



Agenda Item No. 6I.

Staff Report

Date: May 6, 2024
To: Mayor Kircher and Councilmembers
From: Christa Johnson, Town Manager
Subject: 3-month extension to lease agreement with Ross Valley Paramedic Authority

Recommendation

It is recommended that the Town Council authorize the Town Manager to execute the First Amendment to the Lease Agreement with the Ross Valley Paramedic Authority for a portion of Fire Station 18 located at 33 Sir Francis Drake Blvd. in the Ross Civic Center.

Background and discussion

For over forty years, the Ross Valley Paramedic Authority (RVPA) has leased space at the Ross fire station consisting of sleeping areas, bathroom, office space, engine bay and storage room. The RVPA typically caps its contracts/leases at four years because its main funding source, a parcel tax, is approved by the Ross Valley voters for a four-year term. The current Lease Agreement (Attachment 1) has a four-year term that terminates on June 30, 2024. The annual rent in Fiscal Year 2023-24 is \$33,000. Any party may terminate the lease prior to the expiration of the term by written notice to the other party 180 days in advance of the termination date.

The lease is a three-party agreement between the Town of Ross (Landlord), RVPA (Tenant), and the Ross Valley Fire Department (Third Party Beneficiary). The reason the Ross Valley Fire Department (RVFD) is part of the Lease Agreement is because of the terms of the RVFD Joint Powers Agreement (JPA), First Amendment (July 1, 2012) between the four JPA members that specifies that RVFD shall receive the RVPA rent payments and assume all costs and liabilities associated with the rental agreement. The current lease states that the Town can direct RVPA to send rent payments to the Town with written notification.

Landlord and Tenant have determined that it may be a benefit to the community to construct a new paramedic facility that includes separate ambulance bays for Tenant in the Town of Ross. Recognizing that such a project will require a lengthy period of time to analyze, the parties desire to extend the term of the Lease for three months commencing July 1, 2024.

Fiscal, resource and timeline impacts

There will be no financial impact resulting from a three-month lease extension as the rent payments are paid to RVFD not to the Town.

Alternative actions

No alternative actions are suggested.

Environmental review (if applicable)

N/A

Attachments

1. Current lease agreement with RVPA
2. Proposed First Amendment to Lease Agreement between RVPA and Town of Ross

LEASE AGREEMENT

This Lease Agreement (“Lease”), effective July 1, 2020, is made by and between the Town of Ross (“Landlord”), the Ross Valley Paramedic Authority, a joint powers agency of the State of California (“Tenant”), and the Ross Valley Fire Department, a Joint Powers Authority of the State of California (“Third Party Beneficiary”), (collectively, the “Parties”).

RECITALS

A. Tenant previously leased from Third Party Beneficiary a certain portion of the space, consisting of sleeping areas with bathroom, office space, engine bay and storage room (“the Premises”), within the Ross Valley Fire Department, Station 18, located at 33 Sir Francis Drake Boulevard, Ross, California.

B. The four-year term of the current lease agreement between Tenant and Third-Party Beneficiary ended on June 30, 2019.

C. The Parties have agreed to enter into a new lease agreement for the Premises for an additional four (4) year term, with the annual rent increase of two-and-a-half percent (2.5%) per year.

AGREEMENT

Now therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Premises.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord on the terms and conditions set forth herein.

2. **Term.** The term of this Lease shall commence on July 1, 2020 (“Lease Commencement Date”), and end on June 30, 2024, unless terminated earlier as set forth herein.

3. **Rent.** The annual rent for the first year of the term (July 1, 2020 through June 30, 2021) shall be \$31,052.08. The annual rent shall increase at the beginning of each fiscal year (“FY”) thereafter, effective July 1, by an amount equal to two-and-a-half percent (2.5%) of the prior year’s rent (\$31,828.38 for FY 2021-2022, \$32,624.09 for FY 2022-2023, and \$33,439.69 for FY 2023-2024). In each fiscal year, the annual rent shall be due by August 1. Per the Joint Powers Authority agreement between the Landlord and the Third-Party Beneficiary, the lease payment will be made from Tenant direct to the Third-Party Beneficiary, unless otherwise notified by the Landlord in writing.

4. **Use.** The Premises are to be used for storage and maintenance of a paramedic vehicle and for related storage, office use and personnel housing. Landlord covenants that so long as Tenant pays the rent and performs the covenants hereof,

Tenant shall peaceably and quietly have, hold, and enjoy the Premises subject to the provisions of this Lease.

5. **Termination.** Landlord, Tenant or Third-Party Beneficiary may terminate this Lease prior to expiration of the term by written notice to the other party 180 days in advance of the termination date. Upon the expiration or earlier termination of the Lease as provided herein, Tenant shall vacate and remove all personal property from the Premises and return possession of the Premises to Landlord in the condition existing on the Lease Commencement Date, reasonable wear and tear excepted.

6. **Maintenance.** Tenant shall take good care of the Premises and shall surrender the Premises at the termination of this Lease in as good condition as the beginning of the term, excepting reasonable wear and tear, or other cause not due to misuse or neglect by the Tenant or its employees. Tenant shall use the Premises in conformance with all applicable laws, orders, and regulations.

7. **Repair.** Landlord shall make all necessary repairs to the Premises at Landlord's sole expense except for repairs made necessary by misuse or neglect by Tenant or Tenant's employees.

8. **Alterations.** Tenant shall not make any alterations, additions, or improvements in, to, or about the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed.

9. **Assignment or Subletting.** Tenant shall not assign or sublet this Lease, in whole or in part, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

10. **Utilities.** Landlord shall furnish all utilities to the Premises at Landlord's sole expense except Tenant's telephone service, which shall be Tenant's sole responsibility.

11. **Damage or Destruction.** If the Premises are damaged by fire or any other cause to such an extent that the Premises are no longer usable for the purposes for which it was leased, Tenant may give Landlord a written notice of election to terminate the Lease, and termination of the Lease shall be effective immediately upon giving such notice.

12. **Condemnation.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking.

13. **Waiver.** The failure of either party to insist on strict performance of a covenant or condition or to exercise any option contained in this Lease, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

14. **Indemnification, Hold Harmless, and Duty to Defend.** Tenant shall defend, indemnify, and hold Landlord, its officials, officers, employees, volunteers and agents serving as independent contractors in the role of officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent or reckless acts or omissions or willful misconduct of Tenant, its employees, or its agents in connection with Tenant's use of the Premises, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the negligence or willful misconduct of any Indemnitees. With respect to its duty to defend pursuant to this Section, Tenant shall defend Indemnitees at Tenant's own cost, expense and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees, except to the extent such judgment, award, or decree is based upon the negligence or willful misconduct of any Indemnitees. Tenant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Tenant, Landlord, its directors, officials, officers, employees, agents or volunteers. All duties of Tenant under this Section shall survive termination of this Agreement.

15. **Insurance.** Tenant shall procure and maintain for the duration of this Lease insurance against claims for injuries to person or damage to property which may arise from or in connection with Tenants' activities on the Premises. Specifically, Tenant shall maintain the following minimum scope and limits of insurance:

A. Commercial General Liability coverage with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

16. **Entire Agreement; Severability.** This Lease shall constitute the entire agreement between the parties with respect to the Premises, and may be modified only by a duly authorized writing signed by both Parties. If any provision of this Lease, or portion thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Lease shall remain in full force and effect.

17. **Notice.** Notices by the Parties to the other Parties shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in a post-paid envelope addressed, if to Landlord, to 31 Sir Francis Drake Boulevard, Ross, California; if to Tenant, to P.O. Box 518, Woodacre,

California; if to Third Party Beneficiary, to 777 San Anselmo Ave., San Anselmo, California.

18. **Attorney Fees.** In any action or proceeding by any of the parties to enforce this Lease or any provision of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and all other costs incurred.

19. **Successors and Assigns.** The provisions of this Lease shall apply to and bind the heirs, successors and assigns of the parties.

20. **Compliance with Applicable Law.** Tenant, at its expense, shall comply with all statutes, ordinances and governmental rules and regulations applicable to Tenant and/or the Premises.

20. **Governing Law and Venue.** This Lease shall be governed by California law and venue shall be in the Superior Court in the County of Marin, and no other place.

21. **Headings.** The titles or heading to sections in this Lease shall have no effect on interpretation of its provisions.

22. **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Lease is legally binding on that party.

The Parties have executed this Lease as witnessed by their signatures below.

LANDLORD:

Town of Ross

s/ 

Joe Chin Town Manager
Name/Title

Date: 2/9/21

TENANT:

Ross Valley Paramedic Authority

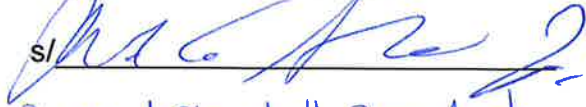
s/ 

Bruce Corbet Chairman
Name/Title

Date: 12-3-2020

THIRD PARTY BENEFICIARY

Ross Valley Fire Department

s/ 

Richard Shortall, President
Name/Title

Date: 10/23/2020

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“**Amendment**”) is made and entered into effective as of _____, 2024, by and between the Town of Ross, a California municipal corporation (“**Landlord**”), Ross Valley Paramedic Authority, a joint powers agency of the State of California (“**Tenant**”), and the Ross Valley Fire Department a joint powers authority of the State of California (“**Third Party Beneficiary**”). Landlord, Tenant and Third Party Beneficiary are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Landlord, Tenant and Third Party Beneficiary are parties to that certain Lease Agreement dated July 1, 2020 (“**Lease**”), pursuant to which Landlord leased to Tenant a portion of the Ross Valley Fire Department, Station 18, located at 33 Sir Francis Drake Boulevard, Ross, California, consisting of sleeping areas, bathroom, office space, engine bay and storage room (“**Premises**”). The Lease is scheduled to expire on June 30, 2024.

B. Landlord and Tenant have determined that it may be a benefit to the community to construct a new paramedic facility that includes separate ambulance bays for Tenant in the Town of Ross. Recognizing that such a project will require a lengthy period of time to analyze, the Parties desire to extend the term of the Lease.

C. Accordingly, subject to the other terms and conditions described herein, the Parties desire to extend the Lease term for three months commencing July 1, 2024.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Term.** The term of the Lease shall be extended for a period of three months, such that the extended term commences on July 1, 2024 (“**Extension Commencement Date**”) and continues until September 30, 2024 (“**Extension Term**”).
2. **Rent.** During the Extension Term, the annual rent shall remain the same as the rent in effect on June 30, 2024. Pursuant to the Joint Powers Authority agreement between Landlord and Third Party Beneficiary, the annual rent and all other sum due from Tenant under this Lease shall be paid by Tenant to Third Party Beneficiary, unless otherwise directed in writing by Landlord.
3. **Lease.** Except as modified by this Amendment, all provisions of the Lease shall remain unchanged and in full force and effect.
4. Nothing in this Amendment shall be interpreted to bind or commit any Party to the approval, construction, or use of any particular improvements including, but not limited to, paramedic facilities or ambulance bays.

4. Counterparts. This Amendment may be executed in counterparts and/or by electronic signature, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Lease effective as of the date first written above.

LANDLORD:

Town of Ross, a California municipal corporation

By: _____

Name: _____
Town Manager

TENANT:

Ross Valley Paramedic Authority, a joint powers authority of the State of California

By: _____

Name: _____

Title: _____

THIRD PARTY BENEFICIARY

Ross Valley Fire Department, a joint powers authority of the State of California

By: _____

Name: _____

Its: _____

Approved as to form:

By: _____
Town Attorney