

RESOLUTION NO. 2208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF LEASE BETWEEN MONTEREY
COUNTY PUBLIC HEALTH - WOMEN, INFANTS AND
CHILDREN ("WIC") PROGRAM

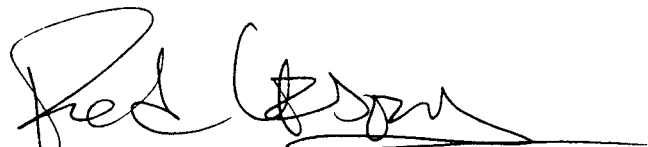
BE IT RESOLVED by the City Council of the City of
Soledad that the City Manager is hereby, authorized, for and on
behalf of the City of Soledad to execute a lease by and between
the City of Soledad, as Lessor and the MONTEREY COUNTY PUBLIC
HEALTH - WOMEN, INFANTS AND CHILDREN ("WIC") PROGRAM, as Lessee,
in the form of the lease hereunto attached, marked "Exhibit 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 23rd day of
November, 1992, by the following vote:

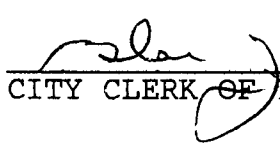
AYES, and in favor thereof, Councilmembers: John
Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro
Tem Fabian Barrera, Mayor Fred Ledesma

NOES, Councilmembers None

ABSENT, Councilmembers. None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT NR A-06315

REAL PROPERTY LEASE

County of Monterey Standard Lease Form

THIS LEASE made this 25th day of MAY, 1993, between the City of Soledad, California 93960, LESSOR, and the County of Monterey, LESSEE, 855 East Laurel Drive, Building C, Salinas, California 93905

LESSOR, in consideration of the rent and agreements hereinafter set forth does hereby lease to LESSEE, and LESSEE leases from LESSOR those certain premises located at 255 Soledad Street, Soledad, California, 93960, consisting of 2,860 interior square feet of space as shown on the attached Exhibit A

Section 1 - TERM The term shall be for three (3) years, beginning approximately November 1, 1992, and ending October 31, 1995

Section 2 - OPTION LESSEE shall have the option to renew this lease for one (1) year, on the same terms and conditions provided sixty (60) days written notice of intent is given by LESSEE prior to termination of this lease.

Section 3 - RENT LESSEE agrees to pay LESSOR monthly rent of Three Hundred Sixty-Five and No/100 Dollars (\$365.00) on the first day of each month during the term of said lease, unless rent shall be modified as provided elsewhere in this lease document. The first month's rent shall be prorated in the event LESSEE takes possession after the first of the month

It is mutually agreed that in the event the LESSEE shall default in the payment of rent herein reserved when due, the LESSOR shall forward notice in writing of such default to the LESSEE, and failure of the LESSEE to cure such default within thirty (30) days after the date of receipt of such notice shall, at the option of the LESSOR, work as a forfeiture of this lease.

Section 4 - DELIVERY OF PREMISES. LESSOR agrees to deliver to the LESSEE physical possession of the demised premises upon the commencement of the terms hereof in good and tenable condition, free and clear of all tenants and occupants and the rights of either. Such delivery shall also be free of liens, encumbrances and violations of laws, ordinances and regulations relating to the use, occupation and construction of the building on the demised premises or of which the demised premises are a part LESSEE's taking possession of the premises on commencement of the lease term shall constitute LESSEE's acknowledgement that the premises are in good condition, subject to a mutual inventory and condition

inspection by LESSEE and LESSOR, recorded, and signed by both parties

LESSEE agrees to delivery to LESSOR physical possession of the demised premises within ten (10) days after the termination of the term hereof or any extension thereof, in as good condition as it was at the commencement of this lease, wear and tear, damage by fire, or damage from any other cause not directly attributable to the negligence of the LESSEE excepted

Section 5 - USE The premises shall be used by the LESSEE solely and exclusively for purposes of county offices and for no other purpose LESSEE's use of the premises, as provided in this lease, shall be in accordance with the following 1) LESSEE shall not do, bring or keep anything in or about the premises that will cause a cancellation of any insurance covering the premises 2) LESSEE shall comply with all laws concerning the premises or LESSEE's use of the premises 3) LESSEE shall not use the premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners to occupants of adjacent properties

Section 6 - LESSOR'S ENTRY OF PREMISES: LESSOR and his authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes: 1) To determine whether the premises are in good condition and whether LESSEE is complying with its obligations under this lease. 2) To do any necessary maintenance and to make any restoration to the premises that LESSOR has the right or obligation to perform.

Section 7 - UTILITIES: LESSOR shall arrange for and pay for services furnished to or used by LESSEE, including water and sewer services, and for all connection charges for these services needed for this premises. LESSEE shall provide its own telephone services for premises. LESSOR shall provide janitorial services for the occupied premises to LESSEE at cost, said cost to be incorporated into the monthly rent. The cost of janitorial services are subject to modification, and may be adjusted as necessary from time to time. No such change in the cost of janitorial services shall be imposed upon LESSEE without sixty (60) days written notice LESSOR shall provide janitorial services for common areas free of charge

Section 8 - MAINTENANCE LESSEE agrees to permit no act of waste, take good care of and perform routine minor maintenance to the interior of said premises such as carpets, leaky faucets, electrical light switches, light fixtures and ballasts, light bulbs, broken interior glass, interior painting, and any damage caused by misuse or neglect of a county employee or its agents and/or third parties.

LESSOR agrees to perform in a timely manner maintenance and replacement, if necessary, on heating, ventilating and air conditioning systems, interior repairs to electrical wiring or

plumbing within walls, or at electrical service panels, and make all structural repairs, and all exterior repairs including flooring, roof, exterior glass, parking area, sidewalk and common areas

Any building owner/manager/operator shall not apply any substance which is part of any building maintenance or repair which would introduce irritating or noxious odors or any other hazardous condition to occupied spaces without prior coordination and approval of the Monterey County Facilities and Construction Manager at (408) 755-4855. Prior notification and approval shall be made at least 48 hours prior to the desired application time. Also, a Product Safety Sheet shall be furnished by the proposed applicator to the Monterey County Facilities and Construction Manager.

Section 9 - INSURANCE AND INDEMNIFICATION - LESSEE, during the term hereof shall indemnify and save harmless the LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the demised premises and arising out of the use of the demised premises by the LESSEE, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR.

LESSEE has a \$1,000,000 self-insured retention, with extension policies to cover liability above that amount. LESSEE agrees to maintain public liability and property damage coverage with liability limits of not less than \$1,000,000 for injury or death to one or more persons and property damage limits of not less than \$300,000 per occurrence insuring against all liability of LESSEE and its authorized representatives arising out of and in connection with LESSEE's use or occupancy of the premises.

LESSEE's Fire Insurance. LESSEE, at its own cost, shall maintain on all its personal property, LESSEE's improvements, and alterations, in, on, or about the premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of their actual cash value. The proceeds from any such policy shall be used by LESSEE for the replacement of personal property, the restoration of LESSEE's improvements or alterations or the maintenance of premises. LESSEE and LESSOR shall be named as co-insureds, and the policy shall contain cross-liability endorsements.

All insurance shall name the City of Soledad/Soledad Redevelopment Agency, its officials, officers and employees as additional insureds. Additionally, all insurance required under this lease shall

- a Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports
- b Be issued as a primary policy
- c Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy. Each policy, or certificate of the policy, together with evidence of payment of premiums, shall be deposited with the LESSOR at the commencement of the term, and on renewal of the policy, not less than thirty (30) days before expiration of the term of the policy

If, in the opinion of an insurance broker, consultant retained by the LESSOR, the amount of insurance coverage at that time is not adequate, LESSEE shall increase the insurance coverage as required by LESSOR's insurance broker/consultant. However, the initial increase may not be required sooner than three (3) years from the date on which this agreement was executed.

LESSOR, during the terms hereof, shall indemnify, defend and save harmless the LESSEE from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of the LESSOR.

LESSOR agrees that it will keep insured against loss or damage by fire, to at least eighty percent (80%) of the full fair insurable value thereof, the building on the demised premises or of which the demised premises are a part of ~~without recourse by the insurance carrier against the LESSEE for negligence.~~

Section 10 - SIGNS: LESSEE may place such signs and advertisements upon the demised premises as comports with applicable law and regulations, provided, however, that at the expiration of the term hereof or any renewal or extension of this lease, LESSEE will remove said signs and will restore the demised premises to their original condition.

Section 11 - FIXTURES: Any trade fixtures, equipment, furniture, demountable walls, and other property installed in the demised premises by and at the expense of the LESSEE shall remain the property of the LESSEE, and the LESSOR agrees that the LESSEE shall have the right at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the demised premises provided premises is restored to acceptable condition. The LESSOR agrees not to mortgage or pledge to the LESSEE's trade fixtures, equipment and other property

Section 12 - COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA) LESSOR shall modify the premises, if necessary, to comply with all applicable requirements of the "Americans with Disabilities Act of 1990" at owner expense

Section 13 - IMPROVEMENTS AND ALTERATIONS LESSEE shall not make any alterations or improvement of the said premises without the written consent of the LESSOR first had and obtained. All alterations and additions to and improvement of the said premises, immediately when made shall become and be the property of the LESSOR and shall not be changed in the said premises without the consent in writing of the LESSOR first had and obtained

Section 14 - ASSIGNMENT. LESSEE shall not assign the lease, or any interest therein and shall not sublet the said premises or any portion thereof

Section 15 - DESTRUCTION. In the event of a partial destruction of the premises for any cause, LESSOR shall forthwith repair the same, provided such repairs can be made within ninety (90) days, but such partial destruction shall in no way annul or void this lease except that LESSEE shall be entitled to a proportionate deduction of rent while repairs are being made. Such deduction shall be based upon the extent to which the destruction and the making of repairs shall interfere with the business carried on by LESSEE. In the event of destruction of more than one third of the premises or that repairs cannot be reasonably made in sixty (60) days, this lease may be terminated at the option of either party

Section 16 - LEGAL ACTION: Should LESSOR be compelled to commence or sustain an action at law to collect said rent or parts thereof or to dispossess the LESSEE or to recover possession of said premises, or should LESSEE be compelled to commence or sustain an action at law or in equity to enforce any obligation of LESSOR under this lease, the losing party shall pay all costs in connection therewith including a reasonable fee for the attorney of the winning party

Section 17 - LIENS. LESSEE agrees that in the event of any liens including liens for labor or materials should arise during the term thereof on account of any act or omission by LESSEE, LESSEE agrees forthwith to discharge and pay the same.

Section 18 - REAL PROPERTY TAXES LESSOR shall pay when due all property taxes and assessments levied upon the demised premises

Section 19 - 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

Section 20 - ABANDONMENT: If LESSEE shall abandon said premises, the same may be relet by the LESSOR for such rent and upon such terms as said LESSOR may see fit, and if a sufficient sum shall not thus be realized after paying the expenses of such reletting and collecting, to satisfy the rent hereby reserved, the LESSEE agrees to satisfy and pay all deficiency. In the event the LESSOR shall relet the premises for the balance of the entire term of this lease, the LESSOR may immediately declare due and payable from the LESSEE the difference between the rental provided for herein and the rental procured upon such reletting.

Section 21 - WAIVER That the waiver, by LESSOR or LESSEE, of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein and that the terms and conditions contained herein shall apply to and bind the heirs, successors and assigns of the respective parties hereto.

Section 22 - HOLDING OVER: If LESSEE, with LESSOR's consent, remains in possession of the premises after expiration or termination of the term, or after the date in any notice given terminating this lease without a new agreement being reached, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party, at the same terms and conditions herein stated.

Section 23 - TERMINATION BY COUNTY: Notwithstanding any other provisions of this lease, LESSEE at its sole option, may terminate this lease upon sixty (60) days written notice that funds have not been budgeted for leasing of the property described herein. Such termination shall be without penalty to LESSEE. Such right of termination shall not be construed so as to permit LESSEE to terminate this lease in order to lease other premises for a similar purpose in the same general area. LESSEE represents it is its intent to lease said property for the full term unless financial conditions make it necessary for the Board of Supervisors to not budget funds therefor.

Section 24 - NOTICE: Any notice which either party desires or is required to give to the other party shall be in writing and either served personally or sent by registered or certified U S Mail, at the address set forth in the introductory paragraph of this lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing, if mailed as provided in this paragraph.

Section 25 - ANNUAL RENT ADJUSTMENT. The monthly rental payable hereunder shall be increased at the beginning of each year of the term, including any extended term, by a percentage increase measured by the percentage of increase, if any, of the "Consumer Price Index" for all Urban Consumers (CPI-U) for San

Francisco as published by the Bureau of Labor Statistics of the United States Department of Labor, taking as the base said index closest to the commencement date of the lease year preceding the year for which the rent adjustment is made as compared to said index closest to the termination date of said year. If for any reason said index is not available, the same Consumer Price Index for the United States shall be used, and if neither Consumer Price Index is available, then a comparable index shall be used, commencing November 1, 1993, and each year thereafter

Section 26 - 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 benefits of their heirs, legal representatives, successors and assigns of the respective parties hereto

Section 27 - TIME OF THE ESSENCE: Time is of the essence in this Agreement

Section 28 - LEASE MODIFICATION: This lease may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by the City Manager on behalf of the City and Monterey County Purchasing Manager on behalf of the County of Monterey.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their respective duly authorized agents the day and year shown above.

Dated this 25th day of MAY 1993 at Salinas, California.

LESSORS.

LESSEE

CITY OF SOLEDAD, CALIFORNIA

COUNTY OF MONTEREY
BOARD OF SUPERVISORS

By Betty Bunn

By Daniel Peart
Monterey County Purchasing Manager

Date MAY 7, 1993

Date MAY 25, 1993

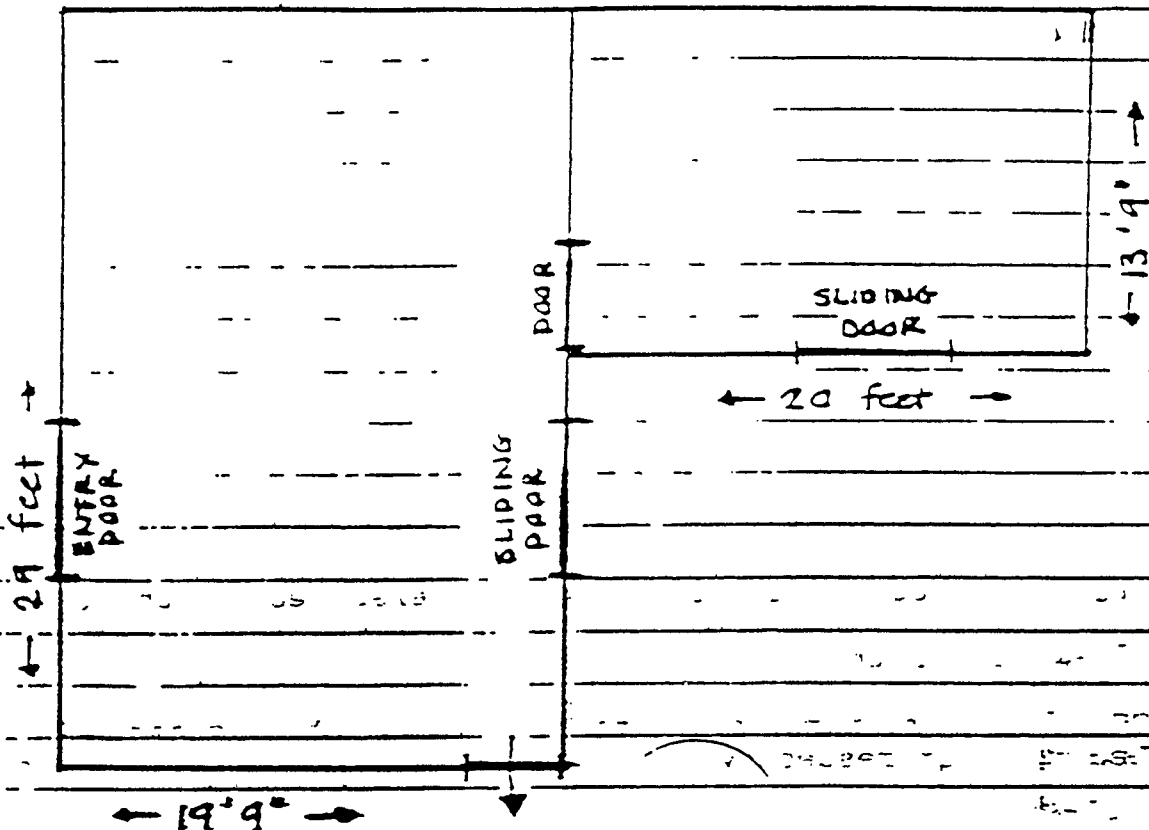
Approved as to form _____

A5B (Rev.4/16/93)

APPROVED AS
TO FORM

APR 16 1993
J R RAMOS
J R. RAMOS
SENIOR DEPUTY COUNTY COUNSFL

EXHIBIT "A"
to
Real Estate Lease
between
County of Monterey and City of Soledad



Monterey County Health Dept
WIC PROGRAM
255 Soledad St
Soledad, CA 93960