

**RESOLUTION NO. 2016-41**

**A RESOLUTION OF THE ROHNERT PARK CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE  
AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND  
REBUILDING TOGETHER, ROHNERT PARK, INC. FOR THE USE OF  
THE ROHNERT PARK SENIOR CENTER**

**WHEREAS**, the City of Rohnert Park ("City") owns and operates the Rohnert Park Senior Center ("Senior Center") for the benefit of the community and to enhance the quality of living of citizens, particularly senior citizens, in Rohnert Park; and

**WHEREAS**, bingo games have been conducted at the Senior Center for over ten years, providing a valuable social activity that enhances the lives and increases the vitality of its participants through social interaction; and

**WHEREAS**, Rebuilding Together, Rohnert Park Inc., ("Rebuilding Together") has successfully conducted bingo games for many years at the Senior Center averaging 50 – 80 participants per week; and

**WHEREAS**, Rebuilding Together's activities help support the quality of life among Rohnert Park's low income home owners, many of whom are seniors, by providing home repairs so people can remain safely in their homes; and

**WHEREAS**, the Senior Center and Rebuilding Together will benefit from the operation of bingo games at the Senior Center;

**NOW, THEREFORE**, the City Council of the City of Rohnert Park hereby resolves, determines, finds, and orders as follows:

**SECTION 1. Approval of Rental Agreement.** The City Council authorizes and approves that certain rental agreement between the City and Rebuilding Together, in substantially similar form to Exhibit A which is attached hereto and incorporated by this reference ("Rental Agreement"), subject to minor modification by the City Manager or City Attorney; and


**SECTION 2. Effectuation.** The City Manager is hereby authorized and directed to take all actions necessary to execute and administer the Rental Agreement for and on behalf of the City.

**DULY AND REGULARLY ADOPTED** this 10<sup>th</sup> day of May, 2016.

**CITY OF ROHNERT PARK**

  
Gina Belforte, Mayor

**ATTEST:**

  
Caitlin Saldanha, Deputy City Clerk

Attachment: Exhibit A

AHANOTU: Absent CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye BELFORTE: Aye  
AYES: ( 4 ) NOES: ( 0 ) ABSENT: ( 1 ) ABSTAIN: ( 0 )

**RENTAL AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND  
REBUILDING TOGETHER, ROHNERT PARK, INC.  
FOR THE USE OF ROHNERT PARK SENIOR CENTER**

This rental agreement ("Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Rohnert Park, a municipal corporation ("City"), and Rebuilding Together, Rohnert Park, Inc., a nonprofit corporation, ("Rebuilding Together") (collectively, "Parties").

**I. GENERAL RECITALS**

- A. The City owns the Rohnert Park Senior Center ("Senior Center" or "Premises"), located at 6800 Hunter Dr., Rohnert Park, CA 94928, which is available for the use of the citizens and organized groups of Rohnert Park.
- B. Rebuilding Together is a nonprofit group dedicated to renovating the homes of low-income elderly homeowners and community centers throughout Rohnert Park and Cotati.
- C. Rebuilding Together desires to lease the Senior Center from the City and the City desires to lease the Senior Center to Rebuilding Together for use as a venue for Rebuilding Together's activities for senior citizens, including operating weekly bingo games for charity, conditioned upon the terms herein.
- D. Rebuilding Together is currently in arrears to the City \$2,600 for past services rendered ("Debt").
- E. The City desires to maximize the use of the Senior Center to provide safe and beneficial programs and activities for the community.
- F. The City often collaborates with other community groups for the greater good of the Community by entering into co-sponsorship to support valued activities in the community.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Rebuilding Together hereby agree as follows:

**II. CITY AGREES TO LEASE PREMISES AS FOLLOWS:**

- 1. The City shall allow Rebuilding Together access to the Senior Center for three years following the execution of this Agreement, subject to the terms and conditions contained herein.
- 2. The City shall allow Rebuilding Together access to the Senior Center as follows:
  - A. During Rental Hours, as defined in Section II.2.B, Rebuilding Together's access shall be limited to use of the

1. Activity Room for hosting activities for seniors, including operating bingo games for charity, as defined by Rohnert Park Municipal Code 9.66.010(A), as well as for publicizing Rebuilding Together's services and volunteer opportunities;
  2. Kitchen for preparing related concessions;
  3. Reasonable use of the bathrooms.
- B. The City shall book the Activity Room for Rebuilding Together's use every Friday from 2:00 pm until 11:00 pm, except that for Fridays in February, March and April the City shall book the Activity Room from 2:30 pm to 11:00 pm ("Rental Hours").
- C. The City shall unlock the Activity Room for Rebuilding Together upon request at any time during Rental Hours. At the conclusion of Rental Hours, the City shall lock up the Activity Room.
- D. Outside of Rental Hours, Rebuilding Together shall also have access to the Activity Room for use as a meeting space for up to three hours up to once per month upon reasonable notice to the Senior Center staff.
- E. The City shall allow Rebuilding Together to store the equipment described in Attachment A in the storage room located within Suite C of the Senior Center ("Suite C"). The City shall not be liable for any damage to or loss of equipment stored in Suite C.
1. Rebuilding Together shall store the equipment in a manner that allows Senior Center staff a pathway to the maintenance equipment stored in Suite C.
  2. In addition to the equipment described in Attachment A, Rebuilding Together shall have access to the shelving in Suite C for storage of boxes and miscellaneous equipment, except that access to top shelf not allowed.
3. The City shall maintain the Activity Room, Kitchen, and Bathrooms in a reasonable manner that will permit the conduct of bingo games, including stocking the bathrooms with paper products.
  4. The City shall allow Rebuilding Together reasonable use of the Senior Center's public announcement system; tables and chairs; and kitchen supplies and equipment during Rental Hours. Rebuilding Together shall provide its own microphone for the public announcement system.
  5. The City shall bear no responsibility for setting up or taking down any equipment, or for operating the bingo games.

### **III. REBUILDING TOGETHER AGREES TO:**

1. Use the Premises solely and exclusively for purposes and in the manner stated in Section II.2.
2. Use of the Premises in a manner that complies with all applicable federal, state and local laws, statutes, ordinances, codes and regulations, including, in conducting bingo games, compliance with California Penal Code Section 326.5 and Chapter 9.66.010 *et seq.* of the Rohnert Park Municipal Code, as those provisions may be amended from time to time. This includes, but is not limited to:
  - A. Maintaining its status as a non-profit tax-exempt corporation under the laws of the state of California.
  - B. Conducting activities on the Premises, including but not limited to bingo games for charity, that are open to the public regardless of membership in Rebuilding Together.
  - C. Conducting its conducting activities on the Premises, including but not limited to its bingo games for charity, in a manner that is free from discrimination against, or segregation of any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age or disability.
3. Maintain the Premises and conduct its bingo games in a manner satisfactory to the City which includes, but is not limited to:
  - A. Covering tables before use;
  - B. Cleaning up the Activity Room and Kitchen after use and within Rental Hours;
  - C. Storing all equipment, including but not limited to microphones and bingo equipment, provided either by Rebuilding Together or the City, after use;
  - D. Obtaining permission from Senior Center staff prior to moving any furniture, equipment or instruments in the Activity Room, not including tables and chairs. Rebuilding Together shall be liable for any damage to equipment, furniture or instruments moved without permission from Senior Center Staff.
  - E. Not altering, adding, or improving the Premises in any way without the prior written consent of the City Manager.
4. Pay a monthly rental fee of \$1 (one dollar). The nominal rental fee reflects that the fair-market value of the rent of the Senior Center during the Rental Hours is less than the value to the City of the senior citizen activities and other services to be provided or financed by Rebuilding Together using the proceeds of the bingo games.
  - A. The rental fee will be due and payable in full on the fifth (5<sup>th</sup>) of each month, for the current month. Any unpaid rent will be considered delinquent if not

paid by this date.

B. A security deposit in the amount of \$1,500 (one thousand, five hundred dollars) will be deposited with the City. This deposit will be retained by the City for the term of the contract agreement and may be applied to any unpaid rent or used to make any necessary repairs to damage deemed caused by the Rebuilding Together.

C. Rental Payments will be submitted to:

City of Rohnert Park  
Accounts Receivable  
130 Avram Avenue  
Rohnert Park, CA 94928

5. Make donations to the Senior Center, to be used for charitable purposes, including programming for senior citizens, as follows:
- A. For the first six months of the Agreement, the first \$1,000 (one thousand dollars) of each month's Proceeds, as defined in Rohnert Park Municipal Code 9.66.010(E), after deduction of prizes.
  - B. For the second six months of the Agreement, the first \$1,200 (one thousand two hundred dollars) of each month's Proceeds, after the deduction of prizes.
  - C. Thereafter the first \$1,400 (one thousand four hundred dollars) of each month's Proceeds, after the deduction of prizes.
  - D. An additional \$250 (two hundred fifty dollars) of each month's Proceeds for the first twelve payments, which shall constitute satisfaction of the Debt. If either Party terminates the lease prior to one year or twelve payments, whichever comes first, the Debt shall become immediately due less \$250 (two hundred fifty dollars) for each payment made.
6. Rebuilding Together shall make this payment in full on the fifth (5<sup>th</sup>) of each month for the previous month.
7. Defend, indemnify, and hold harmless the City and City's officers, officials, employees and agents, at Rebuilding Together's sole expense and with counsel reasonably acceptable to the City, from and against all claims, (including demands, losses, actions, causes of action, damages, liabilities, expenses, changes, assessments, fines or penalties of any kind, and costs including consultant and expert fees, court costs and attorney's fees) from any cause, arising out of or relating (directly or indirectly) to this Agreement, the tenancy created under this Agreement, including without limitation:
- A. The use or occupancy, or manner of use or occupancy, of the Senior Center by Rebuilding Together;
  - B. Any act, error, omission, or negligence of Rebuilding Together or of any subtenant, invitee, guest, contractor or licensee of Rebuilding Together or any subtenant in, on or about the Premises;
  - C. Rebuilding Together's conducting of its business;

- D. Any alterations, activities, work, or things done, omitted, permitted, allowed, or suffered by Rebuilding Together in, at, or about the Senior Center, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the Agreement commencement date or enacted, promulgated, or issued after the date of this Agreement; and
- E. Any breach or default in performance of any obligation on Rebuilding Together's part to be performed under this Agreement, whether before or during the Agreement Term or after its expiration or earlier termination.
- F. This indemnification extends to and includes, without limitation, claims for:
  - i. Injury to any persons (including death at any time resulting from that injury);
  - ii. Loss of, injury or damage to, or destruction of property (including loss of use at any time resulting from that loss, injury, damage, or destruction); and
  - iii. All economic losses and consequential or resulting damage of any kind.

Rebuilding Together's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all claims against the City involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

8. Maintain insurance coverage at all times during the term of this Agreement as follows:

A. Liability Insurance: Comprehensive general liability insurance with the following minimum limits:

\$2,000,000 per occurrence  
\$4,000,000 annual aggregate  
\$4,000,000 umbrella coverage

Rebuilding Together shall name the City's officers, officials, employees and agents, while acting in that capacity, as additional insureds. The umbrella policies must be at least as broad as the Parties' liability coverage. Rebuilding Together's insurance shall be primary as to liability arising from its use of the City's facilities. Rebuilding Together shall provide the City with written proof of such coverage upon execution of this Agreement, and shall further provide the other party with thirty (30) days written notice of a material change to or cancellation of such coverage.

B. Workers Compensation Insurance: Rebuilding Together shall maintain Workers Compensation Insurance for its employees as required by State law.



#### IV. IT IS MUTUALLY AGREED THAT:

1. Termination Without Cause - Either party may terminate this Agreement by submitting to the other party written notice thirty (30) days prior to the termination date. In the case of the termination of this Agreement, Rebuilding Together shall be liable for any portion of the Agreement until the date of termination.
2. Termination For Cause - Failure of Rebuilding Together to abide by any of the provisions of this Agreement will be grounds for immediate cancellation and forfeiture of all moneys paid to date. Rebuilding Together shall remain liable for any payments described in Section III.5 from bingo games hosted prior to cancellation.
3. Renewal - Sixty (60) days prior to the expiration of the rental term, the Parties shall meet to reevaluate the terms of this Agreement. If both Parties agree in writing, this lease shall be renewed on the same terms for an additional two years, except that if Rebuilding Together has made twelve payments under Section III.5.A, no further payments under Section III.5.A shall be required. A new agreement may be created with the written consent of both Parties.
4. Time - Time is of the essence of each provision of this Agreement.
5. Severability - The Parties intend this Agreement to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If an arbitrator or a court of competent jurisdiction holds any provision hereof to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them, shall not be affected unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.
6. Governing Law; Venue; Construction - This Agreement shall be construed according to the laws of the State of California without regard to principles of conflict of laws. Any action or proceeding that relates to, or arises from, this Agreement shall be brought in a state court of competent jurisdiction located in Sonoma County. The captions used for the Sections and Articles of this Agreement have been inserted for convenience only and shall not be used to alter or interpret the content of this Agreement.
7. Entire Agreement; Amendments - This Agreement and Attachment A attached hereto and incorporated herein by this reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the City and Rebuilding Together pertaining to the lease of the Senior Center and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be amended or modified except in a writing signed by both Parties.
8. Counterparts - This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon provided such signature



page is attached to any other counterpart identical thereto except having additional signature pages executed by any other party. This Agreement shall take effect when signed by all Parties.

*[Signatures on following page]*

DRAFT

IN WITNESS WHEREOF, the Parties hereto have affixed their names and seals of day and year first above written.

Date:

City of Rohnert Park,  
a Municipal Corporation

By: \_\_\_\_\_  
City Manager

Authorized by Resolution No. \_\_\_\_\_

Date:

Rebuilding Together, Rohnert Park, Inc.

By: \_\_\_\_\_  
President

Authorized by Resolution No. \_\_\_\_\_

Approved as to form by:

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

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4 – TV Stands

3 – Rolling Carts

1 - Ball Machine

1 - Light Board

2 – TV's on room floor

2 – 3' tables