

RESOLUTION NO. 90-170

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL PASO DE ROBLES APPROVING A LEASE
AGREEMENT BETWEEN THE CITY AND THE AMERICAN
RED CROSS FOR OFFICE SPACE

WHEREAS, the City of El Paso de Robles currently provides office space for use by the American Red Cross and is desirous of continuing to do so since their activities in our community provide a significant benefit to our citizens; and

WHEREAS, the American Red Cross is desirous of continuing their activities in our community for the benefit of our citizens; and

WHEREAS, both parties agree that the terms and conditions of the attached lease are mutually agreeable.

BE IT HEREBY RESOLVED that the City Council of the City of El Paso de Robles does approve the lease agreement attached herewith as Exhibit "A" and authorizes the Mayor to execute said agreement on the behalf of the City of El Paso de Robles.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles, this 2nd day of October, 1990 on the following vote:

AYES: Russell, Reneau, Picanco, Martin and Iversen

NOES: None

ABSENT: None


Christian E. Iversen, Mayor

ATTEST:


Jerry Bankston, City Clerk

LEASE AGREEMENT

THIS AGREEMENT is made and entered into in the City of Paso Robles, County of San Luis Obispo, State of California, on this day of October 2, 1990, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation, hereinafter referred to as "LESSOR," and AMERICAN RED CROSS, SAN LUIS OBISPO COUNTY CHAPTER, hereinafter referred to as "LESSEE," jointly referred to hereinafter as "parties."

RECITALS

The parties enter into and execute this Agreement with knowledge of and reliance upon the following facts:

A. LESSOR is the owner of the real property and all improvements thereon, commonly known as the Veterans' Memorial Building, 4th and Spring Streets, Paso Robles, California, and specifically described as:

The Northern one-half of the upstairs portion of the Veterans' Memorial Building located on the Northeast corner of 4th and Spring Streets.

hereinafter referred to as the "premises."

B. LESSEE is a non-profit entity engaged in a lawful activity currently occupying on a rent-free permissive basis space at the City's Recreation Activity Center, 816 10th Street, Paso Robles.

C. LESSOR intends to demolish the Recreation Activity Center and desires to provide alternative space for LESSEE.

D. LESSEE desires to lease and use the premises.

E. LESSOR desires to lease the premises to LESSEE until it needs the space for other purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual and respective covenants and promises set forth herein, and subject to all the terms and conditions hereof, the parties agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, for the term and at the rental and upon the conditions hereinafter set forth, the premises described above in Paragraph A and as shown in attached Exhibit A.

2. TERM. The term of the Agreement shall commence on October 1, 1990, and shall continue each year thereafter and automatically renew itself unless sooner terminated as hereinafter provided.

3. TERMINATION. Notwithstanding any other provision of this Lease, either party may terminate this Agreement at any time without cause, by giving thirty (30) days written notice to the other.

4. RELOCATION. Both parties understand and acknowledge that the premises are eventually intended for the primary use and benefit of the City of El Paso de Robles and/or its Redevelopment Agency. LESSEE hereby waives any and all claims for relocation reimbursement or expense which she otherwise may be entitled to

should either party terminate the Lease, whether for the purpose of placing the premises under the direction, ownership or control of a redevelopment agency or for any other purpose, governmental or not.

5. RENT. LESSEE agrees to pay LESSOR as rent One Dollar (\$1.00), payable in advance, yearly, before the first day of each annual term period. All rent payments shall be in lawful money of the United States. Checks shall be made payable to the "City of Paso Robles," and sent to LESSOR at the address to which notices to LESSOR are given.

6. USE OF PREMISES. The premises shall be used by LESSEE for conducting the ongoing business of the North County Branch of the San Luis Obispo Chapter of the American Red Cross, and for the storage of materials to enable LESSEE to provide services to the community and including reasonably related and incidental uses. LESSEE agrees and covenants to use and maintain the premises only for such purposes. The premises shall not be used for any other purpose without the prior written consent of LESSOR. Notwithstanding any other provisions of this Agreement, if at any time during the term or any renewals hereof, the premises are used for or devoted to any other purpose or purposes, without the prior written consent of LESSOR, LESSOR may immediately terminate the lease without any notice whatsoever, and LESSOR, its officers, or agents,

may re-enter and take possession of said premises and remove all persons and non-City personal property therefrom.

7. UTILITIES. LESSEE shall be solely responsible for all utilities serving the premises, including installation, maintenance and payment for all services.

8. MAINTENANCE AND REPAIR OF PREMISES. LESSEE agrees to keep and maintain the premises in good order and condition at its expense to the satisfaction of LESSOR. LESSOR shall be responsible for the maintenance and repair of the roof, electrical, heating, cooling and plumbing systems, and all existing structural elements of the premises. LESSEE shall be solely responsible for any other repairs, alterations or improvements. LESSEE accepts the premises "as is." LESSOR reserves the right at any time to make such reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care, and cleanliness of the premises, and LESSEE hereby agrees to strictly comply therewith. In the event that LESSEE fails to maintain the premises to the satisfaction of LESSOR, LESSOR reserves the right to immediately terminate this Agreement for such cause.

9. NUISANCE. LESSEE shall not commit or suffer to be committed nuisance, waste, or unlawful act in or about the premises.

10. COMPLIANCE WITH LAWS. LESSEE agrees and promises to comply with and obey all applicable federal, state, county, and

municipal laws, ordinances or regulations, including, but not limited to, those pertaining to discrimination, zoning, land use, or public health, safety and welfare.

11. ASSIGNMENT. The use of the premises authorized herein is of a personal nature, and assignment, sublease, or transfer by LESSEE of this Agreement or of any privileges given hereunder shall not be permitted. LESSEE agrees not to assign this lease or sublease or sublet the premises or in any other manner part with possession or occupation of the same without the prior written consent of LESSOR.

12. NON-AGENCY. Neither LESSEE nor any of LESSEE's agents, employees or contractors are or shall be considered to be agents of LESSOR in connection with LESSEE's rights and obligations under this Agreement.

13. RELEASE. LESSOR shall not be responsible to LESSEE for any loss of property from said premises, unless such loss is due to the negligent act or omission of LESSOR. LESSEE hereby waives any and all claims for damages that may be caused by LESSOR in re-entering and taking possession of the premises thereby and all claims for damages to or loss of property belonging to LESSEE, its agents, officers, employees, guests or invitees, as may be in or upon the premises at the time of such re-entering.

14. INDEMNIFICATION. LESSEE agrees to and shall defend, indemnify, and save harmless LESSOR and its officers, agents, and

employees from and against any and all claims, demands, liability, costs, expenses, damages, causes of action and judgments for loss or damage to property or for death or injury to persons, in any manner arising out of this Agreement or out of the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act or act of negligence by LESSEE, its agents, employees, sublessees, or independent contractors directly responsible to LESSEE excepting only such injury or death as may be caused by the sole negligence or wilful misconduct of LESSOR, or its officers, agents, employees, or independent contractors directly responsible to LESSOR.

15. INSURANCE. LESSEE agrees to maintain during the entire time of this Agreement, in companies reasonably acceptable to LESSOR, commercial general liability and property damage insurance in the amount of at least Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage. The certificate of insurance issued as evidence of this policy shall include the following provisions:

(a) The policy must cover personal injuries as well as bodily injuries.

(b) The policy shall include coverage for errors or omissions by LESSOR and its officers, agents or employees directly responsible to LESSOR.

(c) The certificate of insurance shall provide for the insurance carrier to give LESSOR in writing thirty (30) days prior notice of any cancellation of such insurance.

(d) The certificate of insurance shall provide that the insurance will act as primary insurance and that no other insurance effected by LESSOR or other named insureds will be called to contribute to the loss covered thereunder.

(e) The City of El Paso de Robles, its officers, agents and employees shall be named as additional insureds under the general liability policy.

Approval of the insurance by LESSOR should not relieve or decrease the extent to which LESSEE may be held responsible for payment of damages resulting from its operation, use and/or possession of the premises.

16. EFFECTIVE WAIVER. LESSOR's waiver of breach of any one term, covenant, or other provision of this Agreement is not a waiver or breach of any other terms, nor subsequent breach of the term or provision waived.

17. SURRENDER OF POSSESSION. At the expiration or termination of this Agreement, LESSEE promises and agrees to deliver unto LESSOR, the premises in as good condition as of the date this Agreement was entered into, reasonable wear and tear excepted.

18. ATTORNEY'S FEES. If either party should bring suit against the other for the enforcement of any provision of this

Lease, the parties agree that the prevailing party shall be entitled to recover reasonable attorney's fees.

19. NOTICES. Unless otherwise provided, all notices required herein shall be in writing, and delivered in person or sent by United States mail, postage prepaid. Notices required to be given shall be addressed as follows:

LESSOR: Finance Director
City of El Paso de Robles
1030 Spring Street
P.O. Box 307
Paso Robles, CA 93447

LESSEE: Executive Director
North County Branch of the San Luis Obispo
Chapter of the American Red Cross
1230 Marsh Street
San Luis Obispo, CA 93401

It is provided that either party may change its address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

20. MISCELLANEOUS CONDITIONS.

(a) PARKING: LESSEE shall have a non-exclusive right to use existing parking.

(b) NEIGHBORING USES: LESSEE acknowledges that neighboring space in same building as the premises is used from time to time by the City, its authorized agents and, other lessees, for various recreational purposes which may result in noise, vibration and other inconveniences. LESSEE waives any claims or rights it may have regarding said inconveniences and nuisances.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

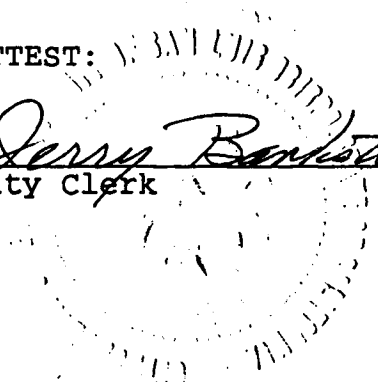
LESSOR:

CITY OF EL PASO DE ROBLES

By: *Christ E. Amun*
Mayor

ATTEST:

Jerry Bandster
City Clerk



LESSEE:

AMERICAN RED CROSS
SAN LUIS OBISPO COUNTY CHAPTER

By: *[Signature]*
~~Executive Director~~
Chapter CHAIRMAN

APPROVED AS TO FORM:

LYON & PICQUET
Attorneys at Law

By: *[Signature]*
Roger Picquet
Assistant City Attorney