AGENDIZED ITEMS – The public is entitled to address the Committee on items appearing on the agenda before or during the Committee consideration of that item. Each speaker will be limited to approximately three minutes.

1. ROLL CALL

2. PUBLIC COMMENT PERIOD

3. REPORTS
   a. Considering – information provided by the Contra Costa Horsemen's Association and determining whether or not to extend their lease. Report by Justin Ezell, Director of Public Works.

4. ADJOURNMENT

ADA NOTICE AND HEARING IMPAIRED PROVISIONS
In accordance with the Americans with Disabilities Act and California Law, it is the policy of the City of Concord to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the ADA Coordinator at (925) 671-3031, at least five days in advance of the hearing. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

Distribution: City Council
Valerie Barone, City Manager
Susanne Brown, City Attorney
Kathleen Trepa, Assistant City Manager
Joelle Fockler, City Clerk
Staff Report

Date: April 17, 2019

To: Council Committee on Recreation, Cultural Affairs & Community Services

From: Valerie J. Barone, City Manager

Prepared by: Justin Ezell, Director of Public Works
   Justin.ezell@cityofconcord.org
   (925) 671-3231

Subject: Considering information provided by the Contra Costa Horsemen’s Association and determining whether or not to extend their lease

Report in Brief
The Contra Costa Horsemen’s Association leases two parcels of real property from the City. The property is situated at 3119 Grant Street where the Don Fernando Pacheco Adobe is located. The property is poorly maintained; however, the Contra Costa Horsemen’s Association wishes to enter into a lease agreement with the City for a period of no less than five years. City staff recommends that the City terminate the lease unless the Horsemen’s Association provides sufficient justification to continue the partnership.

Recommended Action
Hear the information presented by the Contra Costa Horsemen’s Association and direct staff to proceed in one of two directions:

   a. Terminate the month-to-month lease agreement with the Contra Costa Horsemen’s Association; or

   b. Work with the City Attorney’s office to develop a new lease with the Horsemen’s Association and includes terms that are more current and which provide greater benefit to the Concord community.

Background
The Don Fernando Pacheco Adobe is situated next to the 26-acre Hillcrest Park at Grant Street and Olivera Road. The Adobe is listed by the National Register of Historic
Plates and the California State Parks Office of Historic Preservation. The City acquired the Don Fernando Pacheco Adobe from Contra Costa County in 1979. The conveyance was subject to a lease between the County and the Contra Costa Horsemen’s Association, which was executed on December 11, 1940.

Following conveyance, the lease between Contra Costa County and the Horsemen’s Association was terminated, and the City entered into a twenty-five (25) year lease for the two parcels with the Horsemen’s Association on March 26, 1979. The two parcels contain the Don Fernando Pacheco Adobe, a caretaker home, and a horse arena. The 1979 lease was amended in 1997 and a new expiration date of March 26, 2014, was set.

The Contra Costa County Horseman’s Association was established in 1938 to promote activities and education associated with horse riding and equestrian care, and through the years has become a link to the area’s rural past. More information is available on their website, [http://www.contracostacountyhorsemansassociation.com/](http://www.contracostacountyhorsemansassociation.com/). Since 1979 the Association has rented its property from the City at one dollar per year. As part of the lease, the Association is required to open the historic adobe to the public every Friday from 9 am to 5 pm. Otherwise, use of the property is controlled by the Association, including renting the adobe for private events.

In 2015 and 2016 the City extended the Horsemen’s Association Lease Agreement for periods of one year each. In October 2016 the City Council directed the Recreation, Cultural Affairs and Community Services Committee to evaluate the lease, consider the need for investment in the maintenance/upkeep of the facility, and consider future uses of the facility. Given the age of the structure and its deteriorating condition over time, more substantial renovations and reinvestment in the property are known to be necessary.

On February 15, 2017, the Council Committee on Recreation, Cultural Affairs and Community Services met to consider a lease extension and use of the property. In attendance were members of the Horsemen’s Association and members of E Clampus Vitus, which has volunteered to complete maintenance projects at the Adobe. Following a period of questions and answers, the Committee requested that the Horsemen’s Association return to a future committee meeting with more information.

On June 26 and on July 25, 2017, the Council Committee on Recreation, Cultural Affairs and Community Services met additional times to consider the lease extension and use of the property.
On September 26, 2017, the City Council approved an amendment to the existing lease with the Horsemen’s Association, to continue honoring that agreement on a month-to-month basis.

On November 19, 2018, the Council Committee on Recreation, Cultural Affairs & Community Services received an update on the lease with the Horsemen’s Association. In attendance were three members of the Horsemen’s Association, including the President and Treasurer.

After a period of questions and answers, the Committee agreed to provide the Horsemen’s Association a six-month period to organize themselves. The Committee directed the Horsemen’s Association to return in April 2019 with the following:

1. Any financial commitments they are able to make to the City in terms of lease/rent amounts, and or maintenance/repair efforts to the property;
2. The benefits the Association brings to the Concord community, such as number of visitors to the Don Fernando Pacheco Adobe and planned/completed improvements to the property, which would justify the Committee in continuing the lease; and
3. A full plan of future events, membership roster, and business plan for the Association.

Analysis
According to the current lease (Attachment 1), the terms related to maintenance indicate that the City is responsible for the majority of buildings’ capital repair and maintenance, with the tenant responsible for upkeep such as landscaping, custodial and fence repair as well as the arena, which is part of the Association’s operation and tenancy. However, the Association has invested its funds and the personal funds of its members to perform some maintenance and upkeep, particularly at the caretaker’s residence. Most recently, in collaboration with the E Clampus Vitus (the “Clampers”), the Association replaced the flooring in the Adobe.

To address concerns related to the deteriorating condition of the buildings, the City engaged the services of a professional consulting firm to perform a condition assessment of the property, including the caretaker’s home and the adobe. The report noted various improvements that were needed from both a short and long term perspective. The costs of the recommended repairs at the time of the report’s writing are noted below.

Investment needs:
- Immediate need: $53,704
- 10-year capital need: $181,495
Key maintenance/repair needs:
- Structural repair
- Roofing repair/replacement
- Wall finishes
- Flooring

On July 25, 2017, this Committee directed staff to investigate potential funding sources that could be used to address these immediate needs of the property. Staff was hoping to find projects that could be completed under budget, freeing up potential funds to be invested in the adobe and caretakers home. Unfortunately, however, the facility maintenance projects completed during the last year have all come in on budget. It is unknown whether or not any future projects will come in under budget, and no dedicated funding sources have been identified for this property.

Also at its July 25, 2017, meeting, the Committee directed staff to begin drafting more current lease terms for consideration by the Committee. To do so, staff can look to several examples of leases and operation agreements the City already has in place. It is the impression of staff, however, that due to financial circumstances and constraints, the Horsemen’s Association is unprepared to enter into a lease with terms that are more current and more favorable to the Concord community. Staff believes that the Association is simply unprepared to take on any more financial burden in terms of maintenance, repair or upkeep, than it is currently performing.

Staff met with members of the Association to better understand its current operation, membership rate, and planned maintenance activities and events. In years past, the Association sponsored approximately six, State sanctioned competitions at the Adobe with up to 50 – 60 riders. No competitions have occurred on the property during 2018 or thus far in 2019. The horse arena is in disrepair. The Horsemen’s Association previously reported to this Committee that the arena was scheduled for reopening in April 2019. As mentioned previously, the arena is currently unusable.

In November 2018 the Horsemen’s Association provided a list of Planned Improvements (see Attachment 2). None of the items planned for completion by April 2019 appear to be complete. Staff made several requests to the Horsemen’s Association for updates, but as of the date this writing, the Association has not provided the requested information to staff.

The “planned improvement” list includes a number of other projects recently completed and future projects planned for completion by the Association. These projects range from landscaping improvements to staircase replacement, although the staircase replacement is contingent upon receipt of grants. In November 2018 the Association provide a calendar of past and future events (see Attachment 3) which consists of
meetings, Association fundraisers, and rentals. Competitive horse competitions were not scheduled for 2019. The Association also provided a list of grants and partnerships, which is included as Attachment 4.

Given the Association’s current financial state, inability to provide meaningful maintenance and upkeep of the property, lack of competitive equestrian events, and inability to provide the City with any substantive commitments, staff recommends terminating the lease with the Horsemen’s Association after providing them with sufficient time to vacate the property. Staff further recommends that the Committee continue to review long term, financially sustainable options for the two parcels, and other potential ways the property can be used for the greatest benefit to all of the Concord community.

Financial Impact
As previously mentioned the Contra Costa Horsemen’s Association pays one dollar per year to lease the two parcels of property. The City receives no revenue from the facilities. The City periodically makes minor electrical, plumbing and carpentry repairs to the facility, the costs of which total less than $5,000 over the last few years. The recent condition assessments determined that the property has $53,704 of immediate needs and $181,495 in 10-year capital needs. These costs will need to be addressed regardless of which tenant occupies the location.

Should the property be vacated by the Horsemen’s Association it will become susceptible to vandalism and breaking and entering. Until such time that a permanent use of the property has been identified, staff can minimize unlawful activities by installing the appropriate security systems and by making frequent visits to inspect and secure the property. The costs to perform these activities are minimal and can be covered through existing operational budgets without the need for increases.

Public Contact
The Agenda was posted.

Attachments
1. Lease between the City and Contra Costa Horsemen’s Association
2. Horsemen’s Association Planned Improvements
3. Horsemen’s Association Planned events 2018/2019
4. Horsemen’s Association Grants and Partnerships
AMENDMENT TO LEASE AGREEMENT

This Lease Agreement is entered into on October 1, 2017 ("Effective Date") between the City of Concord, a California municipal corporation ("City") and the Contra Costa County Horsemen’s Association, a non-profit 502(c)(3) corporation.

Whereas, on or about March 26, 1979 the City entered into a lease agreement with the Contra Costa County Horsemen’s Association (CCCHA) of two parcels of real property located on Grant Street in Concord, California for a period of twenty-five (25) years (Attachment A).

Whereas, on or about November 24, 1997 the City and CCCHA amended the terms of the 1979 Agreement with CCCHA, with the new expiration date of March 26, 2014. That Agreement is attached hereto (Attachment B), and is hereinafter referred to as the Horsemen’s Association Agreement.

Whereas, on or about May 5, 2014 the City and CCCHA extended the terms of the Horsemen’s Association Agreement for a period of one (1) year, with the new expiration date of September 30, 2015 (Attachment C).

Whereas, on or about September 3, 2015 the City and CCCHA extended the terms of the Horsemen’s Association Agreement for an additional period of one (1) year, with the new expiration date of September 30, 2016 (Attachment D).

Whereas, on or about October 11, 2016 the City and CCCHA extended the terms of the Horsemen’s Association Agreement for an additional period of one (1) year, with the new expiration date of September 30, 2017 (Attachment E).

Whereas, the original lease and subsequent amendments (Attachments A-E) are hereinafter collectively referred to as the “Lease Agreement.”

Whereas, CCCHA wishes to continue the term of the Lease Agreement on a month-to-month basis. City is amenable to the proposed continuation on a month-to-month basis.

NOW THEREFORE, in consideration of the promises and conditions set forth in the Lease Agreement, the parties mutually desire to amend the Lease Agreement as follows:

1. Section 3 “Terms” is hereby amended as follows: “The Lease will start on October 1, 2017 and will continue as a month-to-month tenancy. To terminate tenancy, HORSEMEN or CITY must give the other party a written 30 day notice of Lease non-renewal.

2. Section 4 “Indemnification” is hereby amended to read as follows: “HORSEMEN agrees to and shall defend (with independent counsel approved by the CITY), indemnify and hold harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney’s fees and other litigation expenses)
arising out of or connected in any way with HORSEMAN'S lease of said parcels. HORSEMAN shall secure and maintain insurance policy limits of no less than:

a. General Liability: $5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance 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: $2,000,000 combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation and Employees Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of $2,000,000 per accident.

The policies are to contain, or be endorsed to contain the following provisions:

a. Additional Insured. CITY, its officers, agents, employees, and volunteers are to be covered as an additional insured as respects: Liability arising out of activities performed by or on behalf of HORSEMAN and operations of HORSEMAN, premises owned, occupied, or used by HORSEMAN. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, or volunteers. Except for worker's compensation, the policies mentioned in this subsection shall name CITY as an additional insured and provide for notice of cancellation to CITY. HORSEMAN shall also provide timely and prompt notice to CITY if HORSEMAN receives any notice of cancellation or nonrenewal from its insurer.

b. Primary Coverage. HORSEMAN'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of HORSEMAN'S insurance and shall not contribute with it.

c. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.

d. Verification of Coverage. HORSEMAN shall furnish CITY with certificates of insurance and the original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to CITY at the time of the execution of this Agreement or before the term commences. Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the right to require complete certified copies of all required insurance policies at any time.
HORSEMEN may, but shall not be required to, maintain insurance against loss or damage to its furniture, portable fixtures and equipment. HORSEMEN hereby waives any claims against the CITY for all loss or damage to such property."

3. The following language shall be added to Section 6 "Maintenance":
   "f. Certified Access Specialist Inspection. As of the Effective Date, neither the parcels nor any buildings thereon have been inspected by a Certified Access Specialist.
g. Prevailing Wages. HORSEMEN acknowledges and agrees that any improvements, repairs, maintenance, or alterations made by or on behalf of HORSEMEN to the Premises, Building, or any portion thereof ("Improvement Work"), whether paid for in whole or part by CITY or which are considered to have been paid for in whole or part by CITY (e.g. which become CITY's property upon the expiration or other termination of this Lease), will constitute [c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds...." California Labor Code Section 1720. Accordingly, HORSEMEN shall comply with applicable prevailing wage policies as set forth in the City of Concord Municipal Code, applicable California Labor Code requirements pertaining to "public works" (California Labor Code Section 1720 et seq., as amended from time to time and implementing regulations), the Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7, as amended from time to time and implementing regulations), and all other applicable decisions, statutes, ordinances, resolutions, decrees, orders, writs, rules, or regulations of any federal, state, regional, county, local or other governmental agency, legislative body, court, authority, administrative agency, regulatory body, commission, joint powers agency or instrumentality ("Laws") addressing the payment of prevailing wages in connection with any Improvement Work (collectively, "Prevailing Wage Laws"). HORSEMEN shall require the general contractor for any Improvement Work to submit, upon request by CITY, certified copies of payroll records to CITY and to maintain and make records available to CITY and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. HORSEMEN shall also include in its general contractor agreement, and in all of its subleases and other contracts, a provision in a form acceptable to CITY which obligates the general contractor and others as applicable (a) to comply with, and to require that their respective subtenants, contractors and/or subcontractors comply with, Prevailing Wage Laws, and (b) upon request by CITY to submit certified copies of payroll records to CITY and to maintain and make such payroll records available to CITY and its designees for inspection and copying, during regular City business hours, at the Premises or at another location within the City of Concord. HORSEMEN shall defend, indemnify and hold harmless CITY and its officers, officials, employees, volunteers, agents and representatives (collectively, "Indemnities") from and against any and all present and future actions, causes of action, claims, cross-claims, disputes, demands, damages (including special and consequential damages), losses, fines, taxes, costs, loss of service, expenses, liabilities, obligations, attorneys' fees, and debts of whatever kind, character, or nature, in law, equity, contract or tort, or otherwise ("Claims"), arising out of or in any way connected with HORSEMEN's obligation to comply with all Laws with respect to any Improvement Work and/or
Prevailing Wage Laws, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Section 1726. HORSEMEN hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with HORSEMEN's obligation to comply with all Laws with respect to the Improvement Work and Prevailing Wage Laws. By waiving, releasing, and forever discharging Claims both known and unknown which are related to or which arise under or in connection with the items set out above, HORSEMEN expressly waives any rights under California Civil Code section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The obligations of HORSEMEN under this Section shall survive the expiration or other termination of the Lease. HORSEMEN shall ensure that its contracts with any contractor(s) contain substantially similar waivers and releases from such contractor(s) in favor of Indemnitees."

4. All other terms and conditions of the Lease Agreement shall remain unchanged, in full force and effect.

IN WITNESS WHEREOF, City and Lessee have respectively entered into this Agreement as of the Effective Date.

LICENSEE:  
Contra Costa Horsemen’s Association, a non-profit corporation,  
By:  
Name: Marie K. Espada  
Its: President

CITY:  
CITY OF CONCORD, a California municipal corporation  
By:  
Valerie J. Barone, City Manager

ATTEST:  
By:  
Joelle Fockler, MMC, City Clerk
APPROVED AS TO FORM:

By:

City Attorney
LEASE

THIS AGREEMENT is entered into on March 26, 1979 between the CONTRA COSTA COUNTY HORSEMAN'S ASSOCIATION, a California non-profit corporation, hereinafter called "HORSEMEN" and the CITY OF CONCORD, a municipal corporation, hereinafter called "CITY".

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and objectives:

1. The CITY is the owner of two parcels of real property located on Grant Street in Concord, California, more particularly described as Assessor's Parcel No. 110-550-013, hereinafter referred to as Parcel A, and No. 110-550-112, hereinafter referred to as Parcel B.

2. CITY acquired Parcel A from Contra Costa County on or about March 6, 1979. The conveyance was subject to a lease entered into between the County and HORSEMEN on December 11, 1940.

3. Parcel B, which is contiguous to Parcel A, is owned by the CITY and has been leased to HORSEMEN since March 9, 1970.

4. The parties hereto desire to consolidate and amend the terms and conditions of the lease to both parcels.

Therefore, in consideration of the covenants and consideration stated herein, the parties mutually agreed as follows:

1. Cancellation of Prior Leases. HORSEMEN and CITY, as assignee of the County of Contra Costa, hereby terminate the lease of Parcel A which was entered into between HORSEMEN and Contra Costa County on December 11, 1940 and which was filed with the County Clerk on January 22, 1941. The parties hereto also terminate the lease between said parties for Parcel B, entered into on March 9, 1970 which is on file in the Office of Concord City Clerk.

2. New Lease. The CITY hereby leases Parcels A and B to HORSEMEN
subject to the conditions and covenants set forth herein.

3. **Terms.** This lease will run from the date first written above for a period of 25 years from said date, or until either party terminates this lease, at any time, with or without cause, by giving the other party a 60-day written notice of an intent to terminate.

4. **Rent.** The rent for both parcels shall be one dollar per year, payable in advance on or before January 1 of each year. Rent may be paid in advance for any number of years chosen by HORSEMAN. In the event of cancellation, rent for years in advance shall be returned to HORSEMAN within 30 days of termination of this lease. Yearly rent will not be prorated for periods of time within the year.

5. **Utilities.** HORSEMAN shall provide all utilities to said parcels at its own expense. Utilities include water, gas, electricity, and garbage service.

6. **Maintenance.** Maintenance of both parcels shall be provided for as follows:

   a. **Gardening.** HORSEMAN shall be responsible for keeping the landscaped areas in a healthy, weed-free and thriving condition, that includes, but is not limited to, mowing the lawn, trimming hedges and regular irrigation and fertilization. CITY shall provide tree trimming and removal, weed spraying and discing of unlandscaped areas at those times to be determined by the City Director of Public Works.

   b. **Cleaning.** HORSEMAN shall be responsible for cleaning all structures located on both parcels, including all restrooms and facilities open to the public or HORSEMAN. Facilities must be cleaned within 24 hours after use. HORSEMAN shall be responsible for the dusting and care of exhibits on display in the Adobe located on Parcel A, as needed.

   c. **Refuse, Animals and Flies.** HORSEMAN shall prevent the
accumulation of refuse and animal excretion in accordance with the provisions of the Concord Municipal Code and prevent the spreading of excess dust and flies according to the procedures recommended by the Contra Costa County Mosquito Abatement District.

d. **Fences, Fixtures, & Structures.** CITY will be responsible for interior and exterior painting and plaster repair, the repair and maintenance of driveways and the well and pump. HORSEME EN will maintain and repair all fences existing on the premises as of the date first written above. Any new fences erected by the CITY shall be maintained by the CITY. CITY will be responsible for structural, electrical, mechanical, plumbing and heating repairs to all structures. In accordance with Section 12 of this agreement, HORSEME N shall be prohibited from making alterations to the Adobe that would diminish its historic value.

e. **Renovation.** Major renovation as referenced to in Section 11 of this agreement is to be undertaken strictly at the discretion of the City. All repairs required by this lease are to maintain the structures only in the condition in which they are received.

7. **Caretaker.** HORSEME N will provide a resident caretaker on the premises. Said caretaker will live in the cottage located on Parcel A and shall function as a watchman for both parcels. The caretaker or a substitute must sleep on the premises every night.

8. **Noise.** HORSEME N shall reasonably control noise and disturbances emanating from the premises and refrain from disturbing the peace and quiet of the surrounding neighborhood.

9. **Sewer Installation.** If HORSEME N desire to connect a sewer to Parcel B, it shall do so solely at its own expense.

10. **Public Use and Access.** The Adobe shall be available for public use and access at those times when it is not being used by HORSEME N.
a. **Museum Day.** At least one day of the week, which will be
designated by the CITY, the Adobe shall be reserved between 9:00 a.m.
and 5:00 p.m. for viewing by the public. HORSEMEN's caretaker shall
be present on the property to unlock and lock the Adobe.

b. **Public Tours.** When the Adobe is not being used by HORSEMEN,
public tours may be scheduled in advance with HORSEMEN's caretaker for
days in addition to Museum Day. HORSEMEN's caretaker shall be present
to unlock and lock the Adobe.

c. **Other Public Use.** When the Adobe is not being used by
HORSEMEN, other occasional use by CITY or other public, commercial or
private organizations may be permitted. Such use shall be authorized
and arranged by HORSEMEN. HORSEMEN shall be permitted to charge other
organizations an amount adequate to meet custodial and maintenance
costs related to such use. A list of occasions when the Adobe is used
by other organizations shall be submitted to the CITY Director of
Public Works annually. The list shall state the organization's name,
type of event and date of use and fee charged, if any. If HORSEMEN
refuses access to the Adobe to any organization on any basis other than
the proposed event conflicts with a HORSEMEN's scheduled event, HORSEMEN
shall be obligated to inform the organization that its decision to deny
use of the Adobe to that organization may be appealed to the CITY Director
of Public Works. In such cases, the CITY Director of Public Works will
arbitrate and may choose to authorize such use. Whenever the Adobe is
used by an organization, HORSEMEN shall provide two members to be present
during said use and to unlock and lock the Adobe. HORSEMEN and the CITY
shall be the sole keyholders of the Adobe keys and the Adobe shall not be
used by any other organization as a mailing address or a repository for
property and effects.
11. **City Access.** The CITY shall have reasonable access to Parcels A and B, at all times, to make inspections and repairs. In the event the CITY undertakes major renovation of the Adobe located on Parcel A, HORSEMEN's right to use said Adobe may temporarily cease. Displacement shall be for that period of time necessary to complete renovation. HORSEMEN's rent and other obligations to be performed under this agreement shall remain in full force and effect.

12. **Improvements.** HORSEMEN shall not erect or remove or substantially alter any improvements to either parcel without the prior written approval of the CITY. Improvements constructed by HORSEMEN shall become and remain the property of the CITY.

13. **Personal Property.** Personal property purchased and stored on said property by HORSEMEN shall remain its personal property.

14. **Indemnification.** HORSEMEN will hold harmless, indemnify and defend the CITY from and against all costs, claims and causes of action of the CITY or others relating to HORSEMEN's lease of said parcels. HORSEMEN shall secure public liability insurance for not less than $100,000 for injury to each person, $300,000 for each occurrence, and $50,000 for property damage for each occurrence. HORSEMEN shall provide the CITY with an Insurance Certificate indicating said coverage which states that the Insurer will give the CITY ten (10) days' written notice prior to cancellation of said insurance.

14. **Notice.** Any and all notices required to be given under this agreement shall be to the parties as follows:

(a) CITY OF CONCORD
    City Hall
    1950 Parkside Drive
    Concord, California 94519
    Attention: City Manager
(b) CONTRA COSTA COUNTY HORSEMAN'S ASSOCIATION
3119 Grant Street
Concord, California 94520

Notices are deemed sufficiently served upon deposit in the United States Mail with first class postage affixed thereto, or by personal delivery.

16. **Assignment.** HORSEMEN shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, association, or individual, except with the express written consent of CITY.

17. **Possessory Tax.** HORSEMEN are solely responsible for any possessory interest tax which may be imposed pursuant to HORSEMEN's lease of said parcels.

18. **Entire Agreement.** This agreement constitutes the entire lease between the parties and may only be amended in a writing signed by both parties.

19. **Attorney's Fees.** In the event either party is required to litigate any provision of this lease, the prevailing party shall be entitled to attorney's fees and costs to be paid by the other party.

**DATE:** March 26, 1979

CITY OF CONCORD, a municipal corporation

By: ________________________
Mayor

APPROVED AS TO FORM:

By: ________________________
City Attorney

ATTEST:

By: ________________________
City Clerk

**DATE:** June 26, 1979

CONTRA COSTA COUNTY HORSEMAN'S ASSOCIATION

By: ________________________

Note: Attach a certified copy of (a) the By-Laws, or (b) the Resolution of the Board of Directors, authorizing execution of this contract.
Contra Costa County Horsemen's Association
3119 Grant Street
Concord, California

June 22, 1979

City of Concord:

We, the Contra Costa County Horsemen's Association, authorize Jack B. Allen to sign the lease for the club.

[Signature]
Pres. Frank Dillem

[Signature]
Sec. Mary Dillem
City of Concord

1950 PARKSIDE DRIVE • CIVIC CENTER • 671-3177

DATE: 26 June 79

NAME: CCC Horsemen's Assoc. c/o F.

STREET ADDRESS: 186 Brown Drive

CITY: Pacheco, CA 94553

NOT AN OFFICIAL RECEIPT UNLESS
VALIDATED BY FINANCE DEPARTMENT

AMOUNT RECEIVED
$ 25.00

DESCRIPTION
Received for rental of above
listed parcels for the period of
25 years for use by the CCC
Horsemen's Association

PREPARED BY:

CUSTOMER:

FIN: 2-1 MAR 76

RECEIPT NO.: 132152
AMENDMENT

to

Lease dated March 26, 1979

between

the City of Concord, a Municipal Corporation, as Landlord

and

the Contra Costa County Horsemen's Association, as Tenant

The above lease covering the premises commonly known as 3119 Grant Street, Parcel A and B, Don Fernando Pacheco Adobe, Concord, California, is hereby amended as follows:

1. The term of this lease shall be extended for an additional ten (10) years, with the new expiration date of March 26, 2014.

2. The tenant is given the option to extend the term on all the provisions contained in this lease for a ten (10) year period ("extended term") following the expiration of the extension described in paragraph No. 1 of this amendment, by giving notice of exercise of the option ("option notice") to the Landlord at least 90 days before the expiration of the term. Provided that, if Tenant is in default on the date of giving the option notice, the option notice shall be totally ineffective, or if Tenant is in default on the date the extended term is to commence, the extended term shall not commence and this lease shall expire on March 26, 2014.

Tenant shall have no other right to extend the term beyond the extended term.

3. The occurrence of any of the following shall constitute a default by Tenant:

1. Failure to pay rent when due, if the failure continues for 30 days after notice has been given to Tenant.

2. Abandonment and vacation of the premises (failure to occupy the premises for 5 consecutive days shall be deemed an abandonment and vacation).

3. Failure to perform any other provision of this lease if the failure to perform is not cured within 30 days after notice has been given to Tenant. If the default cannot reasonably be cured within 30 days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notices given under this paragraph shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this lease within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

4. Indemnification. Tenant will hold harmless, indemnify, and defend the Landlord from and against all costs, claims, and causes of action of the Landlord or others relating to Tenant's lease of...
Amendment to Lease with the Contra Costa County Horsemen's Association
November 18, 1997

said parcels. Tenant shall secure public liability insurance for not less than $500,000 for injury to each person, $1,000,000 for each occurrence, and $300,000 for property damage for each occurrence. Tenant shall provide the Landlord with an Insurance Certificate indicating said coverage which states that the Insurer will give the Landlord ten (10) days' written notice prior to cancellation of said insurance. Tenant shall name Landlord as Additional Insured.

5. All other terms and conditions of the above Lease shall remain in full force and effect.

DATE: 11/20/97

CITY OF CONCORD, a municipal corporation

By: ____________________________
    City Manager

APPROVED AS TO FORM: ____________________________

ATTEST: ____________________________

DATE: 11-19-97

CONTRA COSTA COUNTY HORSEMEN'S ASSOCIATION

BY: ____________________________
Extension of Contract Term – November 20, 1997 Contra Costa County Horsemen’s Association Agreement

On or about November 20, 1997, the City of Concord ("City") and the Contra Costa County Horsemen’s Association (CCCHA) entered an agreement relating to the lease of two parcels of real property located on Grant Street in Concord, California. That Agreement is attached hereto (Attachment A), and is hereinafter referred to as the Horsemen’s Association Agreement.

CCCHA wishes to extend the term of the Horsemen’s Association Agreement through September 30, 2015. City hereby agrees to the proposed extension, as memorialized in this document. With the exception of the term extension formalized herein, all other terms of the Horsemen’s Association Agreement shall remain unchanged, in full force and effect.

Contra Costa Horsemen’s Association

By: Beverly Sneeden
(Sign name and print title)
President: Contra Costa County Horsemen’s Assoc.

City of Concord

Justin Ezell, Public Works Director

Attest
Mary Rae Lehman, City Clerk

Approved as to Form

Mark S. Coon, City Attorney
Extension of Contract Term – November 20, 1997 Contra Costa County Horsemen’s Association Agreement

On or about November 20, 1997, the City of Concord ("City") and the Contra Costa County Horsemen’s Association (CCCHA) entered an agreement relating to the lease of two parcels of real property located on Grant Street in Concord, California. That Agreement is attached hereto (Attachment A), and is hereinafter referred to as the Horsemen’s Association Agreement.

CCCHA wishes to extend the term of the Horsemen’s Association Agreement through September 30, 2016. City hereby agrees to the proposed extension, as memorialized in this document. With the exception of the term extension formalized herein, all other terms of the Horsemen’s Association Agreement shall remain unchanged, in full force and effect.

Contra Costa Horsemen’s Association

By: [Sign name and print title]

City of Concord

Justin Ezell, Public Works Director

Attest

Joelle Fockler, City Clerk

Approved as to Form

Mark S. Coon, City Attorney
LEASE AGREEMENT

This Lease Agreement is entered into on October 11, 2016 (“Effective Date”) between the City of Concord, a California municipal corporation (“City”) and the Contra Costa County Horsemen’s Association, a non-profit 502(c)(3) corporation.

RECITALS

A. On or about March 26, 1979 the City entered into a lease agreement with the Contra Costa County Horsemen’s Association (CCCHA) of two parcels of real property located on Grant Street in Concord, California for a period of twenty-five (25) years (Attachment A).

B. On or about November 24, 1997 the City and CCCHA amended the terms of the 1979 Agreement with CCCHA, with the new expiration date of March 26, 2014. That Agreement is attached hereto (Attachment B), and is hereinafter referred to as the Horsemen’s Association Agreement.

C. On or about May 5, 2014 the City and CCCHA extended the terms of the Horsemen’s Association Agreement for a period of one (1) year, with the new expiration date of September 30, 2015 (Attachment C).

D. On or about September 3, 2015 the City and CCCHA extended the terms of the Horsemen’s Association Agreement for an additional period of one (1) year, with the new expiration date of September 30, 2016 (Attachment D).

E. CCCHA wishes to extend the term of the Horsemen’s Association Agreement through September 30, 2017. City hereby agrees to the proposed extension, as memorialized in this document. With the exception of the term extension formalized herein, all other terms of the Horsemen’s Association Agreement shall remain unchanged, in full force and effect.
IN WITNESS WHEREOF, City and Lessee have respectively entered into this Agreement as of the Effective Date.

LICENSEE:

Contra Costa Horsemen’s Association,
a non-profit corporation,

By: ________________________________
Name: ______________________________
Its: _________________________________

CITY:

CITY OF CONCORD,
a California municipal corporation

By: ________________________________
Name: Valerie J. Barone, City Manager

ATTEST:

By: ________________________________
Joelle Fockler, MMC, City Clerk

APPROVED AS TO FORM:

By: ________________________________
City Attorney
## ATTACHMENT 2 - HORSEMAN'S ASSOCIATION PLANNED IMPROVEMENTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TIMELINE</th>
<th>DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove sapling at driveway entrance</td>
<td>Completed June 2018</td>
<td></td>
</tr>
<tr>
<td>Paint fence along frontage</td>
<td>To Be Completed April 2019</td>
<td></td>
</tr>
<tr>
<td>Landscape frontage</td>
<td>To Be Completed Nov. 2018</td>
<td></td>
</tr>
<tr>
<td>Perform weed abatement (entire property)</td>
<td>Completed July 2018</td>
<td></td>
</tr>
<tr>
<td>Complete arena foundation and surface improvements</td>
<td>In Progress Pending Apr 2019</td>
<td>10 tons of sand has been delivered. Trying to obtain Bay Area Barns &amp; Trails Grant for 2019 to complete, as well as fundraising efforts</td>
</tr>
<tr>
<td>Repaint arena panels</td>
<td>In Progress Pending Apr 2019</td>
<td>May be completely replacing panels pending donate a panel fundraiser. So Far we have raised enough money for 10 panels.</td>
</tr>
<tr>
<td>Lift trees on entire property</td>
<td>Started June 2018</td>
<td></td>
</tr>
<tr>
<td>Replace adobe attic staircase</td>
<td>To Be Completed July 2019</td>
<td>Pending Grants</td>
</tr>
<tr>
<td>Paint adobe</td>
<td>To Be Completed by April 2019</td>
<td></td>
</tr>
<tr>
<td>Repair adobe brick deck</td>
<td>In Progress Pending Apr 2019</td>
<td>We are collecting donated concrete and sand to fix cracks, etc.</td>
</tr>
<tr>
<td>Filling Potholes in Driveway</td>
<td>In Progress.</td>
<td>We have been using QPR (Quality Pavement Repair) to fill in potholes in the driveway.</td>
</tr>
<tr>
<td>Remove Bathtubs from wash racks</td>
<td>Completed July 2018</td>
<td></td>
</tr>
<tr>
<td>New Bleachers</td>
<td>Completed July 2018</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Event Description</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Jan-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/6/2018</td>
<td>Rental for 60th Birthday Party</td>
<td></td>
</tr>
<tr>
<td>1/12/2018</td>
<td>CCCHA Monthly Board Meeting 5pm-6pm</td>
<td></td>
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<tr>
<td>1/12/2018</td>
<td>Clamper's Monthly Meeting 7pm - 12am</td>
<td></td>
</tr>
<tr>
<td>1/13/2018</td>
<td>Rental for Baby Shower</td>
<td></td>
</tr>
<tr>
<td>1/19/2-18</td>
<td>CCCHA Monthly Potluck</td>
<td></td>
</tr>
<tr>
<td>Feb-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/9/2018</td>
<td>CCCHA Monthly Board Meeting 5pm-6pm</td>
<td></td>
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<tr>
<td>2/9/2018</td>
<td>Clamper's Monthly Meeting 7pm - 12am</td>
<td></td>
</tr>
<tr>
<td>2/17/2018</td>
<td>Rental for Birthday Party</td>
<td></td>
</tr>
<tr>
<td>2/23/2018</td>
<td>CCCHA Monthly Potluck</td>
<td></td>
</tr>
<tr>
<td>Mar-18</td>
<td></td>
<td></td>
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<tr>
<td>3/3/2018</td>
<td>Club Clean Up Day</td>
<td></td>
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<tr>
<td>3/9/2018</td>
<td>CCCHA Monthly Board Meeting 5pm-6pm</td>
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<tr>
<td>3/9/2018</td>
<td>Clamper's Monthly Meeting 7pm - 12am</td>
<td></td>
</tr>
<tr>
<td>3/17/2018</td>
<td>Rental Kiwanis Club International St. Patrick's Day Dinner</td>
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<tr>
<td>23-Mar</td>
<td>CCCHA Monthly Potluck</td>
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<tr>
<td>Apr-18</td>
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<tr>
<td>4/13/2018</td>
<td>CCCHA Monthly Board Meeting 5pm-6pm</td>
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<tr>
<td>4/13/2018</td>
<td>Clamper's Monthly Meeting 7pm - 12am</td>
<td></td>
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<tr>
<td>4/21/2018</td>
<td>Rental Baby Shower &amp; Wedding Reception</td>
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<tr>
<td>4/28/2018</td>
<td>Rental Wedding</td>
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<tr>
<td>May-18</td>
<td></td>
<td></td>
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<tr>
<td>5/5/2018</td>
<td>Rental Cinco De Mayo Party</td>
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<tr>
<td>5/11/2018</td>
<td>CCCHA Monthly Board Meeting 5pm-6pm</td>
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<td>5/11/2018</td>
<td>Clamper's Monthly Meeting 7pm - 12am</td>
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<tr>
<td>5/12/2018</td>
<td>Rental Memorial</td>
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<tr>
<td>5/19/2018</td>
<td>Rental College Graduation</td>
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<tr>
<td>Jun-18</td>
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<tr>
<td>6/2/2018</td>
<td>Rental Graduation Party</td>
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<tr>
<td>6/8/2018</td>
<td>CCCHA Monthly Board Meeting 5pm-6pm</td>
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<td>6/8/2018</td>
<td>Clamper's Monthly Meeting 7pm - 12am</td>
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<tr>
<td>6/9/2018</td>
<td>Rental - Graduation Party</td>
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<td>6/16/2018</td>
<td>Rental - Boot Camp Send Off Party</td>
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<td>30-Jun</td>
<td>Chili Cook Off Fundraiser</td>
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<td>Jul-18</td>
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<tr>
<td>4-Jul</td>
<td>Concord 4th Of July Parade</td>
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<tr>
<td>13-Jul</td>
<td>CCCHA Monthly Board Meeting 5pm-6pm</td>
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<tr>
<td>13-Jul</td>
<td>Clamper's Monthly Meeting 7pm - 12am</td>
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<tr>
<td>21-Jul</td>
<td>Rental Clamper's Family Day</td>
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<tr>
<td>27-Jul</td>
<td>CCCHA Monthly Potluck</td>
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<tr>
<td>28-Jul</td>
<td>Rental Society for Creative Anachronism</td>
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<tr>
<td>Aug-18</td>
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<tr>
<td>10-Aug</td>
<td>CCCHA Monthly Board Meeting 5pm-6pm</td>
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<tr>
<td>Date</td>
<td>Event Description</td>
<td>Time</td>
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<tr>
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<tr>
<td>10-Aug</td>
<td>Clamper's Monthly Meeting</td>
<td>7pm - 12am</td>
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<tr>
<td>8/11/2018</td>
<td>Clamper's Initiation Day 2018</td>
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<tr>
<td>8/18/2018</td>
<td>Rental - First Communion</td>
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<tr>
<td>8/24/2018</td>
<td>CCCHA Monthly Potluck</td>
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<tr>
<td></td>
<td><strong>Sep-18</strong></td>
<td></td>
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<tr>
<td>9/1/2018</td>
<td>Rental - 90th Birthday Party</td>
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<tr>
<td>9/8/2018</td>
<td>Rental - Baby Shower</td>
<td></td>
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<tr>
<td>9/14/2018</td>
<td>CCCHA Monthly Board Meeting</td>
<td>5pm-6pm</td>
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<tr>
<td>9/14/2018</td>
<td>Clamper's Monthly Meeting</td>
<td>7pm - 12am</td>
</tr>
<tr>
<td>9/28/2018</td>
<td>CCCHA Monthly Potluck</td>
<td></td>
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<tr>
<td></td>
<td><strong>Oct-18</strong></td>
<td></td>
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<tr>
<td>10/5/2018</td>
<td>Rental - Engagement Party</td>
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<tr>
<td>10/12/2018</td>
<td>CCCHA Monthly Board Meeting</td>
<td>5pm-6pm</td>
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<tr>
<td>10/12/2018</td>
<td>Clamper's Monthly Meeting</td>
<td>7pm - 12am</td>
</tr>
<tr>
<td>10/20/2018</td>
<td>Rental - Birthday Party</td>
<td></td>
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<tr>
<td>10/27/2018</td>
<td>CCCHA Fall Festival Fundraiser</td>
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<tr>
<td></td>
<td><strong>Nov-18</strong></td>
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<tr>
<td>11/9/2018</td>
<td>CCCHA Monthly Board Meeting</td>
<td>5pm-6pm</td>
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<tr>
<td>11/9/2018</td>
<td>Clamper's Monthly Meeting</td>
<td>7pm - 12am</td>
</tr>
<tr>
<td>11/17/2018</td>
<td>CCCHA Thanksgiving Dinner Fundraiser</td>
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<tr>
<td></td>
<td><strong>Dec-18</strong></td>
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<tr>
<td>12/8/2018</td>
<td>CCCHA Hearts for Hooves Fundraising Gala</td>
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<tr>
<td>12/14/2018</td>
<td>CCCHA Monthly Board Meeting</td>
<td>5pm-6pm</td>
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<tr>
<td>12/14/2018</td>
<td>Clamper's Monthly Meeting</td>
<td>7pm - 12am</td>
</tr>
<tr>
<td>12/15/2018</td>
<td>CCCHA Christmas Dinner Fundraiser</td>
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<td></td>
<td><strong>Jan-19</strong></td>
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<tr>
<td>Jan-19</td>
<td>CCCHA Monthly Board Meeting</td>
<td>5pm-6pm</td>
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<tr>
<td>Jan-19</td>
<td>Clamper's Monthly Meeting</td>
<td>7pm - 12am</td>
</tr>
<tr>
<td>1/12/2019</td>
<td>Rental Society for Creative Anachronism</td>
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<tr>
<td>1/25/2019</td>
<td>CCCHA Potluck</td>
<td></td>
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<tr>
<td></td>
<td><strong>Feb-19</strong></td>
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<tr>
<td>2/8/2019</td>
<td>CCCHA Monthly Board Meeting</td>
<td>5pm-6pm</td>
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<tr>
<td>2/8/2019</td>
<td>Clamper's Monthly Meeting</td>
<td>7pm - 12am</td>
</tr>
<tr>
<td>22-Feb</td>
<td>CCCHA Potluck</td>
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<td></td>
<td><strong>Mar-19</strong></td>
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<tr>
<td>3/8/2019</td>
<td>CCCHA Monthly Board Meeting</td>
<td>5pm-6pm</td>
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<tr>
<td>3/8/2019</td>
<td>Clamper's Monthly Meeting</td>
<td>7pm - 12am</td>
</tr>
<tr>
<td>3/22/2019</td>
<td>CCCHA Potluck</td>
<td></td>
</tr>
<tr>
<td>3/23/2019</td>
<td>Rental - Wedding</td>
<td></td>
</tr>
</tbody>
</table>

So far these are all of our promised dates. We will be having a January Meeting to determine calendar for 2019. Events for 2019 include: Mother's Day Tea Party Fundraiser; Spring Carnival Fundraiser; Horse Obstacle Challenge Weekend; English/Western Horse Shows; Thursday Night Barrel Races; Father's Day BBQ Event; Fall Festival Fundraiser; Tack Swaps; Movie Night Fundraiser; Hearts for Hooves 2nd Annual Gala; Chili Cook Off; Western Days Fundraiser.
## Grants to Be Obtained

### Building

I have sent emails to The National for Historic Preservation to help with what are the best grants to apply for 2019 for preservation of the adobe.

### Arena

Bay Area Barns and Trails 2019

## Partnerships

### We are still going to continue our partnership with the Clamper's Club to continue their monthly meetings.

### We are working on establishing another partnership with Society for Creative Anachronism.

They are a historical reenactment group that is hoping to hold their monthly meetings in the clubhouse as well as hold all of their reenactment events at the club.

### We already have their first event schedules in January 2019

### We had tried a partnership with Agave Mexican Grill but the gentleman never showed up to discuss or see