

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: December 9, 2014

SUBJECT: APPROVAL OF A TWO-YEAR LEASE AGREEMENT WITH THE CONCORD POLICE ASSOCIATION (POA) FOR USE OF FACILITIES LOCATED AT 5060 AVILA ROAD IN CONCORD FOR A TOTAL TWO-YEAR COST OF \$78,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (GENERAL FUND)

Report in Brief

Staff is requesting the City Council approve a two-year lease Agreement with the Concord Police Association (CPOA) in the amount of \$78,000 for the Police Department's use of the Association Meeting Hall, Firearms Range, and Tactical Shoot-House located at 5060 Avila Road in Concord for a period commencing December 9, 2014 and ending December 8, 2016. The lease amount is subject to an increase if the respective facilities (hall, pistol/rifle range, or shoot-house) are used beyond an anticipated two year total of 1,500 hours (units) to be calculated at the end of the lease agreement. Overages will result in billing the City at the rate of \$52 per hour.

The term of this lease agreement is two years, commencing December 9, 2014 and expiring on December 8, 2016. The standard CPOA hourly rental rates are \$55 per hour for the range, \$50 per hour for the hall and \$75 per hour for the shoot-house. This lease agreement has been restructured from past years to reflect a flat monthly rental rate of \$3,250 (\$52/hour for each area to be rented) instead of differing hourly billing rates depending on the area of the facility to be rented. Training staff will use the next two years to review savings in facility rental use and costs in the hope of reducing the lease agreement cost in the coming years.

Staff requests that the City Council approve a two-year lease agreement with the Concord Police Association for use of facilities located at 5060 Avila Road in Concord for a total two-year cost of \$78,000, and authorize the City Manager to execute the agreement.

Background

The Police Department estimates that the Concord Police Association facility will be used at the rate of approximately 750 hours yearly (when you consider the need to rent one or all areas of the facility sometimes simultaneously) to conduct firearms and defensive tactics training annually. It supports the department's ability to provide advanced in-service safety training to its officers as well as tactical and firearms training by the department's SWAT Team. This has been an arrangement which has been supported by a lease agreement for the last thirty years.

**APPROVAL OF A TWO-YEAR LEASE AGREEMENT WITH THE CONCORD POLICE
ASSOCIATION (POA) IN THE AMOUNT OF \$78,000 FOR USE OF THE PROPERTY
AT 5060 AVILA ROAD**

December 9, 2014

Page 2

Discussion

The Police Department currently conducts regular perishable firearms skills training with semi-automatic sidearms, automatic submachine guns, semi-automatic rifles, shotguns, impact munitions (flex baton), and electronic weapons (TASERS). Officers also receive annual perishable skills training on defensive tactics, handcuffing, and arrest methods. All of this training is mandated by State statute (POST), or by department/city policy. The Concord Police Association's facilities provide a close, private, and 24-hour accessible location away from public view suitable for all this training. The Concord Police Association facility is also used by numerous neighboring law enforcement agencies to conduct their own training. The Concord Police Association allows the Concord Police Department first priority in reserving the facilities for training use.

Staff has conducted a review of the 2012-2014 facility hours and frequency of use to project the use frequency for the term of the proposed Lease Agreement covering the period December 9, 2014 through December 8, 2016.

The facilities will be used to administer and maintain training which satisfies department requirements:

1. Additional range time/frequency needed to re-certify patrol officers on the use of their handguns and rifles on a regular basis.
2. The continuation of Police Association's live-fire tactical "shoot-house" into Department firearms training.

The Police Association shoot-house is a ballistically-sound, multi-room structure which allows Officers to conduct live-fire tactical training in mock residential environments and surroundings. The Police Association's shoot-house is the only ballistic live-fire training facility of its kind in Contra Costa County. It is a stand-alone training facility rented out separately from the firearms training range.

Projected use of the collective Police Association facilities for 2015-2016 is expected to approximate the calculated use for 2012-2014.

Fiscal Impact

Adequate funds exist in the general fund budget to support this lease agreement. This contract is a two-year lease agreement with the Concord Police Association for use of facilities located at 5060 Avila Road in Concord for a total two-year total cost of \$78,000.

Public Contact

Posting of the Council agenda.

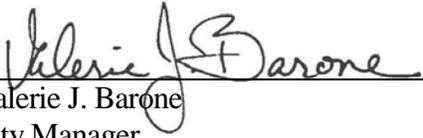
**APPROVAL OF A TWO-YEAR LEASE AGREEMENT WITH THE CONCORD POLICE
ASSOCIATION (POA) IN THE AMOUNT OF \$78,000 FOR USE OF THE PROPERTY
AT 5060 AVILA ROAD**

December 9, 2014

Page 2

Recommendation for Action

Staff recommends the City Council approve a two-year lease agreement with the Concord Police Association for use of facilities located at 5060 Avila Road in Concord for a total two-year cost of \$78,000 and authorize the City Manager to sign the agreement.



Valerie J. Barone
City Manager

Valerie.Barone@cityofconcord.org

Prepared by: Robert Zywicki
Lieutenant, Administration
Robert.Zywicki@cityofconcord.org

Reviewed by: Guy Swanger
Chief of Police
Guy.Swanger@cityofconcord.org

Attachment 1: Lease Agreement with the Concord Police Association

LEASE AGREEMENT

This Agreement is entered into on December 9, 2014 by and between the CITY OF CONCORD, a municipal corporation, hereinafter referred to as “CITY”, and the CONCORD POLICE ASSOCIATION, herein after referred to as “POA“.

WHEREAS, the POA is the owner of the real property and improvements located at 5060 Avila Road, Concord; and

WHEREAS, the CITY has annually leased the firearms range, shoot house and the meeting hall comprising the aforesaid real property from the POA and used it for purposes of law enforcement training; and

WHEREAS, the CITY pursuant to its existing lease with the POA desires to renew the lease of the aforesaid real property (hereinafter collectively referred to as “Subject Premises”) for two years, subject to the terms of this Lease Agreement; and

WHEREAS, the POA is agreeable to such use;

NOW, THEREFORE, in consideration of the promises contained herein, the parties mutually agree as follows:

1. LEASE OF PREMISE: POA shall lease to CITY the Subject Premises for a total of up to 1500 hours or units for the duration of this lease; the specific dates and hours to be mutually agreed upon by the CITY and the POA. The firearms range, shoot-house, and meeting hall are leased separately, each in one-hour units. It has been agreed upon that when the CITY rents the pistol range it is also renting the rifle range at no additional cost. The POA retains the right to enter upon the Subject Premises when it deems necessary during periods when said premises are being leased by the CITY. To the extent entrance onto the Subject Premises by the POA during such periods materially interferes with the use of the premises by the CITY, the CITY shall be credited for any time corresponding to such use.

2. TERM OF LEASE: The term of this lease shall be from December 9, 2014 through December 8th, 2016 unless earlier termination in accordance with provisions of the Agreement.

1 **3. RENTAL:** The monthly rent for the Subject Premises in their entirety shall be a flat rate of
2 \$3250.00 per month. This amount is based on the projected CITY use of the firearms range, shoot-
3 house and the meeting hall for a combined total of 1500 units (hours) at the cost of \$52.00 per unit.
4 The projected rental fee for all three facilities comprising the Subject Premises for the duration of this
5 lease is a total of \$78,000.00. The monthly payment of \$3250.00 is due to the POA on the 15th day of
6 each month to be delivered by the U.S. Mail. There shall be no grace period and no late fees incurred.
7 The CITY and POA will maintain records of use of the Subject Premises and, upon the conclusion of
8 the term of this Lease Agreement, CITY will pay POA for all use beyond 1500 units (hours) at a rate
9 of \$52.00. The use of the Subject Premises by the City shall be documented by the Concord Police
10 Department's Training Manager..

11 **4. REPAIRS AND MAINTENANCE:** POA shall keep and maintain the Subject Premises
12 (including air conditioning and heating systems) in good order and repair throughout the term of this
13 lease. POA shall, at its own expense, be responsible for all maintenance and repairs to the Subject
14 Premises including built-in special equipment and other fixtures. CITY shall not be responsible for
15 such maintenance and repairs, unless they directly relate to, and are solely necessitated by CITY use
16 of the facility. CITY shall not be responsible for janitorial services or pest control.

17 CITY shall not erect any improvements on the Subject Premises or undertake any structural
18 renovations to the premises without the prior written consent of the POA. Any such improvements or
19 renovations shall become the property of the POA at the expiration of this lease.

20 **5. UTILITIES:** POA shall pay the full cost of all utilities used in or about the premises,
21 including heat, electric light and power, gas, water and garbage.

22 **6. INDEMNIFICATION:** CITY shall indemnify, defend, and hold harmless POA against
23 and from any and all claims or suits for damages or injury arising from CITY use of the Subject
24 Premises or from any activity, work, or thing done, permitted or suffered by CITY in connection with
25 the performance of this contract, unless such claim or suit arises from intentional or willful conduct, or
26 sole negligence on the part of POA.

27 **7. INSURANCE COVERAGE:** CITY shall maintain in full force at all times during the
28 term of this agreement the following insurance, which shall be provided on an Occurrence basis:

1 **A. COMPREHENSIVE LIABILITY AND BROAD FORM COMPREHENSIVE**

2 **LIABILITY:** CITY shall maintain limits of no less than:

3 1. **General Liability:** CITY is self-insured for liability claims (personal injury, bodily injury
4 and property damage) up to Five Hundred Thousand Dollars (\$500,000). At all times
5 during the term of this Agreement, CITY shall maintain comprehensive broad form
6 liability insurance providing a minimum of Five Million Dollars (\$5,000,000) coverage
7 above the City's \$500,000 self insured retention layer.
8

9 8. **TERMINATION:** Either party may terminate this agreement at any time, without cause,
10 upon 60-days notice of discontinuance and termination of said agreement given in writing. Such
11 notice shall be sufficient and complete when same is deposited in the United States Mail, postage
12 prepaid, to the address shown in the paragraph herein concerning notice.

13 9. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or
14 the breach thereof, shall be settled by arbitration in accordance with the Rules of the American
15 Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered
16 in any Court having jurisdiction thereof. Any arbitration award may make the cost of the arbitration a
17 charge against either or both parties, and may determine and fix a reasonable attorney's fee to be paid
18 in the successful party.

19 10. **NOTICE:** All notices required herein shall be sent first class mail to the parties as
20 follows:

21 To CITY: City Attorney's Office
22 City of Concord, 1950 Parkside Drive, Concord, CA 94519

23 To POA: Concord Police Association President
24 5060 Avila Road Concord, CA. 94598

24 Notice shall be deemed effectively served upon deposit on the United States Mail.

25 11. **AMENDMENT:** This agreement may be amended, modified, or changed by the parties
26 provided that said amendment, modification, or change is in writing and approved by both parties.
27

28 12. **EXTENSION:** This agreement may be extended for an additional period of time

1 determined in writing by the parties. In the absence of any modification or amendment included in the
2 written extension, the terms and conditions of the agreement shall be applied to any extension.

3 **13. BINDING ON SUCCESSORS:** This agreement is binding on the heirs, successors, and
4 assigns of the parties hereto.

5 **14. ENTIRE AGREEMENT:** This agreement contains the entire agreement between the
6 parties hereto. No promise, representation, warranty, or covenant not included in the agreement has
7 been or is relied on by any party hereto.

8 **IN WITNESS WHEREOF**, the parties have executed this agreement the day and year set forth
9 below.

10
11 **CONCORD POLICE ASSOCIATION**

12
13 Date: _____

13 By: _____

14 Name: Adam Hart
15 Title: POA President
16 Address: 5060 Avila Road
17 Concord, CA 94518
18 Telephone: (925) 676-8298

19 **CITY OF CONCORD**

20 Date: _____

20 By: _____

21 Name: Valerie J. Barone
22 Title: City Manager
23 Address: 1950 Parkside Drive
24 Concord, CA 94519
25 Telephone: (925) 671-3150

26 ATTEST:

27 _____
28

1 APPROVED AS TO FORM:

 City Attorney

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28