

ORDINANCE NO. 740 N.S.

AN ORDINANCE APPROVING AN AGREEMENT TO REINSTATE AND AMEND FACILITY USE AGREEMENT WITH PIEDMONT EDUCATIONAL FOUNDATION

The City of Piedmont hereby ordains as follows:

SECTION 1

By adopting this ordinance, the Piedmont City Council intends to reinstate and amend a use agreement with the Piedmont Educational Foundation for the use of the Piedmont Veterans Memorial Building office space until December 31, 2020.

SECTION 2

The Agreement To Reinstate And Amend Facility Use Agreement between the City of Piedmont and the Piedmont Educational Foundation, a copy of which is attached hereto and incorporated by reference, is hereby approved.

SECTION 3

This ordinance shall be posted at City Hall after its second reading by the City Council for at least thirty (30) days and shall become effective thirty (30) days after such second reading.

I certify that the foregoing ordinance was passed and adopted as a part of the consent calendar by Resolution 10-18 at the regular meeting of the City Council of the City of Piedmont on March 5, 2018, by the following vote:

Ayes:	Andersen, Cavanaugh, King, McBain, Rood
Noes:	None
Absent:	None

Attest: \_\_\_\_\_  
John O. Tulloch, City Clerk

## **AGREEMENT TO REINSTATE AND AMEND FACILITY USE AGREEMENT**

THIS AGREEMENT TO REINSTATE AND AMEND FACILITY USE AGREEMENT (“Amendment”) is made and entered into on this \_\_\_ day of \_\_\_\_\_ 2018 (the “Effective Date”) by and between the City of Piedmont, a California municipal corporation (“City”), and Piedmont Educational Foundation (“PEF”), a nonprofit support group of Piedmont Unified School District.

### **R E C I T A L S**

A. On or about March 5, 2012, the City and PEF entered into a Facility Use Agreement (“Facility Use Agreement”), attached hereto as Exhibit A and incorporated herein by reference, regarding PEF’s use of the Piedmont Veterans Hall (“Premises”), which is owned and operated by the City.

B. The term of the Facility Use Agreement expired on December 31, 2017. Since that date, PEF has continued to use the Premises as a month to month tenant.

C. The City is considering future renovations to the Premises, however, in the interim, PEF wishes to continue to use the Premises, and the City wishes to continue to lease the Premises to PEF.

### **A G R E E M E N T**

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this First Amendment, the parties hereto agree as follows:

1. The Facility Use Agreement is reinstated and Section 2 of the Facility Use Agreement (“Term-Rental Fees”) is amended and restated in its entirety as follows:

The term of this Agreement shall start on \_\_\_\_\_, 2018. It shall end on December 31, 2020. PEF shall pay the City a monthly sum of \$1,494.00 through December 31, 2018. For the period January 1, 2019, through December 31, 2019, PEF shall pay the City the monthly sum of \$1,539.00. For the period January 1, 2020, through December 31, 2020, PEF shall pay the City the monthly sum of \$1,585.00. PEF shall pay the City on the first day of each month.

2. Section 3 of the Facility Use Agreement (“Termination”) is amended and restated in its entirety as follows:

Either party may terminate this Agreement without cause upon 90 days’ prior written notice to the other party, designating the date of termination.

3. Unless explicitly amended by this Amendment, all terms and provisions of the Facility Use Agreement shall remain in full force and effect.

**CITY**

CITY OF PIEDMONT, a California municipal corporation

By: \_\_\_\_\_  
Paul Benoit, City Administrator

ATTEST:

\_\_\_\_\_  
John Tulloch, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney  
Chad Herrington, Assistant City Attorney

**PEF**

PIEDMONT EDUCATIONAL FOUNDATION, a nonprofit support group of Piedmont Unified School District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_