



Office of the City Manager

04

CONSENT CALENDAR

November 10, 2020

To: Honorable Mayor and Members of the City Council  
From: Dee Williams-Ridley, City Manager  
Submitted by: Scott Ferris, Director, Parks Recreation and Waterfront  
Subject: Lease for 5385 Cazadero Hwy, Cazadero, CA 95421 – Cazadero Performing Arts Camp (CPAC)

RECOMMENDATION

Adopt first reading of an Ordinance authorizing the City Manager to execute a lease agreement and necessary amendments with Cazadero Performing Arts Camp, at 5385 Cazadero Hwy, Cazadero, CA 95421 for a term of twenty-five (25) years, with an option to renew for ten (10) years.

FISCAL IMPACTS OF RECOMMENDATION

Total rent will be \$45,000/year, escalating annually by CPI. Currently, CPAC rent is \$52,518/year, but they only pay \$10,000/year to the city. The rest is a rent credit to offset their capital and maintenance expense. The \$10,000 payment does not cover the City's out-of-pocket costs for taxes, staffing, routine tree maintenance and insurance. In the first 10 years of the lease, the tenant will complete an estimated \$800,000 in capital improvements, and will invest in the camp at similar levels thereafter; and they will complete tree maintenance work up to \$45,000 every 3 years. Currently, CPAC spends approximately \$60,000/year on capital improvements and \$0/year on tree maintenance. These increases will offset the City's out-of-pocket costs for taxes, staffing, routine tree maintenance and insurance.

Lastly, the tenant will offer at least \$10,000 in scholarship funding to Berkeley residents, and this funding will not exceed \$20,000 per calendar year unless it is financially feasible. These caps will increase annually based on CPI. This is to ensure that CPAC reaches more youth that come from economically disadvantaged backgrounds.

CURRENT SITUATION AND ITS EFFECTS

CPAC has been operating at the City-owned property at 5385 Cazadero Hwy, Cazadero, CA for the past 60 years. Their lease expires in February 2021 with no holdover provision. The City and CPAC have negotiated new lease terms that increase the rent, increase investment in the property, contribute financially to tree maintenance, and increase investment in scholarships. City staff reviewed these lease terms with the Council in closed session on July 28, 2020.

The lease term will be 25 years, with one 10-year option. The City and CPAC identified \$1.2m in high priority needs following facility condition and ADA assessment reports commissioned this year. CPAC has agreed to take on an estimated \$800,000 of this work over 10 years, which averages to \$80,000/year. The City will make best efforts over the next 5 years to complete the \$400,000 in needed improvements. If the City is unable to fund the improvements within 5 years, a rent reduction in years 6-10 of \$40,000/year, for a total of \$200,000 will be activated.

### BACKGROUND

The property at 5385 Cazadero Hwy, Cazadero, CA was acquired by the City in 1927. From the 1930s to the 1950s, the property was used much like Echo Lake Camp and Tuolumne Camp to offer Berkeley residents recreational and family camp opportunities. In 1959, Bob Lutt, Berkeley High Band Director, became the operator of the Camp, and started a music camp. The City maintained the facilities until 1978, when Prop 13 cut funding for recreation programs statewide, and the budget for the Camp was significantly stripped away. From 1979 through the 80s, the City leased the property to Camps Inc. During that period, the buildings significantly deteriorated.

In 1995, Berkeley-based non-profit Cazadero Performing Arts Camp (CPAC) negotiated the current 25-year lease agreement with the City. This transferred responsibility to the tenant to maintain and improve camp structures. Today the camp serves over 1,200 young musicians each year, ages 10-18, from across the Bay Area and beyond.

### ENVIRONMENTAL SUSTAINABILITY

This lease agreement with Cazadero Performing Arts Camp will enable the Camp to continue providing opportunities for Berkeley residents to engage in the natural environment.

### RATIONALE FOR RECOMMENDATION

If adopted, this Lease Agreement will keep a trusted tenant that has served the community for over 60 years and maintained the Camp in good condition. Cazadero has inspired generations of young musicians, growing into one of Northern California's most popular summer youth music camps.

### CONTACT PERSON

Scott Ferris, Director, Parks, Recreation and Waterfront, 981-6711  
Christina Erickson, Deputy Director, Parks, Recreation and Waterfront, 981-6703  
Denise Brown, Recreation Manager, Parks, Recreation and Waterfront, 981-6XXX

### Attachments:

- 1: Ordinance  
Exhibit A: Lease Agreement

ORDINANCE NO. -N.S.

LEASE AGREEMENT WITH CAZADERO PERFORMING ARTS CAMP FOR THE  
PROPERTY AT 5385 CAZADERO HWY, CAZADERO, CA 95421

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1.

The City Manager or designee is hereby authorized to execute a twenty five-year lease agreement with a ten-year option, including and any amendments necessary, with Cazadero Performing Arts Camp, for the property at 5385 Cazadero Hwy, Cazadero, CA 95421. Such lease shall be on substantially the same terms as set forth in Exhibit A.

Section 2.

The rent will be \$45,000/year, and increase annually based on CPI. Cazadero Performing Arts Camp will complete capital and ADA improvements to the property estimated at \$800,000 for the first 10 years, and will invest at similar levels in future years. Tenant will complete tree maintenance up to \$15,000/year. Tenant will also offer \$10,000-\$20,000 in scholarships. Revenue from this lease will be deposited into the Camps Fund, budget code 330-5995-363.30-01.

Section 3.

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Council Chambers, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

Exhibit

A: Lease Agreement

## LEASE

This AMENDED AND RESTATED LEASE (“Lease”) lease is made on [DATE] (“Effective Date”) between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California ("Landlord") and Cazadero Performing Arts Camp, Inc. ("Tenant"), a California non-profit organization, who agrees as follows:

This lease is made with reference to the following facts and objectives:

Recitals

A. Landlord is the owner of the real property at Cazadero Redwood Camp, Cazadero, California ("premises"), as further described in Exhibit 1, attached to and made a part of this lease.

B. Landlord and Tenant entered into a Lease dated March 1, 1996 (“Existing Lease”) for the entire premises, including the land, buildings, fixtures, improvements, equipment and personal property contained therein, for the purpose of conducting a performing arts camp and related activities.

C. The term of the Existing Lease was originally scheduled to expire on February 28, 2021.

D. Landlord and Tenant wish to enter into this Lease to amend and restate the Existing Lease for the purpose of continuing to conduct a performing arts camp and related activities.

E. Tenant acknowledges that the premises is a unique Berkeley facility and that Tenant has a responsibility to manage and promote its programs so that they benefit a broad cross-section of Berkeley residents. Towards that end, Tenant shall inform Berkeley residents about its performing arts programs and encourage Berkeley residents to participate in such programs, offer camperships to Berkeley children who require financial assistance to participate in such programs, and make an annual report to Landlord about such programs as well as about the condition of the premises, as set forth in Section 6 below.

F. Tenant is currently in possession of the premises and is fully informed as to the condition thereof. Tenant hereby accepts the premises in its present “AS IS” condition.

Now, therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration received, Landlord and Tenant hereby mutually agree that the Existing Lease be amended and restated in its entirety as follows:

1. Term

The term of this lease commenced on March 1, 1996 and shall expire December 31, 2045. If Landlord decides not to renew this Lease, Landlord shall notify Tenant at least twenty-four (24) months prior to the expiration date of the Lease of its intentions to terminate this Lease. If

Landlord decides to lease the premises to a third party upon the expiration of this lease, Landlord shall immediately notify Tenant of any third party lease offers and Tenant shall have the first right of refusal to lease the premises from Landlord under substantially similar terms and conditions as those agreed to between Landlord and the third party. If Landlord decides not to terminate this lease, and provided Tenant is not in default, Tenant shall have an option to extend the term of this Lease for a period of ten (10) years by giving notice to Landlord at least eighteen (18) months prior to the expiration of the lease, but no earlier than twenty-four (24) months prior to expiration.

At the expiration or termination of this lease, Tenant agrees to quit and surrender possession of the premises to Landlord in good order and condition. Tenant shall not leave or allow to remain on the property any garbage, refuse, debris, or personal property. Tenant will pay Landlord any removal costs incurred by Landlord.

2. Rent

Tenant shall pay a yearly rent of forty-five thousand dollars (\$45,000) per year. Rent shall be due on or before March 1 of each year. Beginning on March 1, 2022, and annually thereafter, the yearly rent shall be increased by the percentage equal to the percentage that the Consumer Price Index (CPI) (as defined below) increased during the immediately preceding twelve (12) month period ending ninety (90) days prior to the date of adjustment. For purposes of this Lease, "CPI" means the United States Department of Labor, Bureau of Statistics Consumer Price Index for all Urban Consumers (CPI-U), and specifically that portion of the CPI-U relating to the San Francisco Area. At no time shall the CPI increase fall below zero. The CPI adjustment applies both to the initial term and any extension term.

3. Capital Improvements and Repairs

- a. During the first ten (10) years of the lease, Tenant shall complete property improvements as set forth in Table 1.
- b. The parties acknowledge that the cost estimates set forth in Table 1 do not constitute commitments to spend a certain amount of money, and that the actual costs may be higher or lower than the estimates.
- c. Landlord will make its best efforts to complete the property improvements set forth in Table 2. If the City is unable to fund the project on or before February 28, 2026, Tenant's rent shall be reduced by \$40,000 per year from March 1, 2026 through February 28, 2031 of the lease.
- d. In year ten (10) of the lease, Tenant and Landlord shall develop new schedules of property improvements and ADA work similar to the level of investment in the first ten (10) years, adjusted for inflation.
- e. Tenant shall not make any major alterations or improvements to the premises without the Landlord's prior written consent. Written approval from Landlord is required before work on any major plans can commence. "Major plans," for

purposes of this Lease, shall include any life safety improvements, work required to meet government standards (such as the Americans with Disabilities Act), and structural elements or projects exceeding \$20,000 in cost. All such alterations shall be made at Tenant's sole expense and the plans and specifications and a statement of the estimated cost of such work submitted to and approved by Landlord.

- f. Landlord and Tenant shall meet quarterly to discuss capital improvements and repairs. If Landlord and Tenant mutually agree that it is necessary to perform unanticipated or extraordinary capital improvements, or tree maintenance exceeding \$45,000 in cost over three years, in order to preserve the safety and welfare of the camp, Landlord and Tenant shall meet to identify the best strategy for completing and funding the work. Such improvements or maintenance may be performed by Landlord or by Tenant. In Landlord's sole discretion, Landlord may partially or fully reimburse Tenant for any costs incurred for such improvements or maintenance.
- g. Tenant is responsible for obtaining all plans, permits, and approvals which may be required in order to complete the capital improvements and repairs that it makes to the premises. Tenant shall submit copies of all such plans and permits to Landlord prior to commencing any such improvements or repairs. Landlord shall cooperate with Tenant in obtaining any of the foregoing approvals and/or permits.
- h. Tenant shall comply with all prevailing wage requirements of California Labor Code Sections 1720 et seq. to the extent such requirements are applicable to Tenant's work.
- i. Any capital improvements and repairs that Landlord approves, reimburses, or pays Tenant to complete, shall become part of the premises and shall be considered the property of Landlord.
- j. All alterations, improvements or additions that are now or in the future attached permanently to the premises shall be the property of Landlord and remain with the premises at the termination of this lease. Notwithstanding the foregoing, Landlord may elect, within thirty (30) days of the termination of the lease, to require Tenant, at its cost, to remove any alterations, improvements or additions Tenant has made to the premises, provided that such alterations, improvements or additions were not approved, paid for, or reimbursed by the Landlord during the term of this lease.
- k. Upon expiration of this lease, Tenant shall surrender the premises to Landlord with the premises' buildings, improvements, equipment, fixtures and personal property, in substantially the same, or better, condition as they were at the commencement of this lease, normal wear and tear excepted.

4. Maintenance. Security and Regulations

Tenant shall be responsible for maintaining the premises. Tenant shall be responsible for all expenses associated with the maintenance and operation of the premises to maintain the camp property in good condition. For the purposes of this section, "maintaining" the premises shall include: 1) all repairs which are not approved by Landlord, 2) replacement of non-fixed equipment and personal property, 3) repair to buildings and structures to keep the facilities in the condition the Tenant received the property, or better, normal wear and tear excepted, and 4) replacing any equipment or structures damaged due to misuse, vandalism or neglect. Tenant shall not otherwise be responsible for replacing major structures that can no longer be repaired. Such responsibilities shall include a year-round caretaker and a person with the required water treatment certification. Tenant shall comply with all Sonoma County health, safety and building regulations and any related inspection, certification and permits requirements. Tenant shall comply with all permit, sampling and reporting requirements for the Camp's water and pool systems and shall provide Landlord with copies of any such permits and reports.

5. Berkeley Outreach

a. Publicity and Recruitment

Tenant shall broadly advertise its programs to Berkeley residents, and widely publicize its campership application and policy. Tenant shall work closely in cooperation with regional agencies, including but not limited to the City of Berkeley, Berkeley schools, and local organizations, to identify and recruit scholarship applicants who are economically disadvantaged and/or have little or no prior experience with learning, playing, or performing music. Tenant shall make efforts to work with these agencies to recruit staff who are reflective of the diversity of the City of Berkeley.

b. Berkeley Scholarships.

Tenant shall offer fee waivers of at least 50% to Berkeley residents who qualify for financial aid based on meeting the definition of "very low income" or "extremely low income" established by the U.S. Department of Housing and Urban Development (HUD) for the Oakland-Fremont region. Tenant shall not deny Berkeley residents access to programs due to lack of funds. If a Berkeley resident qualifies for financial aid and affirms that the 50% fee waiver is not sufficient, Tenant shall offer higher levels of financial aid, up to a 100% full fee waiver to allow them to access camp programs.

Tenant shall offer a minimum of \$10,000 in scholarship funding to Berkeley residents each year, but shall not be required to exceed \$20,000 in scholarship funding annually. These minimum and maximum scholarship amounts shall be adjusted annually based on the CPI, calculated pursuant to Section 2 of this Lease.

Notwithstanding the above, scholarships shall be offered to participants subject to camp program eligibility and artistic requirements of the session(s) for which they are registered.

Scholarships provided will be recorded in annual reports to the City.

c. Berkeley Education Programs

Tenant shall provide at least one weekend or weeklong introduction to music session designed to introduce performing arts programs or music programs to Berkeley youth and/or families who have little or no exposure to music. Examples of such programming includes, but is not limited to, (1) the current JumpStart in Music program for Berkeley 5th graders, or (2) coordinating a cohort of Berkeley elementary school students at the youngest summer camp session. Participants in these programs shall be eligible for scholarships described in Section 5.b.

d. Priority Enrollment for Berkeley Residents

Tenant shall provide Berkeley residents with registration privileges which shall include deadline extensions and a reserved registration window each year, from the opening of registration through October 31, in which every qualified Berkeley applicant shall be admitted, subject to camp program eligibility and artistic requirements of the session(s) for which they are registered.

e. Berkeley groups

Groups whose primary office or place of business is located in Berkeley will receive a ten percent (10%) discount off the rental rates the Tenant regularly charges in subleases.

f. Annual Report

Tenant shall make an annual report to Landlord about its performing arts, campership, scholarship and education programs, and about the amount of participation in such programs by Berkeley children during the prior year. Tenant shall also make an annual report to Landlord about the condition of the premises and about Tenant's efforts to improve the condition of the premises during the prior year.

6. City Use of Camp

Landlord reserves the right to use the premises, at no cost, for up to five (5) days per year, provided the dates do not conflict with the Music Camp's programming or periods booked by existing sublessees. Landlord shall request use of the premises at least sixty (60) days in advance. If the requested date is unavailable, Tenant shall propose at least two alternative dates as close as possible to the requested date. Landlord shall compensate Tenant for any services it requires, such as catering or maintenance.

7. Anti-Discrimination

A. Non-Discrimination Against Persons With Disabilities

a. If Tenant provides any aid, service or benefit to others on the City's behalf, Tenant shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Tenant shall further observe and comply with all applicable federal, state, municipal and



local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.

b. If Tenant is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Tenant shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Tenant. All Tenant's activities must be in accordance with these laws, ordinances, codes and regulations, and Tenant shall be solely responsible for complying therewith.

c. Notwithstanding the above terms, Tenant shall be responsible for compliance under Title II of the Americans with Disabilities Act of 1990, and any amendments thereto ("ADA"), with respect to Tenant-performed capital improvement work and ADA work in Table 1 and in future schedules of improvements. ] Landlord shall be responsible for ADA compliance as to capital improvements in Table 2, any other City-performed capital improvements, and all other areas of compliance with respect to the facilities that is not otherwise expressly assigned to Tenant. If additional improvements or alterations must be conducted in addition to those already identified in current or future tables of improvements, Landlord and Tenant shall negotiate strategies for funding and completing such work pursuant to the process in Section 3.d.

**B. City Non-Discrimination Ordinance**

Tenant agrees to comply with the provisions of Berkeley Municipal Code Chapter 13.26, as amended from time to time, if applicable. In the performance of this lease, the Tenant agrees as follows:

a. The Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. The Tenant shall permit the Landlord access to records of employment advertisements, application forms, EEO-I forms, affirmative action plans and any other documents which, in the opinion of the Landlord, are necessary to monitor compliance with this non-discrimination provisions, and will, in addition, fill-out in a timely fashion, forms supplied by the Landlord to monitor these non-discrimination provisions.

**C. Required Accessibility Disclosure**

a. Landlord hereby advises Tenant that the premises and improvements have undergone an inspection by a Certified Access Specialist ("CAsp"), and it was determined that the premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.51 et seq.. To the best of Landlord's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the

effective date which have impacted the premises' compliance with accessibility standards. Landlord has provided, at least forty-eight (48) hours prior to execution of this Amended and Restated Lease, a copy of such CASp report to Tenant. Tenant agrees that information in the report shall remain confidential, except as necessary for Tenant to complete repairs and corrections of violations of construction-related accessibility standards.

b. Landlord shall have no responsibility to make any repairs or modifications to the premises in order to comply with accessibility standards, except as set forth in other provisions of this Lease, including Section 7.A.c..

8. Nuclear Free Berkeley

Tenant agrees to comply with Berkeley Municipal Code Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

9. Taxes and Assessments

a. Tenant recognizes and understands that this lease may create a possessory interest subject to assessment of utility, sales and user taxation, and that the Tenant will be responsible for the payment of said taxes levied by Sonoma County on such interest.

b. Landlord shall pay any taxes on the premises, including Sonoma County property taxes, which stem from its ownership of the premises.

10. Utilities

Tenant agrees to pay any and all charges without limitation for electricity, gas, heat, cooling, telephone, sewer use, water, refuse collection and other utilities used in the premises. Tenant shall arrange for refuse collection.

11. Indemnification.

Tenant shall indemnify, defend and hold Landlord, its officers, agents, volunteers and employees harmless from: 1) all claims of liability for any damage to property, or injury or death to any person occurring in, on, or about the premises; 2) all claims of liability arising out of Tenant's failure to perform any provision of this lease, or any act or omission by Tenant, its subtenants, agents, contractors, business invitees or employees; and 3) all damages, liabilities, fines, penalties, and any other consequences arising from any noncompliance or violation of any laws, ordinances, codes, or regulations, including but not limited to all applicable provisions of the Occupational Safety and Health Act of 1979 and the Americans with Disabilities Act of 1990. Except, however, that Landlord shall indemnify, defend and hold Tenant, its officers, agents, volunteers and employees harmless from all claims of liability for damage resulting from the acts or omissions of Landlord or its authorized representatives.

12. Insurance

a. Tenant at its cost shall maintain public liability and property damage insurance, covering property owned by Tenant (or for which Tenant is legally liable) located on the premises, with a single combined liability limit of two million dollars (\$2,000,000) including property damage limits of not less than two hundred thousand dollars (\$200,000), insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises. All insurance shall name the City of Berkeley, its officers, agents, volunteers and employees as additional insured and shall be primary insurance as respects the City of Berkeley, its officers, agents, volunteers and employees. If the insurance referred to above is written on a Claims Made form, then following termination of this lease, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this lease.

b. Tenant at its cost shall maintain on all its personal property, in or about the premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements. This coverage shall be considered primary, and the proceeds from any such policy shall be used by Tenant for the replacement of personal property.

c. If Tenant employs any person, it shall carry worker's compensation and employer's liability insurance and shall provide a certificate of insurance to the Landlord. The workers' compensation insurance shall: provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and condition of said insurance except upon thirty (30) days prior written notice to the Landlord (ten (10) days in the case of cancellation due to non-payment of premium); provide for a waiver of any right of subrogation against Landlord to the extent permitted by law; and be approved as to form and sufficiency by Landlord.

d. Tenant certifies that the general liability policies under this lease are inclusive of and do not exclude coverage for sexual abuse and molestation.

e. Tenant shall forward all insurance documents to Parks Recreation & Waterfront Department, City of Berkeley, 2180 Milvia Street, Third Floor, Berkeley, California, 94704.

f. Tenant shall obtain "course of construction" insurance for any new, free-standing facility costing more than ten thousand dollars (\$10,000). Tenant shall notify Landlord when any said facility is ready for occupancy so that Landlord may add the facility to its property insurance program.

g. Tenant shall notify Landlord of construction plans and projected cost in advance of any improvements to existing facilities costing more than ten thousand dollars (\$10,000) so that the Landlord may insure each said facility for the value of total cost while improvements are in progress. For the purposes of this subsection, Landlord's insurance shall name Tenant as an additional insured.

13. Compliance with Law and Safety

a. Tenant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Tenant's activities, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, laws governing the use or disposal of hazardous waste or materials, and all applicable federal, state, municipal, and local safety regulations. All Tenant's activities must be in accordance with these laws, ordinances, codes, and regulations, if applicable.

b. Tenant shall perform background checks on all employees and volunteers with regular or direct contact with minors. Such background checks shall include, at minimum, a criminal records check and a state and national sexual offender registry check. .

14. Assignment and Sublease

Neither party may assign this lease. Tenant may sublease the premises, in whole or in part, to individuals or organizations that are compatible with Tenant's performing arts programs, including, but not limited to Family Camp, Brazil Camp, and Berkeley High School. All subleases exceeding fifteen (15) calendar days must receive prior written consent from the City.

15. Timber and Mineral Rights; Tree Maintenance

Tenant covenants and agrees that this Lease shall not include any mineral or timber rights whatsoever.

Tenant agrees to pay a maximum of \$45,000 every three (3) years for required tree work. The City of Berkeley's Urban Forestry Unit shall determine the scope for any tree work, including but not limited to assessment, pruning, and if necessary, removal. Tenant is responsible for contracting to complete the work based on the City-provided scope. Tenant must use a city approved contractor and submit copies of any necessary permits to Landlord. If Landlord bears any direct cost for tree removal, revenue from timber sales may be used against the costs of tree maintenance, at Landlord's sole discretion. Nothing herein shall prevent Tenant from acting on an emergency basis to prune or trim any dead or dangerous timber that poses an immediate threat to safety.

16. Chemical Pesticide Rodenticide and Herbicide Use

Tenant's use of chemical pesticides, rodenticide and herbicides on the premises shall comply with City of Berkeley Pesticide Use Policy as it exists at the time of such use.

17. Inspection and Quiet Enjoyment

Subject to any legal requirements, Landlord's authorized representative shall have the right to enter the premises at all reasonable times and in a manner that does not unreasonably interfere with Tenant's use of the premises, upon a twenty-four hour notice for any of the following purposes: to determine whether the premises are in good condition and whether Tenant is complying with its obligations under the lease; to do any acts that may be necessary to protect Landlord's interest in the premises; or to perform Landlord' duties under this lease. Notwithstanding the foregoing,

Landlord shall not be required to provide prior notice to Tenant in the event of an emergency. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the premises as provided in this section, except damage resulting from the acts or omissions of Landlord or its authorized representatives.

18. Damage or Destruction

a. In the event the premises is damaged by fire, flood, earthquake or other casualty, Tenant may elect to: 1) terminate this lease without further obligation, 2) obtain a written commitment within thirty (30) days from Landlord to complete and pay for any repairs, or 3) perform the necessary repairs and obtain reimbursement from Landlord.

b. In the event the premises is damaged by fire, flood or other casualty, to the extent that the cost of the repairs equals or exceeds four times Tenant's yearly rent payment, Landlord may, upon thirty (30) days notice to Tenant, elect to terminate this lease and take possession of the premises. In the event of such termination by Landlord, the rent shall be pro-rated and Tenant's sole obligation shall be to surrender the premises to Landlord with the undamaged portions of the site in compliance with paragraph 4(f) of this lease. If Landlord does not so terminate this lease, Landlord shall promptly repair such damage, and rent shall be abated equitably to reflect the diminution of Tenant's ability to use the premises during the entire period from the damage to the completion of the repairs. Landlord acknowledges that a substantial portion of Tenant's use of the premises is during the summer months, and that repairs performed in the summer months may disproportionately affect Tenant's use of the premises; conversely, Tenant acknowledges that restrictions on Tenant's use of the premises during the winter months may have minimal effect on Tenant's use of the premises

19. Eminent Domain

If the whole or any portion of the premises is taken by any paramount public authority under the power of eminent domain, then the rights and obligations of the parties shall be determined as follows: If the premises are totally taken by condemnation, Tenant shall have the right to either terminate this lease or to continue in possession of the remainder of the premises under the terms of this lease. Such right to terminate must be exercised by notifying Landlord within thirty (30) days after possession of the part taken by eminent domain. If Tenant does not terminate this lease within the thirty (30) day period, this lease shall remain in full force and effect except that the fixed rent shall be reduced in the same proportion that the square footage of the premises taken bears to the square footage of the premises immediately before the taking. All damages awarded to Landlord for such taking shall belong to and be the property of Landlord; provided, however, that Landlord shall not be entitled to any portion of the award made for loss of business and of business installations or improvements made by Tenant in accordance with this lease or the value of Tenant's leasehold interest in the premises.

20. Default By Tenant

a. 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 10 days after notice has been given to Tenant.

2. Intentional abandonment and vacation of the premises (failure to occupy the premises for fourteen (14) consecutive days shall be deemed an abandonment and vacation.

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

b. 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 or pay the rent that is in arrears, as the case may be, 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. The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

21. Landlord's Remedies

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. No act by Landlord allowed by this paragraph shall terminate this lease unless Landlord notifies Tenant that Landlord elects to terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the premises, Tenant exclusively shall have the right to assign or sublet its interest in this lease if Tenant obtains Landlord's consent, but Tenant shall not be released from liability.

22. Waiver

No delay or omission in the exercise of any right or remedy shall impair the exercise of such right or remedy for any default or be construed as a waiver for subsequent default of the same or any other lease provision. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. Any waiver by Landlord or Tenant of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Except when termination occurs pursuant to the terms of this lease, only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the premises and accomplish a termination of the lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

23. Excusable Delays

If the performance of any act required of Landlord or Tenant is prevented or delayed by reason of strikes, lockouts, labor disputes, act of God, acts of the public enemy, fire, floods, epidemics, freight embargoes or other cause beyond the control of the party required to perform an act, the performance of such act shall be excused for the period of the delay and the period of the performance of such act shall be extended for thirty (30) days.

24. Breach and Termination

a. In the event of a material breach of this lease by Tenant, Landlord shall provide Tenant with notice specifically describing the breach and demanding correction. Tenant shall have thirty (30) days from the date that it receives notice of the breach to correct it. If Tenant then fails to correct the breach, Landlord may terminate this lease and take possession of the premises from Tenant without further obligation to Tenant.

b. In the event of a material breach of this lease by Landlord, Tenant shall provide Landlord with notice specifically describing the breach and demanding correction. Landlord shall have thirty (30) days from the date that it receives notice of the breach to correct it. If Landlord then fails to correct the breach, Tenant may terminate this lease and surrender possession of the premises to Landlord without further obligation to Landlord.

c. Tenant may terminate this lease at any time upon thirty (30) days' notice Landlord. Tenant's sole obligations, in the event of such termination, shall be to pay a cancellation fee of ten thousand dollars (\$ 10,000) and to surrender possession of the premises to Landlord in accordance with paragraph [3(j)] of this lease.

d. Landlord may terminate this lease upon thirty (30) days' notice to Lessee, if Tenant loses its non-profit status for any reason.

25. Notices

All notices required under this lease must be in writing and must be mailed, by pre-paid, certified U.S. mail, to the principal offices of the parties whose current addresses are set forth below. Notices are effective on the date received.

<u>Landlord:</u> Parks Recreation & Waterfront City of Berkeley 2180 Milvia Street Berkeley, CA 94704	<u>Tenant:</u> Executive Director  Cazadero Performing Arts Camp PO Box 7908 Berkeley, CA 94707
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26. Entire Agreement, Modification, Headings and Effective Date

This lease, including Attachments A and B, constitutes the entire agreement between the parties and supersedes any prior communication, correspondence or agreement between the Landlord and Tenant. This lease cannot be altered or otherwise modified except by a written amendment.

27. Terms Binding on Successors

All the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the successors and assigns of the parties to this lease. The provisions of this section shall not be deemed as a waiver of any of the conditions against assignment set forth above.

28. Time of Essence

Time shall be of the essence of each provision of this lease.

29. Covenants and Conditions

Each term and each provision of this lease performable by Landlord and Tenant shall be construed to be both a covenant and condition.

30. Attorneys' Fees.

If either party commences an action against the other party arising out of or in connection with this lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

31. Governing Law

The laws of the State of California shall govern this lease.

32. Consent of Parties

Whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval.

33. Oppressive States



- a. In accordance with Resolution No. 59,853-N.S., Tenant certifies that it has no contractual relations with, and agrees during the term of this Lease to forego contractual relations to provide personal services to, the following entities:
  1. The governing regime in any Oppressive State.
  2. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
  3. Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of this Lease) for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.
- b. For purposes of this Lease, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.
- c. Tenant's failure to comply with this section shall constitute a default of this Lease and Landlord may terminate this Lease pursuant to Section 20. In the event that Landlord terminates this Lease due to a default under this provision, Landlord may deem Tenant a non-responsible bidder for five (5) years from the date this Lease is terminated.

34. Berkeley Living Wage Ordinance (LWO)

- a. Tenant agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance. If Tenant employs six (6) or more part-time or full-time employees, and generates \$350,000 or more in annual gross receipts, Tenant will be required to provide all eligible employees with City mandated minimum compensation during the term of this lease, as defined in B.M.C. Chapter 13.27, and well as comply with the terms enumerated herein.
- b. Tenant shall be required to maintain all reasonable records and documents that would establish whether Tenant is subject to Berkeley's Living Wage Ordinance (LWO). If Tenant is subject to the LWO, as defined therein, Tenant shall be further required to maintain monthly records of those employees located on the leased Property. These records shall include the total number of hours worked, the number of hours spent providing service on the leased Property, the hourly rate paid, and the amount paid by Tenant for health benefits, if any, for each of its employees providing services under the lease. The records described in this Section shall be made available upon the City's request. The failure to produce these records upon demand shall be considered a default, subject to the provisions contained in Section 21 herein.

- c. If Tenant is subject to the LWO, Tenant shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all subleases in which Tenant enters with regard to the subject premises. Subtenants shall be required to comply with this ordinance with regard to any employees who spend 25% or more of their compensated time on the leased Property.
- d. If Tenant fails to comply with the requirements of this the LWO and this lease, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Tenant's failure to comply with this Section shall constitute default of the lease, upon which City may terminate this lease pursuant to Section 21.

In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Tenant's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Tenant's breach.

35. Berkeley Equal Benefits Ordinance

- a. Tenant hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Tenant is currently subject to the Berkeley Equal Benefits Ordinance, Tenant will be required to provide all eligible employees with City mandated equal benefits during the term of this lease, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.
- b. If Tenant is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Tenant agrees to supply the City with any records the City deems necessary to determine compliance with this provision. Failure to do so shall be a considered a default, subject to the provisions of Section 21 of this lease.
- c. If Tenant fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Tenant's failure to comply with this Section shall constitute default of the lease, upon which City may terminate this lease pursuant to Section 21.

In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Tenant's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Tenant's breach.

36. Sanctuary City Contracting

Tenant hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Tenant agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
  1. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
  2. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
  1. The City's computer-network health and performance tools;
  2. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

37. Conflict of Interest Prohibited

- a. In accordance with California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, neither Tenant nor any employee, officer, director, partner or member of Tenant, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a committee or commission member of Landlord, who has directly or indirectly influenced the making of this Lease.
- b. In accordance with California Government Code Section 1090 and the Political Reform Act, (Government Code Section 87100 et seq.,) no person who is a director, officer, partner, trustee, employee or consultant of Tenant, or immediate family member of any of the preceding, shall make or participate in a decision made by Landlord or any of its boards, commissions or committees, if it is reasonable foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Tenant, except to the extent permitted by 2 California Code of Regulations, Section 18700(c)(2).
- c. Interpretation of this paragraph shall be governed by the definitions and provisions use in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, as amended from time to time.

38. Amended and Restated Lease; No Carry Forward of Rent Credits

This lease is only a modification and restatement of the Existing Lease. It does not serve as a termination of the Existing Lease. As such, the rights and obligations of each of Landlord and Tenant for the period prior to the Effective Date are set forth in the Existing Lease. On and after the Effective Date, those duties and obligations are modified prospectively in accordance with the terms of this Lease. Notwithstanding the above, Tenant agrees that any and all rent credits Tenant earned prior to the Effective Date are not carried forward upon execution of this lease. The City shall have no obligation to reimburse Tenant for credits earned prior to the effective date through a reduction of rent or otherwise.



IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the date written on the first paragraph of this lease.

TENANT:

Cazadero Performing Arts Camp

By: Emily Wainacht  
Emily Wainacht  
Executive Director

LANDLORD:

City of Berkeley  
A California municipal corporation

By: \_\_\_\_\_  
Dee Williams Ridley  
City Manager

Approved as to form:

Registered by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Auditor

Attest:

\_\_\_\_\_  
City Clerk

**TENANT INFORMATION**

Tax Identification No. 68-0350642

Incorporated: Yes No

Certified Woman Business Enterprise: Yes \_\_\_ No \_\_\_

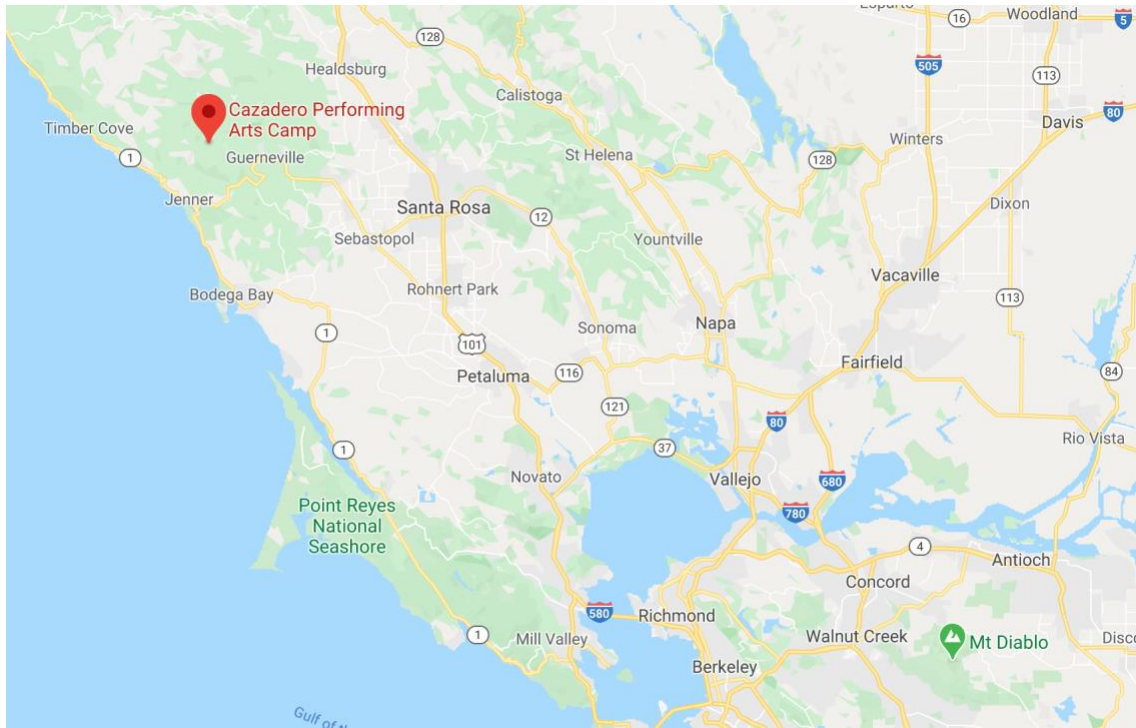
Certified Minority Business Enterprise: Yes \_\_\_ No \_\_\_

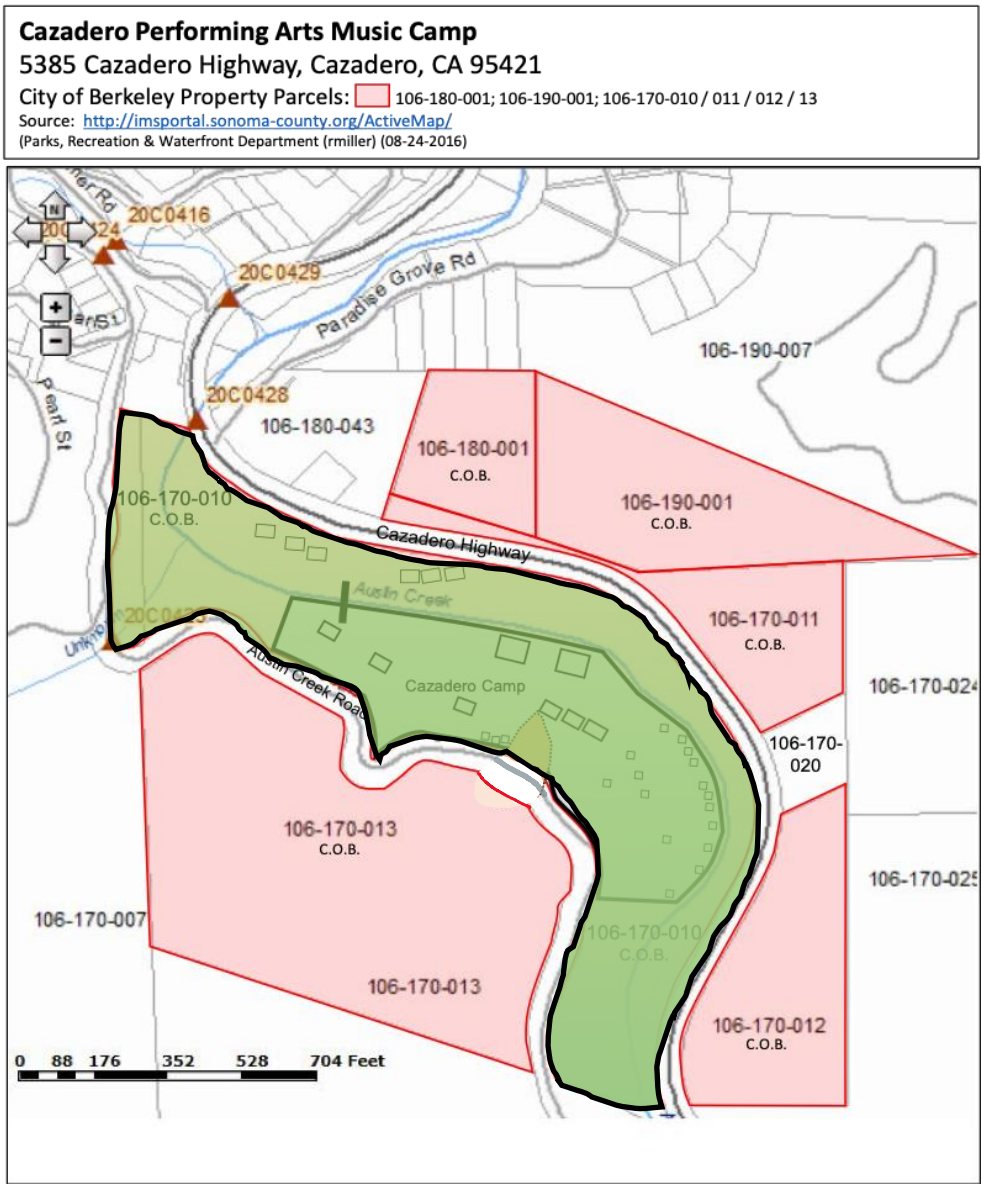
Certified Disadvantaged Business Enterprise: Yes \_\_\_ No \_\_\_

City Business License No. 012070, or Exempt pursuant to B.M.C. Section \_\_\_

## Exhibit 1: Property Description

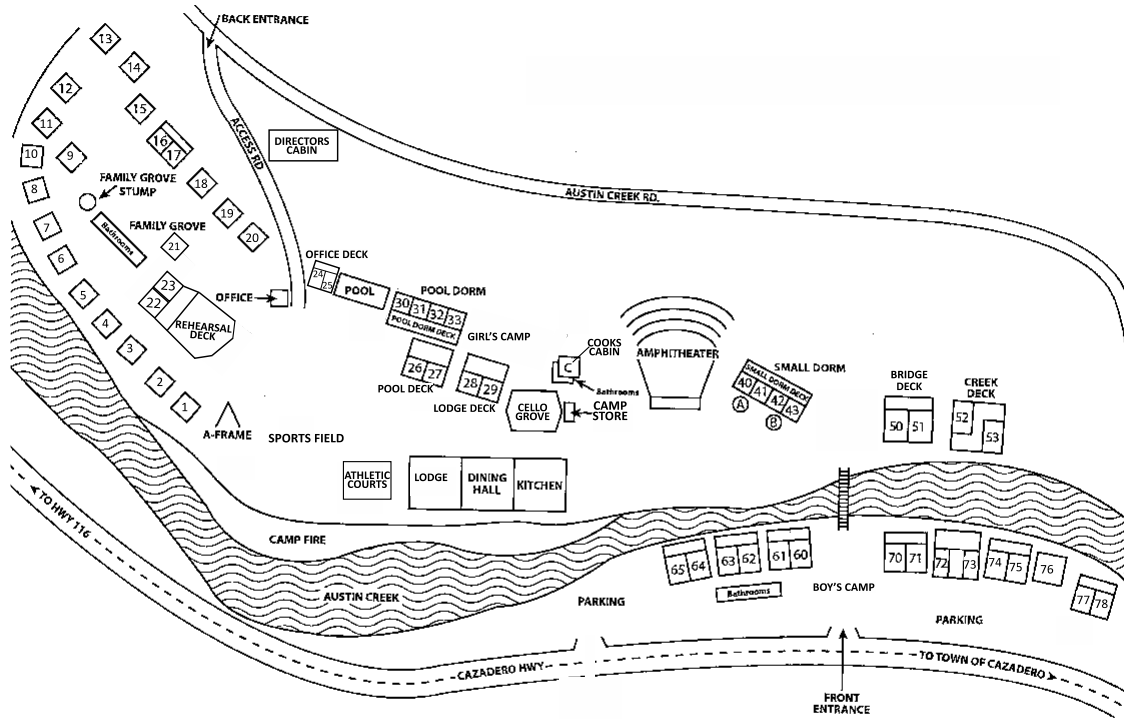
The leased property is 17.12 acres of City-owned parcel that is situated between frontages on Cazadero Highway and Austin Creek Road, an area encompassing Austin Creek and the adjacent, campground on both sides of the creek's right-of-way.





Note: Shaded green area indicates the leased premises (parcel 106-170-010)  
Shaded red area indicates other parcels owned by the City of Berkeley

# CAZADERO PERFORMING ARTS CAMP





## Exhibit 2: List of Improvements and ADA work

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
<b>A-Frame</b>	
Supply and install a new junction box and cover.	\$290.00
<b>A-Frame ADA</b>	
Install room identification signage	\$158.00
Stairs- Affix compliant contrasting striping to the upper approach and each tread that is the correct width and distance from the nosing	\$1,000.00
Provide accessible hardware on the door	\$800.00
Provide a compliant door lock for the door that does not require tight grasping, pinching, or twisting of the wrist to operate.	\$310.00
Provide accessible hardware on the door to First Aid building bedroom	\$800.00
Provide accessible hardware on the door to First Aid building restroom	\$800.00
Install room identification signage to First Aid building	\$158.00
Install room identification signage.	\$158.00
Post gender use signage on the center of the door at the required height.	\$158.00
Wrap the supply lines around lavatory according to compliance.	\$149.00
Install a compliant privacy lock with occupancy indicator to the door.	\$804.00
<b>Amphitheater</b>	
Backstage- Replace the existing load center with a new load center.	\$12,840.00
Electrical-Replace the existing switchboard with a new switchboard.	\$15,600.00
Exterior- Replace the existing load center with a new load center.	\$4,480.00
Backstage- Replace the existing metered main switchboard with a new metered main switchboard.	\$4,740.00
<b>Amphitheater ADA</b>	
Provide accessible hardware on the door.	\$800.00
Provide accessible hardware on the door.	\$800.00
Install room identification signage.	\$158.00
Install room identification signage.	\$158.00
Install room identification signage.	\$158.00
Install room identification signage.	\$158.00
<b>Camp Office</b>	
Roofing- Remove and replace single-ply roofing.	\$8,060.00
Electrical- Replace the existing interior lighting systems and associated wiring devices, switches and controls.	\$12,060.00
<b>Camp Office ADA</b>	
Stairs-Provide a compliant means of vertical access.	\$4,816.00

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
Doors-Provide a compliant floor mat for the door	\$126.00
Mount the door hardware at the recommended height.	\$280.00
Provide accessible hardware on the door.	\$800.00
Install room identification signage.	\$158.00
<b>Cooks Cabin</b>	
Restroom- Replace the existing load center with a new load center.	\$4,480.00
Restroom Sink-Provide equipment replacement and installation.	\$1,420.00
Restroom Shower- Provide equipment replacement and installation.	\$4,720.00
Living Area Outlet Cover- Replace the damaged or missing outlet cover.	\$100.00
<b>Cooks Cabin ADA</b>	
Stairs- Provide compliant handrails	\$1,528.00
Stairs-Affix compliant contrasting striping to the upper approach and each tread that is the correct width and distance from the nosing.	\$1,000.00
Stairs- Affix compliant contrasting striping to the upper approach and each tread that is the correct width and distance from the nosing.	\$1,000.00
Stairs- Replace the handrails on each side to provide a smooth and continuous gripping surface diameter within the required range.	\$2,320.00
Stairs- Provide handrails on the stairway at the required height	\$1,528.00
Provide accessible hardware on the door.	\$800.00
Install room identification signage.	\$158.00
Install second room identification signage.	\$158.00
Restroom-Install a compliant privacy lock with occupancy indicator to the door.	\$804.00
Restroom- Install second compliant privacy lock with occupancy indicator to the door.	\$804.00
Mount the coat hook at the recommended height.	\$50.00
Restroom- Lower the mirror so the bottom edge of the reflective surface is no higher than recommended above the finished floor.	\$300.00
Restroom- Post gender use signage on the center of the door at the required height.	\$158.00
Insulate or otherwise configure pipes under the lavatory to protect against contact. Make certain there are no sharp or abrasive surfaces under the lavatory.	\$149.00
Wrap the supply lines around lavatory according to compliance.	\$149.00
<b>Directors Cabin</b>	
Rain Gutters- Repair, replace rain leaders/gutters.	\$2,530.00
<b>Directors Cabin ADA</b>	

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
Provide accessible hardware on the door.	\$800.00
Provide a compliant floor mat for the door.	\$126.00
Kitchen entrance- Provide accessible hardware on the door.	\$800.00
Provide a compliant door lock for the door that does not require tight grasping, pinching, or twisting of the wrist to operate.	\$310.00
Restroom- Provide accessible hardware on the door.	\$800.00
There is no room identification signage to Director's Cabin	\$158.00
There is no room identification signage to Director's Cabin Bedroom	\$158.00
Install room identification signage to Director's Cabin Kitchen	\$158.00
Install room identification signage to Director's Cabin Office	\$316.00
<b>Dining Hall/Lodge</b>	
Rain Gutters- Repair, replace rain leaders/gutters.	\$70.00
Kitchen Interior Doors- Replace interior hollow metal door, frame and hardware.	\$19,020.00
Lodge Pedestrian Path- Remove weeds and regrade gravel/AB.	\$1,200.00
Kitchen Exterior Wall- Remove and replace the existing plywood siding with new plywood siding. Prime and paint.	\$480.00
Heating/Cooling system- Provide equipment replacement and installation.	\$18,310.00
<b>Dining Hall/Lodge ADA</b>	
Path of travel-Ensure that the change in elevation is within the recommended value.	\$450.00
Stairs-Affix compliant contrasting striping to the upper approach and each tread that is the correct width and distance from the nosing.	\$1,000.00
Stairs-Provide compliant handrails.	\$1,528.00
Dining hall main entrance-Provide accessible hardware on the door.	\$800.00
Dining hall patio entrance-Provide accessible hardware on the door.	\$800.00
Dining hall patio entrance 2-Provide accessible hardware on the door.	\$800.00
Kitchen-Provide accessible hardware on the door.	\$800.00
Lodge entrance- Provide accessible hardware on the door.	\$800.00
Lodge patio entrance- Provide accessible hardware on the door.	\$800.00
Dining hall lodge- Install room identification signage.	\$316.00
Dining main entrance- Install accessible room signage.	\$158.00
Dining patio entrance 1-Install room identification signage.	\$158.00
Dining patio entrance 2-Install room identification signage.	\$158.00
Kitchen-Install room identification signage.	\$316.00
Kitchen dishwashing-Install room identification signage.	\$316.00
Kitchen dish washing in Dining hall-Install room identification signage.	\$158.00
Kitchen pantry-Install room identification signage.	\$158.00

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
Kitchen pantry entrance- Install room identification signage.	\$158.00
Kitchen Service- Install room identification signage.	\$158.00
Lodge entrance- Install room identification signage.	\$158.00
Lodge patio entrance- Install room identification signage.	\$158.00
<b>Pool Dorm</b>	
Balcony Stair Landing- Replace the landing.	\$46,910.00
Laundry Room Drainage- Provide new floor drain cover.	\$250.00
Women's Restroom Pedestrian Walkway- Replace walkway to remove hazard.	\$630.00
Men & Women's Restroom Wall Finish- Remove and replace existing wood wall panels.	\$1,980.00
Pedestrian Walkway- Provide new handrail (stand-alone).	\$100.00
Laundry Lighting- Replace the recessed mounted downlight fixture with a new recessed mounted downlight fixture.	\$200.00
Men's Restroom Lighting-Replace the damaged light switch cover with a new light switch cover.	\$580.00
Men's Restroom Lighting- Re-seat lamps properly in fixture housing.	\$820.00
Deck Lighting- Replace existing GFCI receptacle with a new GFCI receptacle.	\$50.00
Men & Women's Restroom Tile Work- Remove and replace the ceramic tile to match the existing.	\$1,000.00
<b>Pool Dorm ADA</b>	
Men's restroom-Provide recommended vertical clearance.	\$108.00
Deck-Provide compliant guardrails.	\$1,088.00
Pool dorm next to room 32- Provide compliant guardrails.	\$1,088.00
Women's restroom- Affix compliant contrasting striping to the upper approach and each tread that is the correct width and distance from the nosing.	\$1,000.00
Women's restroom- Remount the handrails so they are not interrupted. Otherwise, replace the handrails with ones that provide a smooth, uninterrupted gripping surface.	\$1,840.00
Women's restroom- Provide handrails on the stairway at the required height.	\$1,528.00
1st floor stairs next to women's restroom- Affix compliant contrasting striping to the upper approach and each tread that is the correct width and distance from the nosing.	\$1,000.00
1st floor stairs- Provide compliant handrails on the stairway.	\$1,528.00
Stairs next to men's restroom- Affix compliant contrasting striping to the upper approach and each tread that is the correct width and distance from the nosing.	\$1,000.00
Stairs next to men's restroom- Provide accessible hardware on the door.	\$800.00
Exterior of women's restroom- Provide accessible hardware on the door.	\$800.00

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
Second floor entrance- Provide accessible hardware on the door.	\$800.00
Room 30-Provide accessible hardware on the door.	\$800.00
Room 31- Provide accessible hardware on the door.	\$800.00
Room 32- Provide accessible hardware on the door.	\$800.00
Laundry room- Install room identification signage.	\$158.00
2nd floor entrance- Install room identification signage.	\$158.00
Room 30-Install room identification signage.	\$158.00
Room 31- Install room identification signage.	\$158.00
Room 32- Install room identification signage.	\$158.00
Room 33- Install room identification signage.	\$158.00
Provide an accessible handle mounted on the door of the compartment near the latch.	\$250.00
Provide an automatic door closer, spring hinge, pull bar or accessible handle mounted on the inside of the compartment door to the compartment designated to be accessible in the restroom.	\$269.00
Men's restroom- Adjust the inside handle so that it is located near the latch.	\$129.00
Women's restroom- Adjust the inside handle so that it is located near the latch.	\$129.00
Post gender use signage on the center of the door at the required height.	\$158.00
Make sure that the supply lines are fully wrapped and insulated for the sink.	\$149.00
Insulate or otherwise configure the water supply and drain pipes under the sink to protect against contact. Make certain there are no sharp or abrasive surfaces under the sink.	\$149.00
<b>Pumphouse Building</b>	
Wall Finishes- Clean, prepare, and paint the plywood paneling.	\$3,520.00
Roofing- Replace single-ply (modified bitumen) roofing.	\$7,720.00
<b>Restrooms, Family Camp</b>	
Interior Doors, Men's Side- Replace interior door hardware.	\$1,660.00
Roofing- Remove and replace built-up roofing.	\$19,720.00
Pedestrian Walkways- Regrade gravel/AB to remove tripping hazard.	\$100.00
Urinal- Install new wall mounted trough style urinal.	\$9,000.00
Shower Lighting- Replace the damaged light switch cover with a new light switch cover.	\$390.00
Shower Ventilation- Provide equipment replacement and installation.	\$4,940.00
Showers- Provide equipment replacement and installation.	\$38,440.00
Women's Restroom Lighting- Replace the damaged or missing outlet cover.	\$10.00
Women's Restroom Toilet- Remove toilet	\$0.00
Men's Restroom Laundry sink- Provide equipment replacement and installation.	\$300.00

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
Women's Restroom Laundry sink- Provide equipment replacement and installation.	\$500.00
<b>Restroom, Family Camp ADA</b>	
Install side extensions, modify, relocate, or lower the item so that the leading edge protrudes less than 4 inches from the wall, is less than 27 inches from the floor, or more than 80 inches from the floor.	\$640.00
Men's restroom-Provide a compliant floor mat for the door.	\$126.00
Shower-Provide a compliant floor mat for the door.	\$252.00
Shower- Provide a compliant door lock for the door that does not require tight grasping, pinching, or twisting of the wrist to operate.	\$620.00
Shower room- Provide a compliant floor mat for the door.	\$252.00
Provide a compliant door lock for the door that does not require tight grasping, pinching, or twisting of the wrist to operate.	\$620.00
Shower room-Install room identification signage.	\$158.00
Laundry room- Install room identification signage.	\$474.00
Lower the urinal designated to be accessible in the restroom so that the rim height is not more than 17 inches above the finished floor.	\$1,397.00
Shower room- Post gender use signage on the center of the door at the required height.	\$158.00
Men's restroom- Post gender use signage on the center of the door at the required height.	\$158.00
Women's restroom- Insulate or otherwise configure pipes under the lavatory to protect against contact. Make certain there are no sharp or abrasive surfaces under the lavatory.	\$149.00
Wrap the supply lines around lavatory according to compliance.	\$149.00
Relocate the dispenser to the correct height.	\$180.00
Restroom building- Insulate or Otherwise configure pipes under the sink to protect against contact. Make certain there are no sharp or abrasive surfaces under the sink.	\$149.00
Make sure that the supply lines are fully wrapped and insulated for the sink.	\$149.00
<b>Boys Camp Bathroom</b>	
Men's Restroom Interior Doors- Replace with new wood door.	\$12,320.00
Roof- Remove and replace wood roof framing and decking.	\$12,860.00
Shower- Provide equipment replacement and installation.	\$1,420.00
<b>Boys Camp Bathroom ADA</b>	
Laundry room- Provide a compliant door lock for the door that does not require tight grasping, pinching, or twisting of the wrist to operate.	\$310.00

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
Laundry room- Provide compliant accessible door hardware.	\$340.00
Laundry room- Mount the door hardware at the recommended height.	\$280.00
Men's restroom- Install a panel or replace the door to provide a smooth, uninterrupted surface at the bottom of the door.	\$2,000.00
Men's restroom- Provide compliant accessible door hardware.	\$340.00
Shower- Provide accessible hardware on the door.	\$800.00
Shower- Provide a compliant door lock for the door that does not require tight grasping, pinching, or twisting of the wrist to operate.	\$1,550.00
laundry room- Install room identification signage.	\$158.00
Shower- Install room identification signage.	\$790.00
<b>Staff Dormitory</b>	
Women's Restroom Window- Replace interior aluminum window and glazing.	\$0.00
Staff Restroom Window- Replace interior aluminum window and glazing.	\$0.00
Wall Finishes- Clean, prepare, and paint the plywood paneling.	\$40.00
Balcony Handrail- Provide new handrail (stand-alone).	\$1,210.00
Men's Restroom Showers- Provide equipment replacement and installation.	\$9,700.00
Men's Restroom Ventilation- Provide equipment replacement and installation.	\$1,980.00
Men's Restroom Shower- Provide equipment replacement and installation.	\$55,900.00
Lighting- Replace the existing interior lighting systems and associated wiring devices, switches and controls.	\$57,820.00
Lighting- Replace the damaged or missing outlet cover.	\$100.00
Water Heater- Provide equipment replacement and installation.	\$0.00
Men's Restroom Sink- Provide equipment replacement and installation.	\$0.00
Women's Restroom Sink- Provide equipment replacement and installation.	\$0.00
<b>Staff Dormitory ADA</b>	
Men's restroom- Provide recommended vertical clearance.	\$216.00
Women's restroom- Provide recommended vertical clearance.	\$108.00
Stairs- Affix compliant contrasting striping to the upper approach and each tread that is the correct width and distance from the nosing.	\$1,000.00
Stairs- Provide compliant handrails on the stairway.	\$1,528.00
Men's restroom- Provide accessible hardware on the door.	\$800.00
Music room- Provide a compliant floor mat for the door.	\$126.00
Music room- Provide accessible hardware on the door.	\$800.00
Men's restroom- Provide accessible hardware on the door.	\$800.00
Women's restroom- Provide accessible hardware on the door.	\$800.00
Room 40, 41, 42, 43- Provide accessible hardware on the door.	\$3,200.00

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
2nd floor unisex restroom- Provide a compliant floor mat for the door.	\$126.00
2nd floor unisex restroom- Provide accessible hardware on the door.	\$800.00
Music room- Install room identification signage.	\$158.00
Men's restroom- Install room identification signage.	\$158.00
Room 40, 41, 42, 43- Install room identification signage.	\$632.00
Men's restroom- Post gender use signage on the center of the door at the required height.	\$158.00
Men's restroom- Wrap the supply lines around lavatory according to compliance.	\$149.00
Men's restroom- Insulate or otherwise configure pipes under the lavatory to protect against contact. Make certain there are no sharp or abrasive surfaces under the lavatory.	\$149.00
Women's restroom- Provide an automatic door closer, spring hinge, pull bar or accessible handle mounted on the inside of the compartment door to the compartment designated to be accessible in the restroom.	\$269.00
Women's restroom- Post gender use signage on the center of the door at the required height.	\$158.00
women's restroom- Wrap the supply lines around lavatory according to compliance.	\$149.00
Women's restroom- Insulate or otherwise configure pipes under the lavatory to protect against contact. Make certain there are no sharp or abrasive surfaces under the lavatory.	\$149.00
Unisex restroom- Install a compliant toilet paper dispenser.	\$277.00
Unisex restroom- Install a compliant privacy lock with occupancy indicator to the door.	\$804.00
<b>Footbridge</b>	
Suspension Footbridge Rails- Replace entire fence, including rails and posts.	\$22,990.00
<b>Tents, Various</b>	
Tent 16/17- Replace wood steps (linear feet of nose).	\$9,400.00
Tent 18- Repair and replace wood columns. columns.	\$0.00
Tent 24/25- Replace raised access flooring.	\$0.00
Tent 61- Install new handrails/guardrails.	\$0.00
Tent 74/75- Replace wood steps (linear feet of nose).	\$0.00
Tent 6- Replace the existing receptacle with a GFCI receptacle.	\$0.00
Tent 2 Electrical- Secure electrical conduit.	\$0.00
Tent 19- Replace the existing receptacle with a GFCI receptacle.	\$0.00
Tent 28/29- Replace the existing receptacle with a GFCI receptacle.	\$0.00
Tent 50/51- Replace the existing receptacle with a GFCI receptacle.	\$0.00



<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
Tent 50/51- Replace the existing receptacle with a GFCI receptacle.	\$0.00
Tent 74/75- Replace the existing receptacle with a GFCI receptacle.	\$0.00
Tent 64/65- Replace the existing receptacle with a GFCI receptacle.	\$0.00
Tent 62/63- Replace the existing receptacle with a GFCI receptacle.	\$0.00
Tent 70- Replace the existing receptacle with a GFCI receptacle.	\$0.00
Tent 78/79- Replace the existing receptacle with a GFCI receptacle.	\$0.00
Handrail- Provide new handrail	\$0.00
Floor Construction- Sand and applying wood deck finish.	\$212,560.00
<b>Tents, Various ADA</b>	
Ramp to camp deck- Provide compliant handrails on each side.	\$2,200.00
Ramp to camp deck- Install compliant edge protection on each side of the ramp run.	\$470.00
Ramp to camp deck- Modify or replace the ramp so that it has a bottom landing.	\$3,168.00
Ramp to Tent 28- Provide compliant handrails on each side.	\$2,200.00
<b>Parking</b>	
<b>Parking ADA</b>	
Paint "NO PARKING" in 12 inch white letters.	\$250.00
Outline the access aisle in blue color.	\$180.00
Left accessible space- Provide a \$250.00 fine sign at the parking space below the International Symbol of Accessibility.	\$300.00
Re-stripe the accessible parking space.	\$350.00
Left accessible space- Provide a permanently posted reflectorized sign that includes an International Symbol of Accessibility symbol at the head of the parking space. The "van-accessible" parking space shall provide an additional sign marked "van-accessible" mounted below the sign.	\$250.00
Right accessible space- Provide a \$250.00 fine sign at the parking space below the International Symbol of Accessibility.	\$300.00
Right accessible space- Provide a permanently posted reflectorized sign that includes an International Symbol of Accessibility symbol at the head of the parking space. The "van-accessible" parking space shall provide an additional sign marked "van-accessible" mounted below the sign.	\$250.00
<b>Exterior Path of Travel</b>	
<b>Exterior Path of Travel ADA</b>	
Camp deck- Install edge protection on the walking surface at the required minimum height.	\$1,088.00
Path from accessible spaces to dining hall- Ensure that the change in elevation is within the recommended value.	\$300.00
Path from accessible spaces to dining hall- Provide detectable warnings.	\$190.00

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
Path next to pool dorm- Ensure that the change in elevation is within the recommended value.	\$300.00
Path next to pool dorm- Provide a compliant path of travel.	\$3,600.00
Path next to pool dorm- Widen the primary path of travel to provide the correct width.	\$3,500.00
Tent 60 & 61- Install edge protection on the walking surface at the required minimum height.	\$1,088.00
Tent 62 & 63- Install edge protection on the walking surface at the required minimum height.	\$1,088.00
Ramp to camp deck- Provide compliant handrails on each side.	\$2,200.00
Ramp to camp deck- Install compliant edge protection on each side of the ramp run.	\$470.00
Ramp to camp deck- Modify or replace the ramp so that it has a bottom landing.	\$3,168.00
Ramp to tent 28- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 28- Bevel the area or resurface the area to provide a smooth and level path of travel.	\$1,840.00
Ramp to tent 28- Modify or replace the ramp so that it has a bottom landing.	\$3,168.00
Ramp to tent 29- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 29- Modify or replace the ramp so that it has a bottom landing.	\$3,168.00
Ramp to tent 3- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 52 & 53- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 6- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 6- Install compliant edge protection on each side of the ramp run.	\$470.00
Ramp to tent 6- Modify or replace the ramp so that it has a bottom landing.	\$3,168.00
Ramp to tent 62 & 63- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 7- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 70 & 71- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 72 & 73- Modify or replace the handrails on the ramp to provide a gripping surface height within the required range above the ramp surface.	\$3,918.00
Ramp to tent 72 & 73- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 72 & 73- The handrails shall provide extensions that are parallel to the floor or ground surface extending beyond the top and bottom of the ramp and return smoothly to the post or wall.	\$2,400.00
Ramp to tent 72 & 73- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 72 & 73- The handrails shall provide extensions that are parallel to the floor or ground surface extending beyond the top and bottom of the ramp and return smoothly to the post or wall.	\$2,400.00

<b>CPAC Improvements and ADA Work (Table 1)</b>	<b>Project Cost Estimates</b>
Ramp to tent 72 & 73- The handrails shall provide extensions that are parallel to the floor or ground surface extending beyond the top and bottom of the ramp and return smoothly to the post or wall.	\$2,400.00
Ramp to tent 72 & 73- Modify or replace the handrails on the ramp to provide a gripping surface height within the required range above the ramp surface.	\$3,918.00
Ramp to tent 8- Provide compliant handrails on each side.	\$2,200.00
Ramp to tent 8- Install compliant edge protection on each side of the ramp run.	\$470.00
Stairs next to Amphitheater- Affix detectable contrasting striping to each tread of the stairway that clearly contrasts in color from the tread and is at least 2 inches in width placed no more than 1 inch from the tread nose or landing.	\$944.00
Stairs to camp deck- Affix detectable contrasting striping to each tread of the stairway that clearly contrasts in color from the tread and is at least 2 inches in width placed no more than 1 inch from the tread nose or landing.	\$944.00
Stairs to camp deck- Provide compliant handrails.	\$1,528.00
Amphitheater- Make sure that there is an ISA symbol at the companion seat.	\$58.00
Amphitheater- Wheelchair seating areas should be marked with the International Symbol of Accessibility to reserve them for wheelchair users.	\$50.00
Amphitheater- Wheelchair seating areas should be marked with the International Symbol of Accessibility to reserve them for wheelchair users.	\$50.00
Amphitheater- Make sure that there is an ISA symbol at the companion seat.	\$58.00
Pool- Provide compliant accessible means of access to the pool.	\$4,500.00
Covered picnic area next to basketball court- Provide enough compliant Accessible Tables (At least 5% of the total Tables).	\$500.00
<b>Improvement Total</b>	<b>\$647,520.00</b>
<b>ADA Total</b>	<b>\$168,323.00</b>
<b>Grand Total</b>	<b>\$815,843.00</b>

**Note: CPAC is committed to completing these ADA projects within the first 10 years of the lease.**

City Improvements (Table 2)	Project Cost Estimates
<b>A-Frame</b>	
Nurse's Office Exterior Wall- Remove and replace the existing plywood siding with new plywood siding. Prime and paint.	\$480.00
Fiberglass Shower- Provide equipment replacement and installation.	\$13,980.00
Lighting-Replace the existing interior lighting systems and associated wiring devices, switches and controls.	\$28,930.00
Enlarge bathroom (ADA Compliant)	\$40,000.00
<b>Dining Hall/Lodge</b>	
Dining Hall Lighting- Replace the existing interior lighting systems and associated wiring devices, switches and controls.	\$266,320.00
Dining Hall Roof	\$55,000.00
<b>Total</b>	<b>\$404,710.00</b>

**Note: The City of Berkeley will make its best efforts to complete the property improvements set forth in Table 2.**