



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Adoption of a Resolution approving the First Amendment to Lease Agreement by and between the City of Sausalito and Steve Sara - MLK

### RECOMMENDED MOTION:

Adopt a Resolution of the City Council of the City of Sausalito approving the First Amendment to the Lease Agreement by and between the City of Sausalito and Steve Sara

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### BACKGROUND

The City and Steve Sara (the "Tenant") entered into a Lease of Premises dated as of December 1, 2008. The Lease provides for Tenant's lease of Suite 210 in Building 2 at the MLK site - 100 Ebbtide, Sausalito, California on a month to month basis for use as an artist studio (the "Premises").

Tenant has requested a rent reduction of \$24/month for a six month period which would bring the rent paid by Tenant into line with the monthly rental amount paid by other tenants in Building 2. The initial base rent paid by Tenant for the Premises is \$880 – which has been increased annually by a CPI escalator no less than 4% nor greater than 7%.

Granting the requested reduction would be consistent with how other artists at the MLK Site have been treated.

The OMIT Committee has reviewed and approved the terms of the proposed First Amendment.

### FISCAL IMPACT

The proposed First Amendment to the Lease would result in a decrease in the rent paid by Tenant for Suite 210 by a total amount of \$144.00.

### STAFF RECOMMENDATIONS

Staff recommends that the City Council adopt a Resolution of the City Council of the City of Sausalito approving the First Amendment to Lease Agreement by and between the City of Sausalito and Steve Sara.

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**ATTACHMENTS**

Resolution of the City Council of the City of Sausalito approving the First Amendment to Lease Agreement by and between the City of Sausalito and Steve Sara.

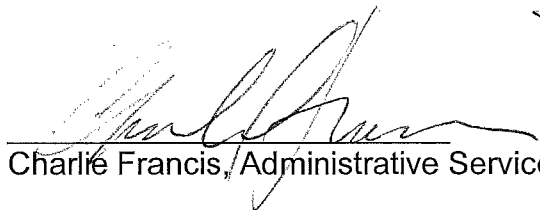
First Amendment to Lease Agreement by and between the City of Sausalito and Steve Sara.

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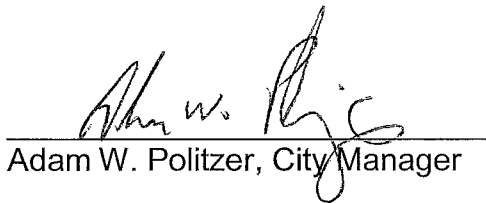
PREPARED BY:

  
Mary A. Wagner, City Attorney

REVIEWED BY;

  
Charlie Francis, Administrative Services Director

REVIEWED AND SUBMITTED BY;

  
Adam W. Politzer, City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SAUSALITO, CALIFORNIA  
APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BY AND  
BETWEEN THE CITY OF SAUSALITO AND STEVE SARA**

**WHEREAS**, the City of Sausalito leases that certain real property located at 100 Ebbtide, Sausalito from the Sausalito School District (the "Site"); and

**WHEREAS**, the City and Steve Sara desire to enter into the attached First Amendment to the Lease which is attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, the approval of the proposed Amendment is exempt from the application of the California Environmental Quality Act (California Public Resources Code Section 21000, et seq., "CEQA"), pursuant to Section 15301 (Class 1 Categorical Exemption) of the State CEQA Guidelines (Title 14, California Code of Regulations Section 15000, et seq.).

**Now, therefore**, the City Council of the City of Sausalito does hereby resolve as follows:

1. The City Council hereby finds that the proposed Amendment is exempt from the application of CEQA pursuant to Section 15301 (Class 1 Categorical Exemption) of the State CEQA Guidelines and the City Clerk, or her designee, is directed to cause Notices of Exemption to be posted in accordance with CEQA.
2. The First Amendment to the Lease Agreement by and between the City of Sausalito and Steve Sara which is attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the First Amendment on behalf of the City.
3. Upon execution of the Amendment by the Mayor, the City Manager (or his designee), is authorized, on behalf of the City, to approve and/or sign all documents necessary and appropriate to carry out and implement the Amendment, and to administer the City's obligations, responsibilities and duties to be performed under the Amendment and related documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the \_\_\_\_ day of \_\_\_\_\_, 2010, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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MAYOR OF THE CITY OF SAUSALITO

CITY CLERK

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**EXHIBIT A**

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## FIRST AMENDMENT TO LEASE OF PREMISES

**THIS FIRST AMENDMENT TO LEASE OF PREMISES** ("Amendment"), dated effective as September 28, 2010 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "Landlord"), and **STEVE SARA**, an individual (the "Tenant").

### RECITALS

The following Recitals are a substantive part of this Agreement:

A. Landlord and Tenant entered into a Lease of Premises dated as of December 1, 2008 which provides for Tenant's lease of that certain real property commonly known as Building 2, Suite 210, 100 Ebbtide, Sausalito, California on a month to month basis.

B. Landlord and Tenant desire to enter into this Amendment to the Lease in order to provide for a temporary six month rent reduction.

### AGREEMENT

In consideration of the mutual covenants and conditions contained in this Amendment, Landlord and Tenant hereby agree as follows:

**Section 1. Rent.** Commencing October 1, 2010, and for a period of six months thereafter that is until March 31, 2011 the monthly Base Rent to be paid by Tenant to Landlord shall be reduced by an amount equal to Twenty Four Dollars (\$24.00) per month. Commencing April 1, 2011 the Rent due and owing to Landlord shall return to the full amount due under Section 3 of the Lease.

**Section 2. Effect on Lease.** Except as expressly set forth herein, the terms and conditions of the Lease shall remain in full force and effect. In the event of any inconsistency between the Lease and this Amendment, the terms of this Amendment shall control.

**Section 3. Entire Agreement; Conflicts.** This Amendment and the Lease contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Lease shall not be modified or altered except in writing signed by both parties.

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**Section 4. Execution.** This Amendment may be executed in duplicate original counterparts each of which shall constitute on and the same instrument.

**LANDLORD:**

**CITY OF SAUSALITO**, a municipal corporation

Dated: \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Jonathan Leone, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

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

**TENANT:**

Dated: \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Steve Sara

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