

**RESOLUTION NO. 4375**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF A LEASE BETWEEN THE CITY OF  
SOLEDAD AND WINDY ACRES FOR PRESCHOOLERS  
(237 SOLEDAD STREET)**

**WHEREAS**, City has leased its property located at 237 Soledad Street for the past fifteen years to "Windy Acres for Preschoolers" ("Windy Acres"), a non-profit childcare organization providing preschool opportunities to South County residents; and

**WHEREAS**, the current lease agreement with Windy Acres is set to expire June 30, 2009, and Windy Acres has requested a new lease agreement with a one year term; and

**WHEREAS**, Staff has considered the request, and in light of the fact that Windy Acres clearly provides a service for which there is great demand in South County, and the fact that the City has no immediate plans for the use of the subject property, is recommending that the Council approve a new one year lease agreement with Windy Acres.

**THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the City Council to execute a Lease with Windy Acres for Preschoolers, a California non-profit corporation, in the form of the document hereunto attached, marked, "Exhibit A."

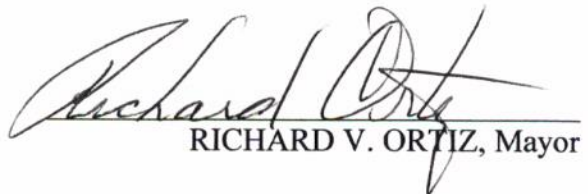
**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Soledad duly held on the 3rd day of June 2009 by the following vote:

AYES, and in favor thereof, Councilmembers: Richard J. Perez, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Martha Camacho, Mayor Richard Ortiz

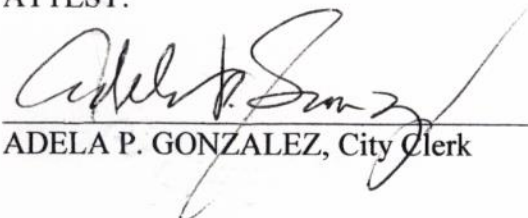
NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
ADELA P. GONZALEZ, City Clerk

**WINDY ACRES PRESCHOOL LEASE AGREEMENT**

**CITY OF SOLEDAD  
FOR  
237 SOLEDAD STREET**

THIS LEASE made this 1st day of July 2009 between the City of Soledad, Soledad, California 93960, "LESSOR", and the Windy Acres for Preschoolers, California Non Profit Corporation, "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 237 Soledad Street, Soledad, California, 93960 as shown on the attached "Exhibit A."

**SECTION 2 - TERM:** The term shall be for a period of one (1) year, beginning July 1, 2009, and ending June 30, 2010.

**SECTION 3 - RENT:** LESSEE shall pay LESSOR monthly rent of Five Hundred and Forty Dollars and Eighty Five Cents (\$540.85) on the first (1st) day of each month, for the first year, at the office of the LESSOR, 248 Main Street, Soledad, CA 93960. Rent payments not received by the fifteenth of each calendar month will be subject to a \$50.00 late charge. In no case shall the minimum monthly rent rate be reduced. Rent payable hereunder for any period of time less than that for which periodic rent is paid shall be prorated for that applicable period.

At the end of the first year of the term of this lease, the monthly rent payable hereunder shall be increased by LESSOR according to the general cost of living index for the immediate preceding year, measured by the Urban Consumers Price Index (CPI-U) for San Francisco as published by the Bureau of Labor Statistics of the United States Department of Labor. The timing of all rent payments shall remain the same.

**SECTION 4 - DEFAULT:** 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.

In case suit shall be brought for an unlawful detainer of the said premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of LESSEE to be kept or preformed, LESSEE shall pay to the LESSOR reasonable attorneys fees which shall be fixed by court.

**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's taking possession of the PREMISES on commencement of the Lease term shall constitute LESSEE's acknowledgment that the PREMISES are in good condition.

**SECTION 6 - SURRENDER AT END OF TERM:** LESSEE, agrees to deliver 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.

**SECTION 7 - USE:** The PREMISES shall be used by the LESSEE solely and exclusively for purposes of preschool 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 anything, 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 8 - 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. c) To serve, post or keep posted any notices required or allowed under the provisions of this agreement. d) To shore the foundations, footing and walls of the building and other improvements that is part of the premises. e) To erect scaffolding and protective barricades around and about the premises, and to do any other act or thing necessary for the safety or preservation of the premises, if any excavation or other construction is undertaken or about to be undertaken on any adjacent property or nearby street. 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 LESSEE's conduct of business.

**SECTION 9 - UTILITIES:** LESSEE shall make all arrangements for and pay for electricity, telephone, janitorial services and City utility services.

**SECTION 10 - MAINTENANCE:** LESSEE shall permit no act of waste, take good care of and perform routine minor maintenance to the said PREMISES. Such maintenance shall include, but is not limited to carpets cleaning, maintenance of landscape, electrical light switches, light fixtures and ballasts, light bulbs, broken interior glass, interior painting, repair any damage caused by the negligence or intentional misconduct of preschool employees, agents or invites,

and all work recommended by LESSOR's or LESSEE's insurance broker, federal, state, county, municipal and other governmental agencies. Any and all work to be performed shall be in writing and submitted to the LESSOR for approval.

**SECTION 11 - LESSOR'S MAINTENANCE:**

LESSOR agrees to perform major maintenance on heating, ventilating and/or air conditioning systems, interior repairs to electrical wiring or plumbing within walls, or all electrical service panels, and make all structural repairs, and all exterior repairs including flooring, parking area, sidewalk, foundations, bearing and exterior walls (excluding glass and doors), sub flooring and roof.

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 Manager. Prior notification and approval shall be made at least forty-eight (48) hours prior to the desired application time. 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 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 - IMPROVEMENTS AND ALTERATIONS:** LESSEE shall not make any alterations or improvement of the said PREMISES without the written consent of the LESSOR. All alteration, 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. LESSEE shall obtain and pay for all necessary permits and license and inspection fees before commencement of all alterations.

**SECTION 14 - INSURANCE AND INDEMNIFICATION:** LESSEE, during the term hereof, shall indemnify and save harmless the LESSOR, its officials, officers, employees and agents 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 or program of self insurance with liability limits of not less than \$2,000,000 for injury or death to one or more persons and property damage limits of not less than \$500,000 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, during the terms hereof, shall indemnify, defend 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, arising out of acts or omissions of the LESSEE. LESSEE agrees that it will keep insured against loss of damage by fire, to at least one hundred percent (100%) 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. LESSEE and LESSOR shall be named as co-insured, and the policy shall contain cross liability endorsements.

All insurance shall name "the City of Soledad and Redevelopment Agency, elected and appointed officials, employees, and agents" as additional insureds. Be issued as a primary policy, b) 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.

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 requires.

**SECTION 15 - SIGNS:** LESSEE may place such signs and advertisements upon the demised PREMISES as LESSEE may desire and 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 its original condition.

**SECTION 16 - 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 17 - 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 18 - NO DISCRIMINATION**

The LESSEE herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the LESSEE itself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or

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segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessee, subtenants or vendees on the land herein leased.

**SECTION 19 - 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 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 that more than one fifth (1/5) of the PREMISES have been destroyed or that repairs cannot reasonably be made in ninety (90) days, this Lease may be terminated at the option of either party.

In the event of any dispute between lessor and lessee relative to the provisions of this paragraph, they shall each select an arbitrator. Two (2) arbitrators so selected shall select a third arbitrator and the three (3) arbitrators selected shall hear and determine the controversy and their decision thereon shall be final and binding upon LESSOR and LESSEE, who shall bear the cost of such arbitration equally between them.

**SECTION 20 - 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 21 - 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 22 - WAIVER:** 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 23 - TAXES AND ASSESSMENTS:** To the extent applicable, LESSEE is fully responsible for and agrees to pay all real and personal property taxes (including any tax levied on a possessory interest, as defined in California Revenue and Taxation Code Section 107 or successor statute, if applicable) levied on or assessed by any governmental agency against LESSEE's interest in personal property located on or in the land or improvements.

**SECTION 24 - REMEDIES OF LESSOR:** The following rights and remedies shall be available to LESSOR in the event LESSEE commits any acts of default during the term. These rights and remedies shall not be exclusive, but shall law allow cumulative and in addition to any and all rights and remedies now or hereafter.

A. Even though LESSEE breaches this lease, or abandons the leased premises, this Lease shall continue in full force and effect for so long as LESSOR does not terminate LESSEE's right to possession of the leased premises; and LESSOR shall be entitled to enforce all its rights and remedies under the Lease, including the right to collect rent as it becomes due. It is hereby specifically agreed between the parties that acts of maintenance of efforts to relet the leased premises, and/or appointment of a receiver on initiative of LESSOR to protect LESSOR's interest under this possession, will not constitute a termination of LESSEE's right to possession. After the occurrence of the acts of default or abandonment by LESSEE, and for so long as LESSOR does not terminate LESSEE's right to possession of the leased premises, LESSEE shall be permitted to sublet the property or assign its interest in the Lease with the consent of the LESSOR. LESSOR shall not be deemed to have terminated LESSEE's right to possession until LESSOR gives written notice of such election to terminate.

B. LESSOR may elect, by written notice to lessee, to terminate LESSEE's right to possession of the leased premises at any time after the occurrence of any acts of default by LESSEE, and in such event may, at LESSOR's option, declare this Lease and LESSEE's right to possession terminated. In the event LESSOR elects to terminate this Lease and LESSEE's right to possession as aforesaid, LESSOR may recover as damages from LESSEE the following:

1) The worth at the time of award of the unpaid rental which has been earned at the time of termination of the Lease; and

2) The worth at the time of award of the amount by which the unpaid rental which would have been earned after the date of termination of this Lease until the time of award exceed the amount of such loss of rental that LESSEE proves LESSOR could have reasonably avoided; and

3) Any other amount necessary to compensate LESSOR for all detriment proximately caused by LESSEE's act of default or which in the ordinary course of things would be likely to result there from.

**SECTION 25 - 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' written notice given at any time by either party. All other terms and conditions shall remain in full force and effect.

**SECTION 26 - TERMINATION:** Notwithstanding any other provisions of this Lease, LESSOR and LESSEE may terminate this Lease upon Sixty (60) days written notice. 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, or to allow LESSOR to lease the premises to another lessee for a greater rent. LESSEE represents it is its intent to lease said property for the full term unless financial conditions make it necessary.

**SECTION 27 - 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 28 - SUCCESSOR AND ASSIGNS:** Subject to the restriction on assignment herein above 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 29 - 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 Preschool Manager on behalf of Windy Acres.

**SECTION 30 - ANNUAL FUNDRAISING EVENT:**

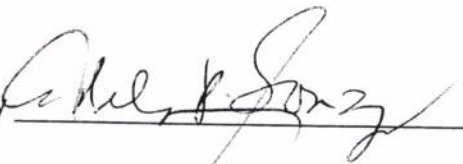
Windy Acres for Preschoolers, will make a good faith effort to hold an annual fund raising event in the City of Soledad.

**SECTION 31 - TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.

**SECTION 32 - CANCELLATION OF EXISTING LEASE:** This Lease supersedes all previous leases.

LESSOR:  
City of Soledad

LESSEE:  
Windy Acres for Preschoolers

By 

By 

Date 7-16-09

Date 7-27-09



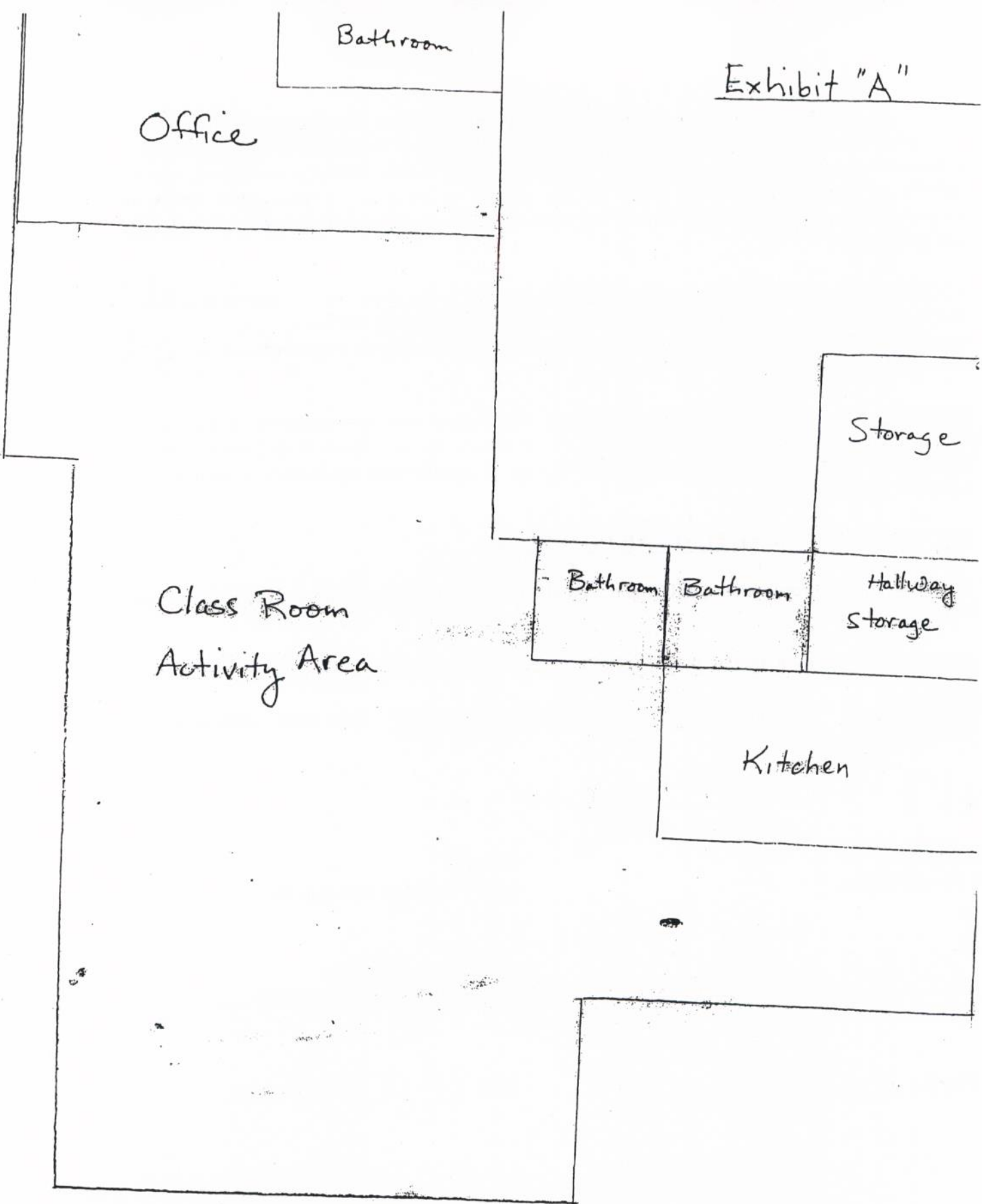


Exhibit "A"

Windy Acres - Floor Plan - 740 sq. ft.

JUL 30 2009  
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**RESOLUTION NO. 4375**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AUTHORIZING THE  
EXECUTION OF A LEASE BETWEEN THE CITY OF SOLEDAD AND WINDY AVRES FOR  
PRESCHOOLERS (237 SOLEDAD STREET)**

12/81

RESOLUTION NO. 4375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF A LEASE BETWEEN THE CITY OF  
SOLEDAD AND WINDY ACRES FOR PRESCHOOLERS  
(237 SOLEDAD STREET)

WHEREAS, City has leased its property located at 237 Soledad Street for the past fifteen years to "Windy Acres for Preschoolers" ("Windy Acres"), a non-profit childcare organization providing preschool opportunities to South County residents; and

WHEREAS, the current lease agreement with Windy Acres is set to expire June 30, 2009, and Windy Acres has requested a new lease agreement with a one year term; and

WHEREAS, Staff has considered the request, and in light of the fact that Windy Acres clearly provides a service for which there is great demand in South County, and the fact that the City has no immediate plans for the use of the subject property, is recommending that the Council approve a new one year lease agreement with Windy Acres.

THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the City Council to execute a Lease with Windy Acres for Preschoolers, a California non-profit corporation, in the form of the document hereunto attached, marked, "Exhibit A."

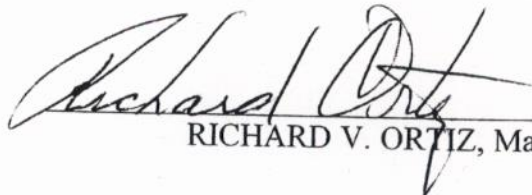
PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Soledad duly held on the 3rd day of June 2009 by the following vote:

AYES, and in favor thereof, Councilmembers: Richard J. Perez, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Martha Camacho, Mayor Richard Ortiz

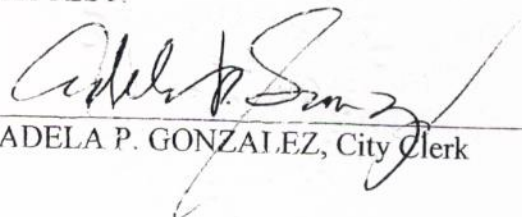
NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
ADELA P. GONZALEZ, City Clerk

**COPY**

**Certificate of Liability  
Windy Acres Preschool**

**INSURED  
Windy Acres Preschool  
237 Soledad Street  
Soledad CA 93960**

**CERTIFICATE HOLDER  
City of Soledad  
248 Main Street  
Soledad, CA 93960**

*WMA*



**SUBLEASE AND OPERATIONS AGREEMENT**  
**Between**  
**the SOLEDAD REDEVELOPMENT AGENCY**  
**and**  
**MEXICAN AMERICAN OPPORTUNITY FOUNDATION**

THIS AGREEMENT is made as of March 16, 2009 by and between the SOLEDAD REDEVELOPMENT AGENCY, a public entity formed pursuant to the California Redevelopment Law, hereinafter referred to as "Sublessor", and the MEXICAN AMERICAN OPPORTUNITY FOUNDATION a California non-profit corporation, hereinafter referred to as "Sublessee".

**RECITALS**

- A. Pursuant to the terms of this Lease dated March 16, 2009, Sublessor Soledad Redevelopment Agency has leased a parcel of property, located in Vosti Park, 1100 Monterey Street, City of Soledad, large enough to accommodate a 2181 square foot modular building and a 2376 square foot fenced playground area, hereinafter referred to as the "Subject Property," to be used as a child development center.
- B. Sublessor has also obtained a Conditional Use Permit to operate and maintain a child development center.
- C. Sublessor desires to enter into a sublease and operations agreement with Sublessee Mexican American Opportunity Foundation (MAOF) to operate and maintain a child development center on the Subject Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

**1. DESCRIPTION OF PREMISES**

Sublessor hereby subleases to Sublessee, on the terms and conditions hereinafter set forth, those certain premises situated in the City of Soledad, to be known as the "City of Soledad Child Development Center," located at 1100 Monterey Street, City of Soledad, Monterey County, California, and more particularly described in "Attachment A", attached hereto and by this reference incorporated herein.

**2. TERM OF SUBLEASE**

The term of this sublease is for one (1) year, commencing March 16, 2009 and ending March 1, 2010.

**3. USE**

The Subject Property shall be used by the Sublessee solely and exclusively as a child care center, in accordance with the program services set forth in "Attachment B", attached hereto and by this reference incorporated herein. Sublessee agrees, and it is an express condition of this

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Sublease, that the involved child care center shall be operated in accordance with the rules, regulations, and accreditation and licensing standards of the State of California.

**4. RENTAL**

During the first year of the term of this Sublease, Sublessee shall pay to Sublessor, as rent, the amount of \$770 per month. At the end of the first year of the term of this Sublease, and annually thereafter, the monthly rent shall be increased according to the general cost of living index for the immediate preceding year, measured by the Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco – Oakland – San Jose, all Items, as published by the Bureau of Labor Statistics of the United States Department of Labor.

**5. UTILITIES AND SERVICE**

Sublessee shall pay, and hold Sublessor free and harmless from, the cost of all utilities, including but not limited to gas, water, electricity, telephone service, and garbage collection and disposal. All utilities to the Subject Property shall be separately metered.

**6. MAINTENANCE AND REPAIR**

Sublessor is providing Sublessee with a 2181 square foot module, with handicapped access ramp, two offices, a kitchen, a bathroom for adults and a bathroom for children, two indoor and two outdoor drinking fountains attached to the module, an alarm system, a 36 x 50 fenced play area, and a grass and a tot lot immediately adjacent to the module. Sublessor is also responsible for providing connections to all utilities. Upon commencement of its operation of a child care center on the subject premises, Sublessee will be deemed to have accepted the Sublessor Improvements as being in good order and condition. Such acceptance shall not limit Sublessor's obligations set forth in this Section with respect to the making of any necessary improvements or modifications for child care center licensing or cooperating with Sublessee in compelling the correction of defective design, construction or workmanship. Upon acceptance of the Sublessor Improvements, Sublessee shall, at its own expense, keep and maintain the Subject Property and Sublessor Improvements, including the playground area, in neat, clean and orderly condition at all times during the term of this sublease. Upon the expiration of said term, Sublessee agrees to surrender and yield up the said Property and improvements to the Sublessor in as good condition as when received, loss of damage by fire or accident and reasonable use and wear excepted. Sublessee further agrees that during occupancy, it will maintain the Subject Property, at its own cost, in a manner necessary to comply with federal, state, county, municipal and other governmental agencies having or claiming jurisdiction over the operations of child development facilities.

Sublessor, at its own cost, shall be responsible for general building maintenance, including but not limited to maintenance of the structural portions of the building (foundations bearing and exterior walls, sub flooring and roof), and Sublessor installed electrical and heating systems.

**7. IMPROVEMENTS AND ALTERATIONS**

Sublessee shall not commit, nor permit to be committed, any waste of, in or about the Subject Property, and shall not make, nor permit to be made, any alterations or improvements of the Subject Property and all improvements and fixtures thereon, without first obtaining written consent from Sublessor. Sublessee, at its own cost, agrees to pay for improvements to the

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Subject Property, including repairs and replacements that result from normal use, including but not limited to new floor coverings, paint, window coverings and playground equipment. All additions to and improvements of said premises, including locks, bolts and other fixtures, whether made by the Sublessee or any other person, save and except movable furniture, fixtures and equipment installed by the Sublessee upon the Subject Property and which can be removed therefrom without injury to the said premises, immediately when made, shall become and be the property of the Sublessor and shall not be removed from or changed without first obtaining the written consent of Sublessor.

#### 8. OPERATIONAL COSTS

Sublessee shall pay all operational costs, except as otherwise provided herein. It is understood that Sublessee operates under contract with the State of California Department of Education, and that operational funds are allocated on a fiscal year basis, terminating each June 30th.

#### 9. EQUIPMENT

Sublessee shall be responsible for providing a refrigerator, stove, microwave and dishwasher for use in the module. Sublessee shall be solely responsible for furnishing all other equipment, materials and supplies necessary for the operation of the childcare program at its own expense. Sublessee shall be required to maintain all appliances provided by Sublessor. In the event that it is necessary to repair or replace any of said appliances as the result of Sublessee's failure to properly maintain the same, Sublessee shall be responsible for all repairs, and where necessary, replacement of the same.

#### 10. INDEMNITY

Sublessee agrees to protect, indemnify, and save harmless the City of Soledad and the Soledad Redevelopment Agency, and all employees, agents and elected and appointed officials thereof, from and against any and all liability to third parties resulting from Sublessee's occupation and use of the Subject Property, specifically including, and without limitation, any claim, liability, loss, or damage arising by reasons of: (a) the death or injury of any person or persons, including Sublessee or any person who is an employee, agent or client of Sublessee, or by reason of the damage to or destruction of any property, including property owned by Sublessee or any person who, as employee, agent, or client of Sublessee, and caused or allegedly caused by either the condition of the Subject Property, or some act or omission of Sublessee or of some agent, administrator, employee, servant or customer of Sublessee on the Subject Property; (b) any work performed on the Subject Property or materials furnished to the Subject Property at the instance or request of Sublessee or any agent, or employee of Sublessee; and (c) Sublessee's failure to perform any provision of this Sublease or to comply with any requirement of law or any requirement imposed on the City, Agency or the Subject Property by any duly authorized governmental agency or political subdivision. Nothing in this Sublease shall require Sublessee to indemnify the City or Agency against any liability to third persons to the extent of: i) the negligence of the City or Agency or their respective employees, agents, and elected and appointed officials, or ii) Agency's failure to perform any provision of this Sublease.

#### 11. INSURANCE REQUIREMENTS

Sublessee shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance covering all operations of the Sublessee, its

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agents, employees, and volunteers, performed in connection with this Agreement, including but not limited to property and automobile insurance.

Comprehensive general liability insurance, including but not limited to premises, personal injuries, products, and completed operations, shall have a combined single limit of not less than \$2,000,000 per occurrence. Comprehensive general liability and automobile liability policies shall provide an endorsement naming the City of Soledad and the Soledad Redevelopment Agency, and their respective employees, agents, and elected and appointed officials as Additional Insureds and shall further provide that such insurance is primary insurance and that the insurance of the Additional Insured's shall not be called upon to contribute to a loss covered by Sublessee's insurance. Comprehensive automobile liability insurance covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, shall have a combined single limit of not less than \$1,000,000 per occurrence.

Additionally, Sublessee shall maintain on all its personal property, and any authorized improvements or alterations 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 replacement value.

Lastly, Sublessee shall warrant and hereby represents that it will carry adequate Workers' Compensation insurance in the amount required by statute, with a minimum of \$100,000 per occurrence for employers' liability.

All insurance companies affording coverage shall provide thirty (30) day written notice by certified or registered mail to the Sublessor should the policy be cancelled or reduced in coverage before the expiration date. For the purposes of this requirement, any material change prior to expiration shall be considered cancellation. Sublessee shall provide evidence of compliance with the insurance requirements set forth above by providing a certificate of insurance in a form satisfactory to the Sublessor's Risk Manager.

Sublessor agrees to obtain and maintain adequate fire and property damage insurance on the module insuring against loss caused by fire and other risks, insuring the structures and improvements for the full insurable value thereof.

Any insurance carried by either party with respect to the Subject Property and property contained in the Subject Property or occurrences related to them shall include a clause or endorsement denying to the insurer rights of subrogation against the other party. Each party, notwithstanding any provisions of this sublease to the contrary waives any right of recovery against the other for injury or loss due to hazards covered by insurance to the extent the injury or loss is covered.

## 12. COMPLIANCE WITH LAWS

The Sublessee shall not do, or permit to be done, or keep, or permit to be kept, in or about the Subject Property, anything which shall be a nuisance or which shall be in violation of any law, ordinance, rule or regulation of any governmental authority (federal, state or local) having jurisdiction over the Subject Property or the facility located thereon, and any violation thereof on the part of the Sublessee shall constitute a breach of this Agreement.

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13. **TERMINATION**

Either party may terminate this Agreement without cause upon providing written notice one hundred and ninety (190) days prior to the effective date of such termination. At the expiration of this Agreement or any sooner termination hereof, Sublessee agrees to quit and surrender the Subject Property and all improvements thereon, and at Sublessee's expense, to promptly remove all the Sublessee's property therefrom and leave the Subject Property in as good condition, order and repair as when Sublessee took possession thereof, ordinary wear and tear excepted.

14. **DEFAULT AND REENTRY**

In the event of any breach of any obligation to be performed by Sublessee hereunder which is not cured within thirty (30) days of the date upon which notice of such breach is given to Sublessee, or upon the abandonment or vacation of the Subject Property by Sublessee, Agency, in addition to any other rights or remedies as may be provided by law, shall have the right to terminate this Sublease, immediately reenter the Subject Property, without notice, and remove all persons and property from the Subject Property.

15. **INSPECTION**

Sublessor shall have the right to enter the Subject Property, and all improvements thereon, or any part thereof, at all reasonable times for the purpose of inspecting the same or for any other lawful purpose.

16. **ASSIGNMENT AND SUBLETTING**

Sublessee shall not assign this lease, or any interest herein, or underlet the said premises, or any part thereof.

17. **TAXES AND ASSESSMENTS**

This Sublease may create a taxable possessory interest, the timely payment of which, together with other taxes or assessments imposed against Sublessee or the activities of Sublessee shall be paid by Sublessee before they become delinquent. Sublessee shall not be responsible for the payment of real property assessments imposed on the Subject Property by any improvement district or special taxing authority.

18. **OBLIGATION TO REFRAIN FROM DISCRIMINATION**

Sublessee hereby covenants by and for sublessee and all of sublessee's personal representatives and assigns, and all persons claiming under sublessee or through sublessee, that this sublease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the transferring, assignment, use, occupancy, tenure or enjoyment of the property herein subleased nor shall sublessee or any person claiming under or through the sublessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, occupants or users of the property herein subleased.

19. **BINDING EFFECT**

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Subject to the restriction on assignment hereinabove written, this Sublease, and all of the provisions hereof, shall be binding upon and shall inure to the benefit of, the successors and assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, the said parties have executed this agreement as of the day and year first above written.

SUBLESSOR

SOLEDAD REDEVELOPMENT  
AGENCY,



Executive Director

06-24-09  
Date signed

SUBLESSEE

MEXICAN AMERICAN  
OPPORTUNITY FOUNDATION, a  
nonprofit corporation,



Executive Director

7-29-09  
Date signed

## ATTACHMENT "A"

### Subject Property

Real property in the City of Soledad, County of Monterey, situated at 1100 Monterey Street, Soledad, CA 93960, and described more particularly as a portion of the Vosti Park property located at 164 Park Street.

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## ATTACHMENT "B"

### Scope of Services

The Child Care program provides full day care to families that are of low income and are working, seeking employment or are in school. The children are provided with breakfast, lunch and an afternoon snack. They are also provided with a rich environment in which to foster their development. Mexican American Opportunity Foundation (MAOF) believes in preparing children for the first day of kindergarten.

- MAOF shall operate the child development center for pre-school age children (ages 2-5), from approximately 6:30am to 5:00pm, Monday through Friday.
- The Center shall be licensed for up to 24 children; however, the operations shall start with 24 children.
- MAOF will prepare the facility for operation and register pre-school children.

**RESOLUTION NO. 360**

**A RESOLUTION OF THE SOLEDAD REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE  
DIRECTOR TO EXECUTE A SUBLEASE AND OPERATIONS AGREEMENT WITH THE MEXICAN  
AMERICAN OPPORTUNITY FOUNDATION**

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RESOLUTION NO. 360

**A RESOLUTION OF THE SOLEDAD REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SUBLEASE AND OPERATIONS AGREEMENT WITH THE MEXICAN AMERICAN OPPORTUNITY FOUNDATION**

**WHEREAS**, the Soledad Redevelopment Agency has leased a parcel of property from the City of Soledad, located in Vosti Park, for purposes of the development of a child care facility, and has purchased a modular unit for use thereon; and

**WHEREAS**, the Agency entered into a "Sublease and Operations Agreement" on September 21, 2005 with Children's Services International ("CSI"), for the use of a modular building at Vosti Park to provide child care services; and

**WHEREAS**, in September, 2008, the State directed CSI to relinquish the contracts to the Mexican American Opportunity Foundation, a statewide agency from Montebello, CA., who will now assume the operations of the Vosti Park Center; and

**WHEREAS**, the Agency will enter into a "Sublease and Operations Agreement" and the Mexican American Opportunity Foundation for the use of a modular building at Vosti Park to provide child care services; and

**WHEREAS**, the Mexican American Opportunity Foundation has agreed to the terms of a "Sublease and Operations Agreement" with a projected one year term.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Soledad Redevelopment Agency that the "Sublease and Operations Agreement" between the Agency and Mexican American Opportunity Foundation is hereby approved in the form attached hereto as Exhibit "A", and by this reference incorporated herein. The Executive Director is hereby authorized and directed to execute the same on behalf of the Agency.

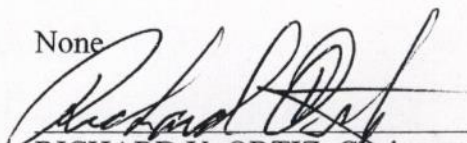
**PASSED AND ADOPTED** by the Soledad Redevelopment Agency this 17th day of June, 2009, by the following vote:

AYES, and in favor thereof, Agencymembers: Richard J. Perez, Juan Saavedra, Patricia Stephens, Vice Chair Martha Camacho and Chairman Richard Ortiz

NOES, Agencymembers: None

ABSTAIN, Agencymembers: None

ABSENT, Agencymembers: None

  
RICHARD V. ORTIZ, Chairman

ATTEST:

  
ADELA P. GONZALEZ, Secretary

WBSM

**COPY**

**Certificate of Liability  
Mexican American Opportunity Foundation**

**INSURED  
Mexican American Opportunity Foundation  
401 N. Garfield Avenue  
Montebello, CA 90640**

**CERTIFICATE HOLDER  
Soledad Redevelopment Agency  
248 Main Street  
Soledad, CA 93960**

*MSM*

INSURER 626.599.8830 FAX 626.599.8831

City of Soledad General Insurance Services  
 100 E. Santa Clara Street  
 Suite 100  
 Soledad, CA 91006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured: Mexican American Opportunity Foundation  
 401 N. Garfield Avenue  
 Montebello, CA 90640

INSURERS AFFORDING COVERAGE

NAIC #

- INSURER A: Philadelphia Indemnity Ins. Co
- INSURER B:
- INSURER C:
- INSURER D:
- INSURER E:

COVERAGE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR OTHERWISE PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK383790	01/30/2009	01/30/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK383790	01/30/2009	01/30/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> IS PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 City of Soledad & the Soledad Redevelopment Agency, & their respective employees, agents, & insured & appointed officials are named as Additional Insured for General Liability only as respects to the City of Soledad/Vosti Child Care Center @ 164 Park St., Soledad, CA 93960. Insurance is primary and non-contributory.  
**30 DAY NOTICE OF CANCELLATION SHALL APPLY FOR NON-PAYMENT OF PREMIUM.**

CERTIFICATE HOLDER  
 City of Soledad  
 Soledad Redevelopment Agency  
 Attn: Miriam Solis  
 P.O. Box 156  
 Soledad, CA 93960

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Wendy Crowl*