

ITEM 10.E.

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK AGENDA REPORT

TO: Honorable Successor Agency

FROM: Jennifer Mellon, Administrative Services Manager 

DATE: December 19, 2014 (CC Meeting of 1/7/15)

SUBJECT: Consider Amendment No. 1 to the Lease Agreement with the Moorpark Foundation for the Arts for 33 High Street

BACKGROUND & DISCUSSION

In October 2011, the Redevelopment Agency of the City of Moorpark entered into a Lease Agreement with the Moorpark Foundation for the Arts (Foundation) for the first floor of the Agency-owned Building at 33 High Street (Suite 100) (900 sq. ft.) to provide support space including but not limited to dressing rooms, costuming area, and offices for the High Street Arts Center.

The Foundations original lease was with the City of Moorpark, pending the outcome of the court decision regarding the dissolution of the Redevelopment Agency (RDA). The RDA became defunct in February 2012, and all property previously transferred to the City became the property of the Successor Agency to the Redevelopment Agency (SARA) on that date. In recognition of this, the original lease was terminated and a new lease for the entire building was presented to the Oversight Board for the SARA.

On February 18, 2014, SARA approved the new lease providing Foundation use of the both floors of the building, (2,000 sq. ft.), including common area previously excluded from the lease square footage.

DISCUSSION

This First Amendment to the Lease relates to the issuance of exterior door keys to the premises. The current Agreement does not address the issuance of keys since the keys necessary for access to the facilities were issued to Assistant City Manager, Hugh Riley, in his capacity as liaison between the City and the Foundation. With the retirement of Mr. Riley from the City on December 30, 2014, all keys issued to him for the premises were returned to the City.

Honorable Successor Agency Board
January 7, 2015
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This First Amendment provides that the City will re-issue the necessary keys to Mr. Riley as the representative of the Foundation. The Successor Agency's action is subject to subsequent authorization by the Oversight Board.

FISCAL IMPACT

There is no fiscal impact associated to this Amendment No. 1 to the Lease.

STAFF RECOMMENDATION

Authorize the Executive Director to execute Amendment No. 1 as discussed in this report on behalf of the Successor Agency, subject to concurrence by the Oversight Board.

Attachment – Amendment No. 1

AMENDMENT NO. 1

LEASE AGREEMENT BETWEEN THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF CITY OF MOORPARK AND THE MOORPARK
FOUNDATION FOR THE ARTS FOR 33 HIGH STREET

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the Successor Agency of the Redevelopment Agency of the City of Moorpark, hereinafter referred to as the "Successor Agency", Lessor, and the Moorpark Foundation for the Arts, a California non-profit under the IRS code 501 (c) 3, hereinafter referred to as the "Foundation".

WITNESSETH

WHEREAS, on February 24, 2014, the Successor Agency and Foundation entered into a Lease Agreement for the building and parking area at 33 High Street (Premises):

WHEREAS, the Successor Agency and the Foundation wish to amend the aforesaid Agreement with regard to the issuance of exterior door keys to the Premises.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree to amend the aforesaid Agreement as follows:

- I. SECTION 1- PROPERTY LEASED shall be replaced in its entirety to read as follows:

"Successor Agency, in consideration of the rents herein agreed to be paid and of the indemnifications, covenants, and agreements agreed to herein, hereby leases to Tenant, and Tenant hereby leases from the Successor Agency, that certain real property known as Suite 100 and 200 (approximately 2,000 square feet), 33 High Street, Moorpark, California, (hereinafter referred to as the "Premises"). Included within the lease area are a second floor break room; first floor restrooms (men's and women's); easement to rear of building; rear of building; and parking lot (hereinafter referred to as the "Common Area"). The Successor Agency agrees to issue exterior door keys to the Foundation in accordance with the Key Inventory included as Exhibit A to the Agreement."

- II. REMAINING PROVISIONS

All other provisions of the aforesaid Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Agreement between the Successor Agency and the Foundation to be executed the day and year first above written.

SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF MOORPARK

MOORPARK FOUNDATION FOR THE
ARTS

Steven Kueny, Executive Director

Dr. Michael W. Marion, President

ATTEST:

ATTEST:

Maureen Benson, City Clerk

Cara Tedrick, Secretary

EXHIBIT A

Exterior Door Keys – 33 High Street

| <u>Key No.</u> | <u>QTY</u> | <u>Description</u> |
|----------------|------------|--|
| 44364 | 1 | 33 High St. – Suite 100 – Front Door |
| | 1 | 33 High St. – Front Corridor Door |
| | 1 | 33 High St. – Suite 200 Front Door |
| 33J | 3 | 33 High St. – Suite 200 Conference Room* |

*Duplication Restricted

Notes:

- Interior locks for these buildings have been replaced and/or re-keyed by tenant.
- Rear doors open only from the inside and are no longer keyed.