

**RESOLUTION NO. 2011-35**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF ROHNERT PARK  
APPROVING A LEASE AGREEMENT  
WITH GIRL SCOUTS OF NORTHERN CALIFORNIA  
FOR USE OF THE SCOUT HUT**

**WHEREAS**, the City entered into a Lease Agreement (“Agreement”) with the Konocti Girl Scout Council for use of the Scout Hut, which was approved on August 23, 1988, by Resolution No. 88-182;

**WHEREAS**, several subsequent renewals of the Agreement have been approved since that time;

**WHEREAS**, the last renewal of the Agreement, approved by Resolution No. 2006-214 dated August 22, 2006, extended the agreement for (3) one year periods, with the last one year having expired April 30, 2010; and

**WHEREAS**, use of the Scout Hut by the Konocti Girl Scout Council has proven to be a great asset to the community.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Rohnert Park that it does hereby authorize and approve the “Lease Agreement between the City of Rohnert Park and Girl Scouts of Northern California for Use of Rohnert Park Scout Hut.”

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this lease agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit “A,” subject to minor modifications by the City Manager or City Attorney.

**DULY AND REGULARLY ADOPTED** this 10<sup>th</sup> day of May, 2011.

**CITY OF ROHNERT PARK**

*Eric W. Jackson*  
\_\_\_\_\_  
**Mayor Pro Tempore**

**ATTEST:**

*Serri Sizzon*  
\_\_\_\_\_  
**City Clerk**



<b>AHANOTU: <u>AYE</u> CALLINAN: <u>AYE</u> MACKENZIE: <u>AYE</u> STAFFORD: <u>AYE</u> BELFORTE: <u>ABSENT</u> AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)</b>
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**LEASE AGREEMENT BETWEEN THE CITY OF ROHNERT PARK  
AND GIRL SCOUTS OF NORTHERN CALIFORNIA  
FOR USE OF ROHNERT PARK SCOUT HUT**

This LEASE AGREEMENT, hereafter referred to as "LEASE," dated (for reference purposes only) as of this 10th day of May, 2011, by and between the City of Rohnert Park, a municipal corporation, hereinafter referred to as "CITY" and Girl Scouts of Northern California, a non-profit organization, hereafter referred to as "GIRL SCOUTS." GIRL SCOUTS shall lease from CITY the CITY facility most commonly known as the "Scout Hut" located at 295 Santa Alicia Drive, Rohnert Park, CA.

**RECITALS**

WHEREAS, GIRL SCOUTS wishes to lease the Scout Hut from CITY.

WHEREAS, GIRL SCOUTS provides a valuable public service by providing our youth opportunities to learn new skills, develop strong values and help their community.

WHEREAS, CITY wishes to lease the Scout Hut to GIRL SCOUTS in consideration of the valuable public services provided by GIRL SCOUTS and GIRL SCOUTS' agreement to keep the Scout Hut in good repair.

WHEREAS, City staff and GIRL SCOUTS negotiated and agreed to a lease of the Scout Hut as of May 1, 2010 ("**Actual Occupancy Date**"), but, due to an administrative error, did not adequately document and execute such lease.

WHEREAS, CITY and GIRL SCOUTS desire to memorialize their lease agreement as to the Scout Hut, as set forth below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. CITY agrees:

1. To lease the Scout Hut to GIRL SCOUTS at no cost for use of an office, training and meeting facility.
2. To provide fire insurance for the structure only. No fire insurance is provided for private property or any other contents contained in the Scout Hut.

Lease Agreement for Use of Scout Hut

3. To repair at CITY's expense any major building repairs such as roof replacement, furnace, structural work, etc. This does not include ordinary janitorial or routine maintenance items.

B. GIRL SCOUTS agrees:

1. To pay all janitorial and maintenance costs of and for the Scout Hut.
2. To pay for all utilities, i.e., gas, electric, water, sewer and garbage. All utility accounts to be put in GIRL SCOUTS' name and paid directly by GIRL SCOUTS.
3. To allow CITY use of the Scout Hut when GIRL SCOUTS' activities are not using the facility. GIRL SCOUTS agrees to coordinate use of the Scout Hut with a CITY representative.
4. Not to assign this LEASE or any interest herein, or to let or sublet any portion of the CITY provided facilities, without the written consent of CITY first having been obtained.
5. Not to conduct any other use at the CITY provided facilities other than Girl Scout activities without the written consent of CITY having been obtained.
6. To keep Scout Hut free from any liens for non-payments for any goods, services or improvements.
7. To continually inspect facilities provided by CITY for any unsafe or dangerous conditions and to promptly notify CITY of any damaged or dangerous facilities or equipment needing repair.
8. To pay before delinquency any and all personal property taxes and possessory interest taxes levied against the demised premises and which result from this LEASE.
9. To give a minimum of sixty (60) days prior written notification in the event GIRL SCOUTS desires to discontinue use of the Scout Hut.

C. CITY and GIRL SCOUTS Mutually Agree:

1. That the "Effective Date" of this LEASE shall be the Actual Occupancy Date. This LEASE is hereby ratified, confirmed and approved in all respects, as of the Effective Date, and all rights and obligations hereunder are binding on the parties as of the Effective Date and through expiration or earlier termination of the LEASE.

2. That the initial term of the LEASE is for a two (2) year term, from May 1, 2010 (Actual Occupancy Date) to April 30, 2012. Thereafter, the parties may agree, in writing, to a maximum of five additional one-year terms.
3. That this LEASE may be modified by the mutual written consent of GIRL SCOUTS and City Manager of CITY.
4. That no alteration or variation of the terms of this LEASE shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
5. If GIRL SCOUTS at any time is in default in the keeping and performing of any of its covenants or agreements herein contained, and such default continues for thirty (30) days after written notice thereof from CITY to GIRL SCOUTS specifying the particulars of such default, or if such other default is of a nature that curing such default will take more than thirty (30) days and GIRL SCOUTS has failed to commence such cure within such thirty (30) days and to thereafter diligently pursue completion of such cure, GIRL SCOUTS will be considered in default. Upon the occurrence of any such default, CITY, in addition to any and all other rights or remedies of CITY hereunder, or by law or in equity provided, shall have the sole option to terminate this LEASE by giving GIRL SCOUTS notice of termination.
6. That, as of the Effective Date, this LEASE shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
7. The invalidity of any provision of this LEASE as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
8. This LEASE contains all agreements of the parties with respect to the use of the Scout Hut by GIRL SCOUTS as of the Effective Date. No provision of any prior agreement or understanding, oral or written, specifically pertaining thereto shall be effective.
9. This LEASE is a jointly negotiated work product and authorship shall not be ascribed to any particular party. This LEASE may be modified in writing only, signed by the parties in interest at the time of the modification.
10. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, and if given personally or by mail, shall be deemed sufficiently given if addressed to GIRL SCOUTS or to CITY at the address noted below the signature of the respective parties.
11. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision.

The acceptance of rent hereunder by CITY shall not be a waiver of any preceding breach by GIRL SCOUTS of any provision hereof.

12. This LEASE shall be governed by the laws of the State of California.
13. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, or on any petition for review, shall be entitled to its reasonable attorney's fees to be paid by the losing party as fixed by the court.
14. This LEASE may be executed (whether simultaneously or on separate counterpart pages) in more than one counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
15. That all notices to GIRL SCOUTS shall be addressed to it as:  
Marina H. Park, CEO  
Girl Scouts of Northern California  
4825 Old Redwood Highway  
Santa Rosa, CA 95403
16. That all notices to CITY shall be addressed to it as:  
City Manager  
City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928

#### D. INDEMNIFICATION

GIRL SCOUTS shall defend, indemnify, and hold CITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this LEASE, to the extent such liability, loss, expense, attorneys' fees, or claims for injury damages are caused by or resulting from the negligent or intentional acts or omissions of GIRL SCOUTS, its officers, employees, or agents.

#### E. INSURANCE

GIRL SCOUTS shall procure and maintain for the duration of the LEASE insurance against claims for injuries to persons or damages to property which may arise from or in connection with GIRL SCOUTS' operation and use of the leased premises. The cost of such insurance shall be borne by GIRL SCOUTS.

1. Minimum Scope of Insurance  
Coverage shall be at least as broad as:

- a) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- b) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for lessees with employees).
- c) Property, insurance against all risks of loss to any tenant improvements or betterments.

2. Minimum Limits of Insurance

GIRL SCOUTS shall maintain limits no less than:

- a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- c) Property Insurance: Full replacement cost with no coinsurance penalty provision.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees and volunteers; or GIRL SCOUTS shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- a) CITY, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to GIRL SCOUTS.
- b) GIRL SCOUTS' insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, or volunteers shall be excess of GIRL SCOUTS' insurance and shall not contribute with it.

c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given CITY.

d) GIRL SCOUTS shall furnish CITY with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements must be on forms provided by CITY. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

F. RELOCATION WAIVER.

GIRL SCOUTS fully releases and discharges CITY (in its capacity as lessor and otherwise as a municipal corporation) from all and any manner of rights, demands, liabilities, obligations, claims, or causes of action, in law or equity, of any kind or nature, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the relocation of GIRL SCOUTS' business operations, or the relocation of any person(s), business(es), or other occupant(s) located within, on, or about, the Premises following the full or partial termination or expiration of GIRL SCOUTS' leasehold interest in the Premises (collectively, "Relocation Claims"), including waiver and release of any relocation rights under Government Code sections 7260 et seq. or any federal laws. GIRL SCOUTS acknowledges and agrees that the release and waiver set forth in this Section 22 is material consideration for CITY's agreement to this Lease, and that, but for this release and waiver, CITY would not have entered into this Lease. By releasing and forever discharging the Relocation Claims, GIRL SCOUTS expressly waives any rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

IN WITNESS WHEREOF, the parties hereto hereunto fixed their names and agree to the terms of this LEASE.

GIRL SCOUTS OF NORTHERN  
CALIFORNIA

CITY OF ROHNERT PARK  
A Municipal Corporation

\_\_\_\_\_  
Marina H. Park, CEO

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney