

RESOLUTION NUMBER: 6168

RESOLUTION OF THE CITY OF SEBASTOPOL APPROVING

AN EXTENSION OF THE LEASE WITH THE SEBASTOPOL AREA SENIOR CENTER FOR THE BUILDING
LOCATED AT 167 NORTH HIGH STREET

WHEREAS, the City owns the premises at 167 No. High Street, Sebastopol, California known as the Sebastopol Senior Center; and

WHEREAS, on December 16, 1997, the City leased said premises to the Burbank Activity Center, now the Sebastopol Area Senior Center: a private, non-profit 501(c)(3) Corporation; and

WHEREAS, said lease has expired and the City wishes to extend the current lease as is with a termination date of June 30, 2018.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Sebastopol approves the Lease Extension with the Sebastopol Area Senior Center and authorizes the Mayor to execute said lease.

IN COUNCIL DULY APPROVED AND ADOPTED this 16th day of January, 2018.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:

Ayes: Councilmembers Carnacchi, Glass, Gurney, Vice Mayor Hinton and Mayor Slayter

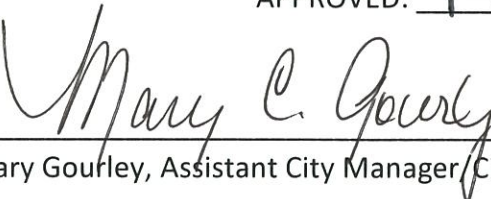
Noes: None

Abstain: None

Absent: None

APPROVED: 

Mayor Patrick Slayter

ATTEST: 

Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: 

Larry McLaughlin, City Attorney

LESSOR AND LESSEE ARE IN AGREEMENT WITH LEASE EXENSION WITH AN ENDING DATE OF JUNE 30, 2018.

LESSOR:

City of Sebastopol
7120 Bodega Avenue
Sebastopol, Ca 95472



Signature:

Larry McLaughlin

Printed Name:

Dated: January 17, 2018

LESSEE:

Sebastopol Area Senior Center
167 North High Street
Sebastopol, Ca 95472



Signature:

Linda Chrite

Printed Name:

Dated: Jan. 17, 2018

L E A S E

THIS LEASE is executed in duplicate on December 16, 1997, between CITY OF SEBASTOPOL, a municipal corporation, hereinafter called LESSOR, and the BURBANK ACTIVITY CENTER, a non-profit corporation, hereinafter called LESSEE.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DESCRIPTION OF PREMISES: The building together with appurtenances thereto, located at 167 No. High Street, Sebastopol, CA 95472, A.P. No. 004-243-0030, known as the "Sebastopol Senior Center".

2. TERM: The term of the within lease shall be for a period of twenty (20) years commencing on the first (1st) day of January, 1998, and terminating on the thirty-first (31st) day of December, 2017.

3. RENT: The basic rent shall be \$1.00 per year, first payable on January 1, 1998, and annually thereafter.

4. PLACE OF PAYMENT: All of said rental shall be paid to LESSOR at Sebastopol City Hall, 7120 Bodega Avenue, Sebastopol, California 95472, unless LESSOR shall notify LESSEE otherwise in writing.

5. USE: The premises are leased to the LESSEE for the provision of senior programs and services through the Council on Aging; however, LESSEE shall also make the premises available to other non-profit recreation and community groups, as well as to the City of Sebastopol for

public meetings. It is the intent of the parties, however, that the major use of the premises shall be by LESSEE.

6. ASSIGNMENT OR SUBLETTING: Lessee shall not assign this lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the prior written consent of LESSOR.

7. UTILITIES, MAINTENANCE AND IMPROVEMENTS: LESSOR shall be responsible for maintenance of all major infrastructure of the building, painting, and such other improvements as needed to make the residence usable for the purpose of a senior center. LESSOR shall increase the maintenance budget of the facility as necessary, consistent with the arrangement with LESSEE. LESSEE shall be responsible for the cost of utilities and minor repairs.

8. NONLIABILITY OF LESSOR FOR DAMAGES: This lease is made upon the express condition that LESSOR is to be free from all person or persons, including LESSEE, from any cause or causes whatsoever, while in, upon, or in any way connected with the said demised premises during the term of this Lease or any extension hereof of any occupancy hereunder, LESSEE hereby covenanting and agreeing to indemnify and save harmless LESSOR from all liability, loss, cost and obligations on account of or arising out of any such injuries or losses however occurring.

9. LIABILITY INSURANCE: LESSEE further agrees to provide, at no expense to LESSOR, public liability insurance

in the State of California, to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about said premises in the amount of \$1,000,000.00, for the life of this lease, and to name LESSOR as an Additional Insured on said policy.

10. HOLDING OVER. Any holding over after the expiration of the said term and any extensions thereof, with the consent of LESSOR, shall be construed as a month-to-month tenancy, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

LESSOR:

CITY OF SEBASTOPOL

By: 

Mayor

LESSEE:

BURBANK ACTIVITY CENTER

By: 