

## RESOLUTION NO. 1879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF A LEASE WITH  
TRUCHA, INC.

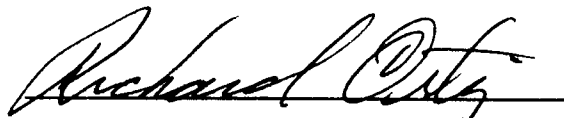
BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of said City to execute and deliver a Lease with TRUCHA, INC., a California non-profit corporation, in the form of the document hereunto attached, marked "Exhibit No. A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 28th day of September, 1988, by the following vote:

AYES, and in favor thereof, Councilmembers: Campos,  
Ledesma, Untalon, Mayor Pro Tem Slagle, Mayor Ortiz

NOES, Councilmembers: None

ABSENT, Councilmembers: None



MAYOR OF THE CITY OF SOLEDAD

ATTEST:



CITY CLERK OF THE CITY OF SOLEDAD

L E A S E

THIS LEASE is made between the CITY OF SOLEDAD, a municipal corporation, of the State of California, hereinafter called "Lessor", and TRUCHA, INC., a California non-profit corporation, hereinafter called "Lessee", as follows:

The Lessor, for and in consideration of the rents, covenants and agreements hereinafter set forth to be paid, kept and performed by the Lessee, does by these presents lease and let unto the Lessee, and the said Lessee does by these presents take and hire from the Lessor, the building and premises located at and described by street number as 185 Encinal Street, in the City of Soledad, Monterey County, California; EXCEPTING AND RESERVING unto the Lessor, however, the rear bedroom of said building, together with the right to share the kitchen and bathroom facilities in said building with the Lessee. Said premises are unfurnished; Lessee shall provide all furniture, furnishings and equipment necessary to the operation of the facility.

The terms and conditions of this lease are as follows:

1. Term. The term of this lease shall be one (1) year, commencing on September 15, 1988, and ending on September 14, 1989; subject to the provisions for termination hereinafter set forth.

2. Use. The demised premises shall be used by the Lessee solely and exclusively as an office for the operation of a non-profit facility to provide counseling and outreach services to persons residing in the City of Soledad vicinity as set forth in the "Scope of Services" attached hereto,

"A"

marked "Exhibit A," and incorporated herein by reference and for no other purpose. Specifically, and without limiting the generality of the foregoing it is understood and agreed that no part of the premises shall be used for residential purposes or by groups or organizations other than Lessee.

3. Rental. Lessee shall not be obligated to pay rent for the use of the demised premises.

4. Repairs. Lessee acknowledges that the demised premises are now in good order and condition and agrees to keep and maintain said premises in good order and condition at all times, and at the expiration of the term hereof or sooner termination of the estate hereby created to peaceably leave, surrender and yield up the said premises unto the Lessor in as good condition as when received, loss or damage by fire or inevitable accident and reasonable use and wear thereof excepted. Lessor shall not be called upon to make any improvements or repairs or replacements whatsoever upon the said premises, or any part thereof.

5. Improvements and Alterations. Lessee shall not commit, nor permit to be committed, any waste of, in or about the said premises, and shall not make, nor permit to be made, any alterations or improvements of the said premises, without the written consent of the Lessor first had and obtained. All additions to and improvements of the said premises, including locks, bolts and other fixtures, whether made by the Lessee or by any other person, save and except movable furniture, fixtures and equipment installed by the Lessee upon the said premises and which can be removed therefrom without injury to the said premises, immediately when made shall become and be the property of the Lessor and shall not be removed from or changed in the said premises without the consent in writing of

the Lessor first had and obtained.

6. Utilities. Lessee will pay for all utilities and services including telephone billed to the demised premises, except for the telephone service installed on the premises for Lessor's use.

7. Liens. Lessee agrees to keep said premises free from liens of every character, and in the event any liens for labor or materials should arise during the term hereof on account of any act or omission by Lessee, Lessee agrees forthwith to discharge and pay the same.

8. Compliance with Laws. The Lessee shall not do, or permit to be done, or keep, or permit to be kept, in or about the said premises, anything which shall be a nuisance or which shall be in violation of any law, ordinance, rule or regulation of any governmental authority.

9. Indemnity. Lessee waives any and all claims for injury to person or property occurring on or about the demised premises and agrees to indemnify Lessor against all claims, demands and liability on account of injury to persons and property of third persons on or about the said premises, arising from Lessee's occupancy or use of said premises.

10. Public Liability and Property Damage Insurance. Lessee shall take out and maintain during the term of this lease, or any extension or renewal thereof, such public liability and property damage insurance as shall insure Lessor, its elective and appointive boards, commissions, officers, agents and employees, from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Lessee's use or occupancy of the demised premises. The amounts of such insurance shall

be as follows:

(a) Public Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including but not limited to, death, to any one person and, subject to the same limit for each person, in an amount not less than One Million Dollars (\$1,000,000.00) on account of any one occurrence.

(b) Property Damage Insurance. In an amount of not less than Fifty Thousand Dollars (\$50,000.00) for damage to the property of any one person and, subject to the same limit for each person, in an amount not less than One Hundred Thousand Dollars (\$100,000.00) on account of any one occurrence.

Concurrently with the execution of this lease the Lessee shall furnish to Lessor a certificate of insurance evidencing such coverage and providing that said policy or policies may not be cancelled or modified without at least thirty (30) days' prior written notice to Lessor.

11. Default. Should the Lessee abandon the demised premises or otherwise breach this lease, then the Lessor may re-enter and repossess the demised premises and remove all persons and property therefrom, without notice and without liability for trespass, and this lease shall thereupon terminate.

12. Waiver. The waiver by Lessor of any default or breach of this lease by Lessee shall not be deemed or held to be a waiver of any subsequent or other default or breach hereof by said Lessee.

13. Holding Over. No holding over of the possession of the demised premises by Lessee beyond the term of

this lease shall be deemed an extension of said term or create the right to any additional term in the absence of a written agreement executed by Lessor.

14. Termination by Lessor. Notwithstanding any provision of this lease to the contrary, Lessor reserves the right, at its election, to terminate this lease at any time upon giving to Lessee not less than sixty (60) days' prior written notice of such termination.

15. Personal Property Taxes. Lessee agrees to pay when due all taxes levied upon personal property of all kinds belonging to the Lessee and located upon the demised premises.

16. Possessory Interest. Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest.

17. Assignment and Subletting. Lessee shall not assign this lease, or any interest herein, or underlet the said premises, or any part thereof, without the prior written consent of the Lessor, and neither this lease, nor any interest herein of the Lessee, shall be assignable in proceedings by or against the Lessee in bankruptcy, or in insolvency, or in any other manner by operation of law.

18. Signs. Lessee shall not place any signs or advertisements in, on or about the demised premises except with the prior written consent of the Lessor.

19. Waiver of Right of Action for Insured Losses. Each party to this lease waives any right of action such party may later acquire against the other for the recovery of any loss or damage to any of such party's property which is insured under valid and collectible insurance policies, to the

extent of any recovery collectible under such insurance.

20. Attorney's Fees. In case either party shall bring suit against the other to compel the performance of, or to recover for the breach of, any covenant, agreement or condition herein written, or, in the case of the Lessor, to recover possession of the demised premises or to remove from the record this lease or any lien or encumbrance thereon created by the Lessee, the prevailing party shall be entitled to a reasonable attorney's fee, to be fixed by the court and made a part of any judgment entered therein.

21. Inspection. Lessor shall have the right to enter said premises, or any part thereof, at all reasonable times for the purpose of inspecting the same or for any other lawful purpose.

22. Time of the Essence. Time and specific performance are of the essence of this agreement, and of every provision hereof.

23. Notice. Any notice to be given hereunder will be sufficiently served if given personally to the person to whom it is addressed, or if deposited in the United States mail, registered or certified, addressed to the party to be served at the address shown below his signature hereto, or at such other address as he may hereafter designate for the service of notices hereunder.

24. Successors and Assigns. Subject to the restriction on assignment hereinabove written, this lease, and all of the terms, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto

set their hands in duplicate the 28th day of September, 1988.

LESSOR

LESSEE

CITY OF SOLEDAD, a municipal corporation,

TRUCHA, INC., a California non-profit corporation,

By *Richard [Signature]*  
Mayor

By *[Signature]*  
Title: *Executive Director*

ATTEST:  
*[Signature]*  
City Clerk

By \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address:  
P. O. Box 156  
Soledad, California 93960