") is made as of _____, 2016, by and between the ASIAN COMMUNITY CENTER OF SACRAMENTO VALLEY, INC., a California corporation (hereinafter called "ACC" or "Landlord"), and the CITY OF SACRAMENTO, a municipal corporation, on behalf of its TRIPLE R PROGRAM, (hereinafter called "Triple-R" or "Tenant").

Background

- A. The above-named parties entered into a Memorandum of Understanding and Lease Agreement (the "Principal Agreement"), dated March 4, 2016, City Agreement No. 2016-0292 for use of the "Premises" as designated by ACC for operation of the Triple-R senior daycare program. The Principal Agreement also provides for Triple-R to purchase meals from ACC to serve the program participants.
- B. Triple-R desires that ACC also provide transportation services for program participants for field trips.
- C. The Parties now desire to amend the Principal Agreement to add the transportation services, extend the term for one year, and state a not to exceed expenditure amount.

Agreement

NOW THEREFORE, it is mutually agreed between the Parties as follows:

1. **Transportation Services.** Section II, Responsibilities, for ACC in the Principal Agreement is amended to add subsection 5 as follows:

- "5. ACC may periodically provide transportation services for Triple-R program participants for field trips on a mutually agreed schedule at the rate of \$5.00 per passenger or the ACC Rides passenger rate at the time of the trip, whichever rate is higher."

All other terms and provisions in Section II shall remain unchanged.

2. **Term and Total Consideration.** Section III, Terms, of the Principal Agreement is amended as follows:

- a. The first paragraph is amended to read as follows to extend Term by one year:

"The term of this Memorandum of Understanding shall be thirty-six (36) months, commencing on July 1, 2016, and ending on June 30, 2019 (the "Term"), unless sooner terminating by either party by providing ninety (90) days advance written notice, or such shorter time as the Parties may mutually agree on, and specifying the date of termination."

b. The following sentence is added to Section III:

“ The total cost for the Monthly Rent, meal costs, and transportation service costs during the Term of this Agreement shall not exceed \$150,000.00.”

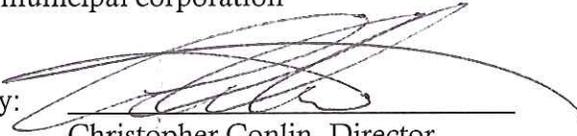
c. All other terms and provisions in Section III shall remain unchanged.

3. **Entire Agreement.** This Amendment constitutes the entire agreement, and supersedes any prior written or oral agreements, between the Parties with respect to the matters contained herein. All other terms and conditions of the Principal Agreement not modified by this Amendment shall remain in full force and effect.

4. **Authorization.** Each individual executing this Amendment on behalf of any entity represents and warrants that he or she has been duly authorized to do so by the entity on whose behalf he or she executes this Amendment and said entity will thereby be obligated to perform the terms of this Amendment.

IN WITNESS WHEREOF, this First Amendment has been executed by ACC and Triple-R as of the day and year first stated above.

CITY OF SACRAMENTO,
a municipal corporation

By: 
Christopher Conlin, Director
Department of Parks and Recreation
For: John F. Shirey, City Manager

Approved as to form:

By: 
Senior Deputy City Attorney

Attest:

By: _____
Assistant City Clerk

ASIAN COMMUNITY CENTER OF SACRAMENTO VALLEY, INC.,
a California corporation

By: 
Donna L. Lee, Chief Executive Officer