

LEASE

THIS LEASE is made between the CITY OF GREENFIELD, a municipal corporation of the State of California, hereinafter called "LANDLORD," and the County of Monterey, for use by the Monterey County Workforce Development Board, hereinafter called "TENANT" as follows:

1. DESCRIPTION OF PREMISES

The LANDLORD hereby leases to TENANT, and TENANT hires from LANDLORD, on the terms and conditions hereinafter set forth, in a nonexclusive grant lease, of those certain premises (Premises) situated in the City of Greenfield, and located at 599 El Camino Real, Greenfield, Monterey County, California 93927. The Premises consists of one first position public counter cubicle and one enclosed office space—Office #103; Office #103 has sufficient room for three (3) public computers. The Premises, in total, consists of approximately 220 usable square feet per EXHIBIT B – Description of Premises & Premise Improvements.

1.1 Items to be Completed Prior to Lease Commencement Date:

Prior to the Lease Commencement Date, LANDLORD, at LANDLORD'S initial sole cost and expense, shall complete the following:

- Design, Permit and, Construct a door per EXHIBIT B – Description of Premises & Premise Improvements and Exhibit F – Premise Improvement Costs & Specifications, attached and incorporated by this reference.

1.2 Reimbursement for door Installation:

TENANT agrees to reimburse LANDLORD, with a onetime payment, for approximately 50% of the door installation, at a cost to TENANT not to exceed \$2,152.

2. TERM

The term of this Lease shall begin on July 1, 2016 and will continue until June 30, 2017 unless terminated sooner as provided for hereinafter in Section 14. Upon completion of the initial lease term, the LANDLORD and TENANT may renew the lease for one (1) additional two (2) year term. TENANT shall give LANDLORD advance written notice of its intent to renew ninety (90) days prior to expiration of the initial lease term. Said advance notice time period of 90 days may be altered by mutual consent.

3. RENT

LANDLORD AND TENANT agree that the monthly rent, including Internet, Phone, and utilities, for the term of this Lease shall be \$350.00.

4. USE/Facilities covered

The term "Active Use Areas" will be used for purposes of this Agreement to mean the designated space as shown in Exhibit B. Landlord shall have the right to add or exclude Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by Lessee.

5. Permitted Uses of Active Use Areas

Tenant shall be entitled to use the leased premises described in paragraph 1 to provide Workforce Development Employment activities for program participants, as described in Exhibit A.

6. MAINTENANCE AND REPAIR

TENANT acknowledges that the leased premises and all improvements thereon are in good order and condition, and TENANT hereby covenants and agrees to keep the same in good order and condition during the term of this lease, and upon the expiration of this lease and any renewal term to surrender the leased premises and improvements to LANDLORD in as good condition as when received, except for loss or damage by fire or inevitable accident and except for reasonable use and wear.

LANDLORD 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, subflooring, and roof), and plumbing, electrical, heating and air conditioning systems.

LANDLORD shall operate, and Tenant shall use, the leased premises in compliance with California's "No Smoking Law" (2003 Assembly Bill 846), which provides: LANDLORD shall ensure that the Premises and the non-exclusive areas of the building are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as amended.

7. IMPROVEMENTS AND ALTERATIONS

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

TENANT may place such signs and advertisements upon the Premises as TENANT may desire, subject to approval by the LANDLORD, which consent shall not be unreasonably withheld, provided however, that at the expiration of the term hereof or any renewal or extension of this Lease, TENANT will remove said signs and will restore the Premises to their original conditions.

8. UTILITIES

LANDLORD shall be responsible for establishing and maintaining natural gas and phone service, and computer internet access to the Premises.

LANDLORD shall provide water, sewer, and garbage collection services at no cost to TENANT.

9. JANITORIAL SERVICE

LANDLORD agrees to provide janitorial services for the Premises, including vacuuming, emptying waste, and dusting.

10. DESTRUCTION OF PREMISES

If, during the term of this Lease, the premises or the building and other improvements in which the leased premises are located are totally or partially destroyed from any cause, rendering the leased premises totally or partially inaccessible or unusable, LANDLORD shall restore the leased premises or the building and other improvements in which the leased premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made and completed within 30 (thirty) working days after the date of destruction. Such destruction shall not terminate this Lease. However, TENANT shall be entitled to forgo payment of rent based on the time period during which the destruction precludes or interferes with TENANT's use of the premises.

11. MUTUAL INDEMNIFICATION AND INSURANCE

1. INDEMNITY

- A. LANDLORD hereby agrees to indemnify, defend, and save harmless TENANT and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by LANDLORD or LANDLORD's officers, agents, and employees in connection with the performance of this Agreement.
- B. TENANT hereby agrees to indemnify, defend, and save harmless LANDLORD and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by TENANT or TENANT's officers, agents, and employees in connection with the performance of this Agreement.

These mutual obligations of indemnification shall survive the termination or expiration of this Lease and shall extend, instead, for the period of time equal to the statute of limitations applicable to any claims arising out of this Lease.

2. INSURANCE

- A. Without limiting LANDLORD's or TENANT's duty to indemnify each other, each party shall have a program of self-insurance or policies of insurance in effect during the term of this Agreement with the following minimum limits of liability:
 - 1. Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence; and
 - 2. Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$500,000 per occurrence; and

3. Workers' compensation insurance in accordance with California Labor Code, Section 3700, and with a minimum of \$100,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.

B. In the event that a party maintains insurance as required by this Agreement, such insurance shall be with the company acceptable to the parties to this Agreement and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with a coverage required herein shall continue in effect for a period of two (2) years following the date any party to this Agreement completes its performance of services under this Agreement.

Each liability policy shall provide that the LANDLORD and TENANT shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical coverage.

Prior to the execution of the Agreement by the parties, LANDLORD AND TENANT shall file certificates of insurance or self-insurance with the appropriate official showing that all parties have in effect the insurance required by this Agreement. The parties shall file a new or amended certificate of insurance or self-insurance promptly after any change is made to any insurance policy or program of self-insurance, which would alter the information of the certificate then on file. Acceptance or approval of insurance or program of self-insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

12. LIENS

TENANT agrees to keep said premises free from liens of every character, and in the event that any liens for labor or materials should arise during the term hereof on account of any act or omission by TENANT arising from TENANT use of the leased premises, TENANT agrees to discharge and pay the same.

13. COMPLIANCE WITH LAWS

TENANT shall not do, or permit to be done, or keep, or permit to be kept, in or about the said premises, anything which shall be a nuisance or which shall be in violation of any law, ordinance, rule or regulation of any governmental authority, or of any rule or regulation of the, relating to the said premises, or which shall increase, or tend to increase, the existing rates of insurance of the said premises.

14. TERMINATION

This Lease may be terminated by either party as of the last day of any calendar month by giving sixty (60) days prior written notice thereof to the other party. Termination of this lease shall not terminate either party's obligation to defend, indemnify and hold harmless the other, as provided in this Lease, nor shall terminate either party's obligation to maintain sufficient insurance, as provided in this Lease.

15. DEFAULT

The occurrence of any of the following, to the extent of TENANT use, shall constitute a default by TENANT:

1. Abandonment and vacation of premises for 30 days.
2. Failure to perform any other provision of this Lease if the failure to perform is not cured within 30 days after notice has been given to TENANT. If the default cannot be reasonably cured within 30 days, TENANT shall not be in default of this Lease if TENANT commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Upon default, LANDLORD shall have the right to terminate this Lease and take possession of the premises. Said remedy is not exclusive, and is cumulative in addition to any other remedy now or later allowed by law.

The occurrence of any of the following shall constitute default by the LANDLORD:

Default: LANDLORD shall not be in default unless LANDLORD fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying wherein LANDLORD has failed to perform such obligations. If the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. TENANT'S obligation to provide written notice to LANDLORD of a default by LANDLORD is limited to those instances where knowledge of LANDLORD'S default is within the actual knowledge of TENANT.

Remedies: If LANDLORD fails to cure a prospective default within the time periods outlined above, TENANT shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should TENANT elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LANDLORD to TENANT within thirty (30) days of receipt of TENANT'S invoice for said costs. However, upon LANDLORD'S failure to so reimburse, at TENANT'S option, said costs shall be held from rent due hereunder. If LANDLORD'S default hereunder prevents TENANT'S use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

16. ASSIGNMENT AND SUBLETTING

TENANT may not assign this Lease, or any interest herein, or underlet the said premises, or any part thereof, without the prior written consent of the LANDLORD subject to those uses elsewhere stated in this Lease.

17. COORDINATION

The parties to this Lease agree that, unless otherwise indicated in writing, the following persons have primary responsibility for liaison and coordination of activities required to carry out this agreement: For LANDLORD - City Manager; For TENANT – Workforce Development Board Executive Director.

18. INSPECTION

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

19. NOTICE

Any notice required to be given under this Agreement is sufficient if personally served or deposited in the United States mail, First Class postage fully prepaid, and addressed as follows:

Any written notice to TENANT:

County of Monterey Economic Development
Workforce Development Board
Attn: Joyce Aldrich, Executive Director
730 La Guardia Street, 2nd Floor
Salinas, CA 93905

Any written notice to City:

City Manager
City of Greenfield
P.O Box 127
Greenfield, CA 93927

20. NONDISCRIMINATION

The TENANT herein covenants by and for itself, 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, disability, religion, sex, marital status, national origin or ancestry or sexual preference in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the TENANT itself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of TENANTS, subTENANTS or vendees on the land herein leased.

21. 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 ensure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

22. QUIET POSSESSION

As long as TENANT keeps and performs the covenants in this Lease, TENANT shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LANDLORD or any person claiming under LANDLORD. LANDLORD, to the best of LANDLORD'S ability, shall also be responsible for ensuring that all other TENANTS in the building or complex do not interfere with the quiet enjoyment of the TENANT.

23. MODIFICATION

This Lease contains the full agreement of the parties, supersedes all prior negotiations and discussions, and may not be amended or modified except by written agreement.

24. GOVERNING LAW

This Lease shall be governed by and interpreted under the laws of the State of California. Any lawsuit arising from this Lease shall be venued in the Superior Court of California, Monterey County.

This LEASE contains


- Exhibit A – Employment/Case management Services
- Exhibit B – Description of Premises & Premise Improvements
- Exhibit B-1 – Non – Exclusive Parking
- Exhibit C – Statement of Seismic Adequacy
- Exhibit D – Summary of Services and Utilities
- Exhibit E – Summary of Repair and Maintenance Responsibilities
- Exhibit F – Premise Improvement Costs & Specifications

25. SIGNATURES

IN WITNESS WHEREOF, the said parties have hereunto set their hands this 7th day of July, 2016.

LANDLORD

CITY OF GREENFIELD, a municipal corporation


Susan A. Stanton, City Manager

TENANT

County of Monterey

By: _____
Michael R., Derr, Contracts/Purchasing Officer

EXHIBIT A

Employment/Case Management Services In the City of Greenfield

Services Provided by TENANT:

America's Job Center satellite employment services will be provided to County residents residing in the City of Greenfield, City of Gonzales, City of Soledad and King City at least twenty-four (24) hours weekly, averaged monthly, within the City of Greenfield, at City Hall. The services will be offered to Youth and Adults. The Premises shall be used as part of this service delivery system.

LANDLORD understands there may be a startup period for TENANT. Services may not meet the times referenced above at the start of this LEASE. The parties agree that the expected startup period will last no longer than 3 months. By August 15, 2016, the parties agree that there should be at least twenty-four (24) hours of weekly services, averaged monthly, provided within the City of Greenfield at City Hall.

Other LANDLORD Uses:

TENANT shall have priority, exclusive use of the specified office, and up to four (4) days per week of the first position public counter cubicle as set forth in Exhibit B.

LANDLORD may allow other programs to use the first position public counter cubicle premises when not used by TENANT.

EXHIBIT B

DESCRIPTION OF PREMISES AND PREMISE IMPROVEMENTS

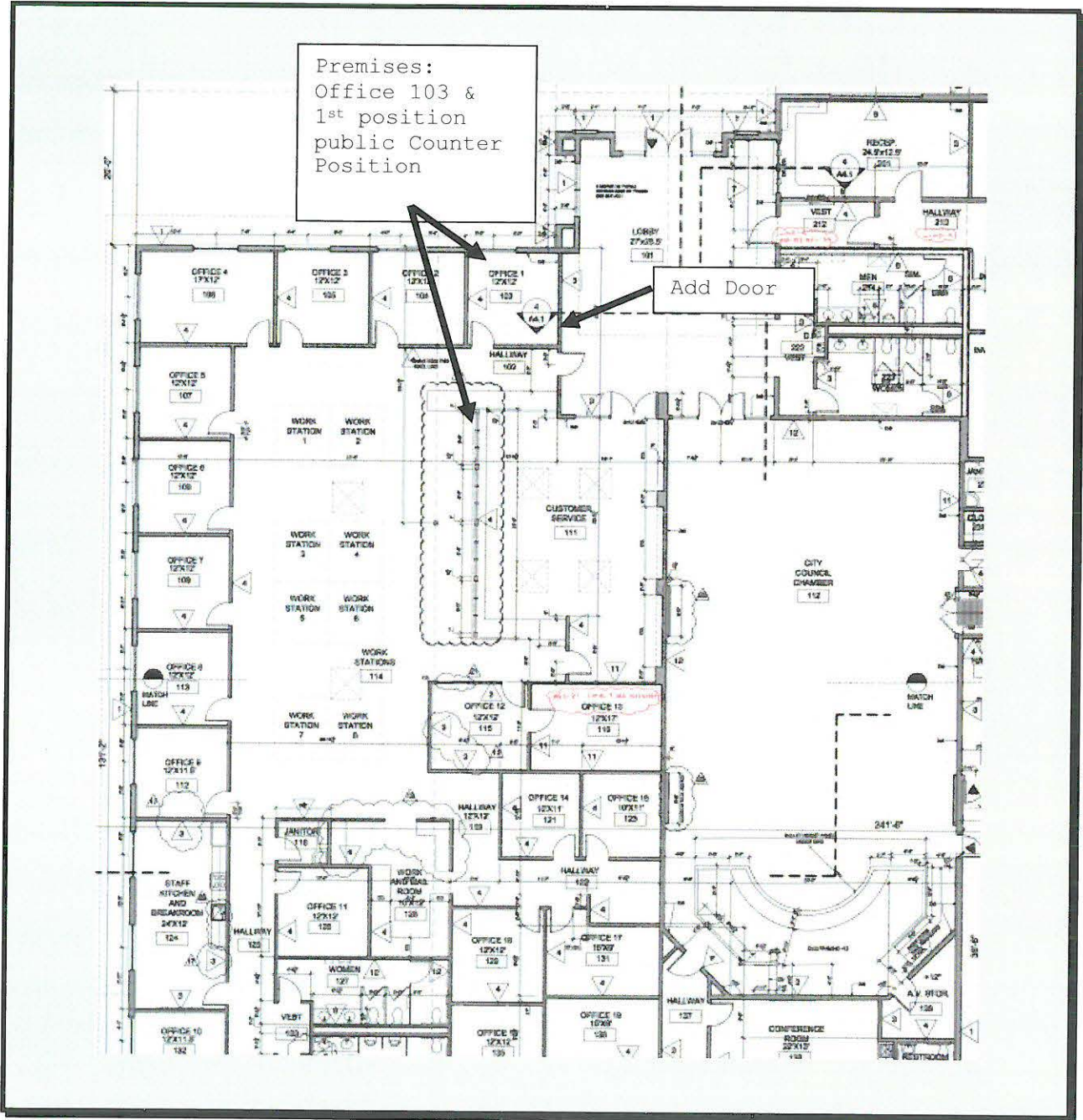


EXHIBIT B-1

Non Exclusive Parking



EXHIBIT C

STATEMENT OF SEISMIC ADEQUACY

If the Premises are contained in a building constructed after 1973, or a building which has undergone major structural renovation after 1973, the LANDLORD shall obtain and provide to TENANT from its design engineer a warranty, which contains the following language:

Construction/renovation of the Building containing the leased premises occurred before 1970. Construction/renovation plans have been determined to be in compliance with all building codes applicable to seismic safety.

EXHIBIT D

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LANDLORD and TENANT for the proposed use of the Premises:

	N/A	LANDLORD	TENANT
Provide adequate paper supplies, dispensers, and waste and recycling containers for the leased premises			X
Provide adequate custodial service for the interior of the Premises		X	
Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building as described in Article 1.2 (including steam cleaning or pressure washing sidewalks)	X		
Professionally clean carpets, rugs, tile and linoleum flooring as indicated in		X	
Professionally clean existing drapes, blinds, and window shades		X	
Professionally clean interior windows		X	
Professionally clean exterior windows		X	
Provide adequate pest control for the interior of the Premises		X	
Provide adequate pest control for the exterior of the Premises		X	
Provide adequate landscape maintenance (including tree pruning and removal, landscape irrigation system and associated water supply and service)		X	
Provide adequate parking lot area sweeping, striping, repair, maintenance and signage	X		
Provide adequate fire sprinkler systems testing per National Fire Protection Association (NFPA) standards	X		
Provide adequate fire alarm systems monitoring per NFPA standards	X		
Provide adequate fire extinguishers and respective certification		X	
Provide adequate intrusion/security alarm systems monitoring		X	
Provide adequate patrolled security guard service	X		
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142		X	
Provide adequate servicing of uninterrupted power source (UPS)	X		
Provide adequate servicing of backup generator for emergency exit signs of building	X		
Provide adequate gas utility service		X	
Provide adequate electric utility service according to terms of Article 7		X	
Provide adequate water utility service		X	
Provide adequate telephone and data service (including connection charges)		X	

EXHIBIT E


SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of LANDLORD and TENANT for the proposed use of the Premises:

	N/A	LANDLORD	TENANT
Common Areas		X	
Foundations, Floor Slabs and Sub-Floors		X	
Elevators and/or Dumb Waiters (including annual State certification)	X		
Exterior and Bearing Walls (including wood destroying pest infestation)		X	
Exterior Doors and Hardware		X	
Exterior Windows and Window Frames		X	
Roofs (including replacement if deemed necessary)		X	
Gutters, Drains and Downspouts		X	
Parking Lots (including adequate lighting)		X	
Ceilings (including damage due to roof leaks)		X	
Fire Sprinkler Systems		X	
Fire Alarm Systems		X	
Intrusion/Security Alarm Systems (excluding common areas)		X	
Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary)		X	
Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats		X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)		X	
Plumbing Systems (including defective plumbing, tree roots, acts of nature or which are declared to have been the cause by plumber or other person called to clear stoppage)		X	
Plumbing Stoppage and Fixtures (including clearing sewer drains of all stoppages, routing maintenance and replacement of fixtures that do not penetrate the structure.		X	
Exterior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Light Bulbs and Fluorescent Light Tubes (replacement)		X	
Interior Walls		X	
Interior Wall Surfaces		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, VCT, and Linoleum Flooring		X	
Base and/or Moldings		X	
Appliances (excluding common area)		X	
Communication Systems (data/telephone cabling, connections and equipment)		X	

EXHIBIT F

TENANT IMPROVEMENTS

Proposal		Page No.	of	Pages														
DALE'S GLASS SHOP RESIDENTIAL & COMMERCIAL 275 GRIFFIN STREET SALINAS, CA 93901 PHONE (831) 424-1467 FAX (831) 424-3270 LICENSE NO. 933470 www.DalesGlassShop.com																		
PROPOSAL SUBMITTED TO	MNA, City of Greenfield		PHONE	DATE 4-21-16														
STREET			JOB NAME															
CITY, STATE AND ZIP CODE			JOB LOCATION															
<p><i>INSTALL METAL DOOR & FRAME</i> <i>WALL OPENING & PREP. INCLUDED</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><i>307° DOOR & FRAME</i></td> <td style="width: 40%; text-align: right;"><i>\$1,330.00</i></td> </tr> <tr> <td><i>Vandup, HARDWARE</i></td> <td style="text-align: right;"><i>1,240.00</i></td> </tr> <tr> <td></td> <td style="text-align: right;"><i>2,570.00</i></td> </tr> <tr> <td></td> <td style="text-align: right;"><i>2,341.51</i></td> </tr> <tr> <td></td> <td style="text-align: right;"><i>2,804.51</i></td> </tr> <tr> <td><i>PREP. & INSTALL</i></td> <td style="text-align: right;"><i>1,500.00</i></td> </tr> <tr> <td><i>TOTAL</i></td> <td style="text-align: right;"><i>\$ 4,304.51</i></td> </tr> </table>					<i>307° DOOR & FRAME</i>	<i>\$1,330.00</i>	<i>Vandup, HARDWARE</i>	<i>1,240.00</i>		<i>2,570.00</i>		<i>2,341.51</i>		<i>2,804.51</i>	<i>PREP. & INSTALL</i>	<i>1,500.00</i>	<i>TOTAL</i>	<i>\$ 4,304.51</i>
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<i>PREP. & INSTALL</i>	<i>1,500.00</i>																	
<i>TOTAL</i>	<i>\$ 4,304.51</i>																	
<p>We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of _____ dollars (\$ _____).</p>																		
<p>Payment to be made as follows: _____</p>																		
<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra work will be executed only upon written orders, and will become an extra charge and not above the estimate. All agreements contingent upon ethics, accidents or delays beyond our control.</p>			<p>Authorized Signature: </p> <p>Note: This proposal may be withdrawn by us if not accepted within _____ days.</p>															
<p>Acceptance of Proposal — The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>			<p>Signature: _____</p>															
<p>Date of Acceptance: _____</p>			<p>Signature: _____</p>															