

RESOLUTION NO 2430

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

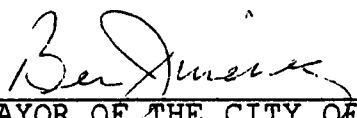
BE IT RESOLVED by the City Council of the City of Soledad that the City Manager is hereby, authorized, for and on behalf of the City of Soledad to execute a lease by and between the City of Soledad, as Lessor and the Monterey County Public Health - "Women, Infants and Children" (WIC) Program, as Lessee, 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 24th day of April, 1995, by the following vote

AYES, and in favor thereof, Councilmembers. John Holguin, Fred Ledesma, Richard Ortiz, Mayor Ben Jimenez

NAYES, Councilmembers. None

ABSENT, Councilmembers Mayor Pro Tem Fabian Barrera



 MAYOR OF THE CITY OF SOLEDAD

ATTEST



 CITY CLERK OF THE CITY OF SOLEDAD

THIS LEASE made this 24th day of April, 1995 between the City of Soledad, Soledad, California 93960, "LESSOR", and the County of Monterey, 855 East Laurel Drive, Building C, Salinas, California 93905, "LESSEE."

SECTION 1 - LEASE OF PREMISES:

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 2,200 square feet of space as shown on the attached "Exhibit A."

SECTION 2 - TERM: The term shall be for three (3) years, beginning May 1, 1995, and ending April 30, 1997.

SECTION 3 - OPTION: LESSEE shall have the option to renew this Lease for one (1) additional term of two (2) years, on the same terms and conditions, with the exception set forth in Section 25, provided that LESSEE gives LESSOR not less than sixty (60) days written notice of its intent to exercise the option to renew prior to expiration of this Lease.

SECTION 4 - RENT: LESSEE shall pay LESSOR monthly rent of one thousand dollars (\$1,000.00) on the first (1st) day of each month during the term of said Lease, unless rent shall be reduced or diminished as provided elsewhere in this lease. 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 5 - 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, agrees to delivery to LESSOR, physical possession of the demised PREMISES within ten (10) days after the termination or expiration of this Lease 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.

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.

SECTION 6 - 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: a) LESSEE shall not do, bring or keep anything in or about the PREMISES that will cause a cancellation of any insurance covering the PREMISES. b) LESSEE shall comply with all laws concerning the PREMISES or LESSEE's use of the PREMISES. c) LESSEE shall not use the PREMISES in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties.

SECTION 7 - LESSOR'S ENTRY OF PREMISES: LESSOR and its authorized representatives shall have the right to enter the PREMISES at all reasonable times after giving at least twenty-four (24) hours advance notice for any of the following purposes: a) To determine whether the PREMISES are in good condition and whether LESSEE is complying with its obligations under this lease. b) To do any necessary maintenance and to make any restoration to the PREMISES that LESSOR has the right or obligation to perform, upon reasonable advance notice to the LESSEE. LESSOR agrees to make a good-faith effort to exercise the rights established in this section in a manner so as to minimize or avoid any adverse impact on County's conduct of business.

SECTION 8 - UTILITIES: LESSEE shall make all arrangements for and pay for electricity, telephone, and janitorial services. LESSOR shall furnish all other utilities and services for the PREMISES.

SECTION 9 - MAINTENANCE: LESSEE shall 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, its agents, or third parties.

LESSOR agrees to perform major maintenance 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.

LESSOR, its officers, employees, and agents shall not apply any substance as 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 Facilities and Construction Manager at (408) 755-4855. Prior notification and approval shall be made at least forty-eight (48) hours prior to the desired application time. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator to the Monterey County Facilities and Construction Manager who will give proper notice to occupants of the premises.

Examples of such substances or materials; include, but are not limited, to the following:

- Termite Control Materials
- Pesticides
- Paint
- Water Treatment Chemicals
- Any other substance that is or could be construed as hazardous

SECTION 10 - 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 shall 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.

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 11 - SIGNS: LESSEE may place such signs and advertisements upon the demised PREMISES as comports with applicable law and regulations, LESSEE may desire, 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 its original condition.

SECTION 12 - 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 are restored to acceptable condition. The LESSOR agrees not to mortgage or pledge the LESSEE's trade fixtures, equipment and other property.

SECTION 13 - COMPLIANCE WITH THE "AMERICANS WITH DISABILITIES ACT OF 1990" (ADA): The LESSOR will ensure that the PREMISES, are in

compliance with the Americans with Disabilities Act of 1990 ("ADA") and, if necessary, shall modify the PREMISES to comply with the Act and the regulations promulgated to implement the Act at LESSOR expense.

SECTION 14 - 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 15 - ASSIGNMENT: LESSEE agrees not to assign this lease, or any interest therein and shall not sublet the said PREMISES or any portion thereof without prior consent of LESSOR.

SECTION 16 - 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 sixty (60) days, but such partial destruction shall in no way annul or void this Lease except that LESSEE shall be entitled to a proportionate reduction of rent while repairs are being made. Such reduction 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 (1/3) 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 17 - 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 prevailing party shall be entitled to payment of its costs and reasonable attorney's fees as may be determined by the court.

SECTION 18 - LIENS: LESSEE agrees that, in the event of any liens, including liens for labor or materials, should arise during the term of this Lease on account of any act or omission by LESSEE, LESSEE shall forthwith discharge and pay the same.

SECTION 19 - ASSESSMENTS: LESSOR shall pay when due all assessments levied 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 thirty (30) 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 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 ninety-six (96) hours from the time of mailing, if mailed as provided in this paragraph,

SECTION 25 - RENT ADJUSTMENT: At the end of the three (3) year term of this Lease, and upon the exercise of LESSOR's option to renew said lease, the monthly rental payable hereunder may be increased by LESSOR at the beginning of the option term, by a percentage increase measured by the percentage of Urban Consumers (CPI-U) for San Francisco as published by the Bureau of Labor Statistics of the United States Department of Labor. In no case shall the increase exceed three percent (3%) under the provisions of this Section.

SECTION 26 - SUCCESSOR 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 - LEASE MODIFICATIONS: 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 of Soledad and the Monterey County Purchasing Manager on behalf of the County of Monterey.

SECTION 28 - TIME IS OF THE ESSENCE: Time is of the essence in this agreement.

SECTION 29 - CANCELLATION OF EXISTING LEASE: This lease supersedes Lease Agreement Number A-06315 dated May 25, 1993 upon commencement of the term of this lease.

LESSOR:

LESSEE:
COUNTY OF MONTEREY

By Belinda B Espinosa

By Dana Pratt
Monterey County
Purchasing Manager

Date 4-24-95

Date MAY 31, 1995

APPROVED AS TO FORM:

APPROVED AS TO FORM:

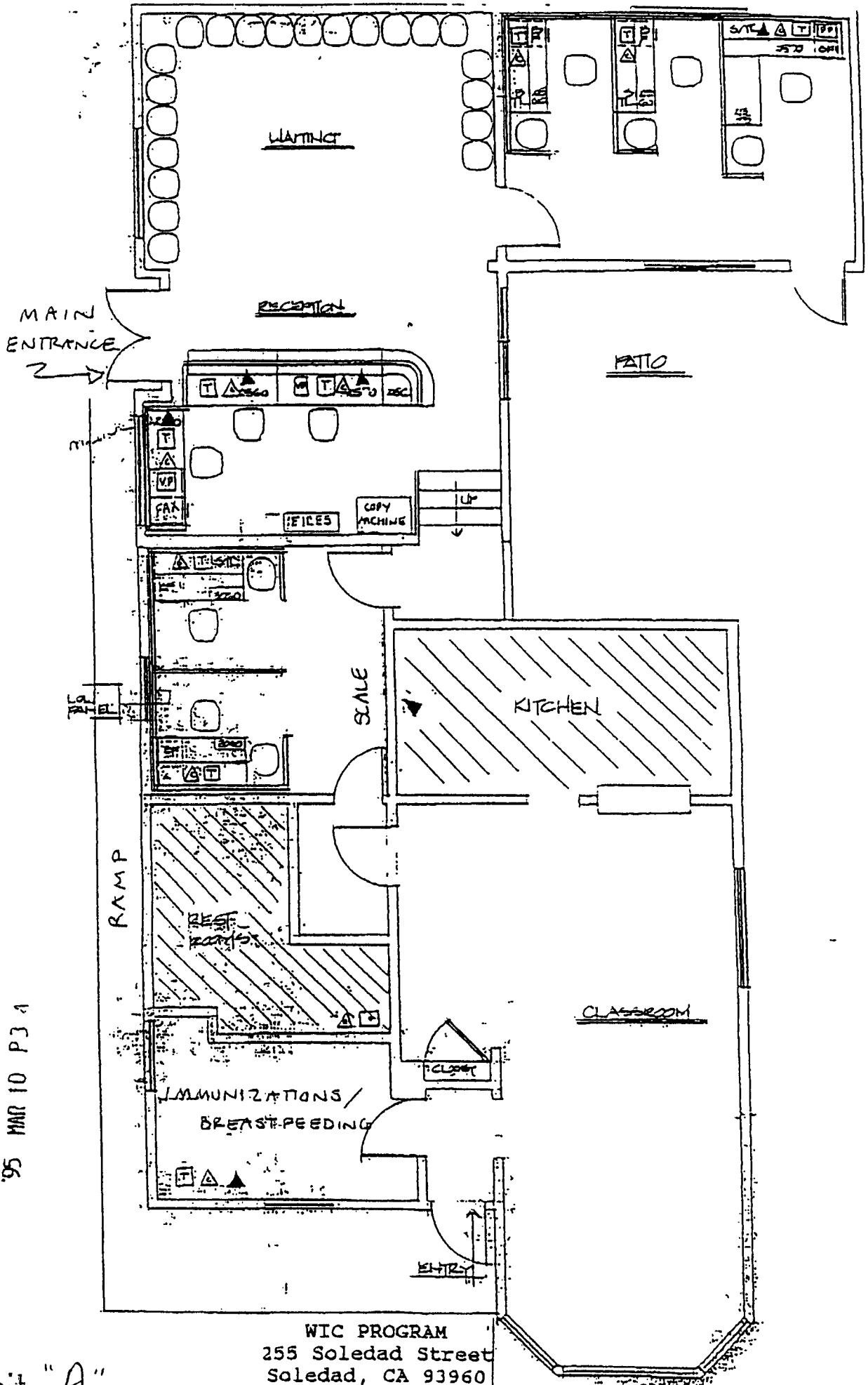
[Signature]
MICHAEL RODRIQUEZ
CITY ATTORNEY

JR RAMOS, deputy
DOUGLAS C. HOLLAND
COUNTY COUNSEL
MAY 22, 1995

MAR-31-1995 14 17

MTRY COUNTY PURCHASING

408 7554969 P 09



FILE PURCHA " DIV MONTERY COUNTY CALIF

'95 MAR 10 P3 4

WIC PROGRAM
255 Soledad Street
Soledad, CA 93960

Exhibit "A"