

Attachment A

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LEASE

THIS LEASE AGREEMENT, hereinafter called "Lease" is made between the CITY OF GREENFIELD, a municipal corporation of the State of California, hereinafter called "LANDLORD," and the COUNTY OF MONTEREY, a political subdivision of the State of California (for use by the 3rd District Supervisor's Office), hereinafter called "TENANT" as of the last date opposite the respective signatures below 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, those certain premises (Premises) situated in the City of Greenfield, and located at 599 El Camino Real, Greenfield, Monterey County, California 93927, consisting of one first position public counter cubicle, five (5) enclosed office spaces (Office, 116, 121, 123, 129, 131 and 143 consisting of approximately 1,300 usable square feet per **EXHIBIT A – Description of Premises & Premise Improvements.**

The building containing the Premises was constructed after January 1, 1973, as evidenced by official documentation from the City of Greenfield Building Department. Copy of which is attached as **Exhibit C – Evidence of Seismic Adequacy.**

2. TERM

The term of this Lease shall begin on **January 1, 2021** ("Lease Commencement Date") and will continue until **December 31, 2022** 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 additional four (4) year term. TENANT shall give LANDLORD advance written notice of its intent to renew sixty (60) days prior to expiration of initial lease term. Said advance notice time period of sixty (60) days may be altered by mutual consent.

2.1 Items to be Completed Prior to Lease Commencement Date:

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

- Design, permit and, construct two (2) doors per **EXHIBIT A – Description of Premises & Premise Improvements** and **Exhibit F – Premise Improvement Costs & Specifications** attached and incorporated by this reference.

2.2 Reimbursement for door Installations:

TENANT agrees to reimburse LANDLORD, with a onetime payment, for 50% of the door installation, at a cost to TENANT not to exceed \$5,000.

3. RENT

LANDLORD AND TENANT agree that the monthly rent, including internet, phone, and utilities, for the term of this Lease shall be **One Thousand Six Hundred Twenty-Five Dollars (\$1,625.00).**

4. USE/FACILITIES COVERED

The term "Active Use Areas" will be used for purposes of this Lease to mean the designated space as shown in **Exhibit A** – Description of Premises & Premise Improvements and **Exhibit B** - Non – Exclusive Parking. LANDLORD shall have the right to add or exclude Active Use Areas during the term of this Lease, provided that any such change shall be in writing and approved by the TENANT.

5. PERMITTED USES OF ACTIVITIE USE AREAS

TENANT shall be entitled to use the Premises for general office and meeting space activities.

6. MAINTENANCE AND REPAIR

TENANT acknowledges that the 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 Premises and improvements to LANDLORD in as good condition as when received, except for loss or damage by fire, inevitable accident, natural disaster, act of God, and 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 and TENANT repairs and maintenance responsibilities are further defined in **Exhibit E** – Summary of Repairs and Maintenance Responsibilities.

LANDLORD shall operate, and TENANT shall use, the 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 Premises, and shall not make, nor permit to be made, any alterations or improvements of the Premises without first obtaining written consent from LANDLORD. All additions to and improvements of the Premise, 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 Premises and which can be removed therefrom without injury to the Premises, immediately when made shall become and be the property of the LANDLORD and shall not be removed from or changed in the 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 and TENANT responsibilities for services and utilities are further defined in **Exhibit D** – Summary of Services and Utilities.

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 to the extent of TENANT's use. LANDLORD and TENANT responsibilities for janitorial services are further defined in **Exhibit D** – Summary of Services and Utilities.

10. DESTRUCTION OF PREMISES

If, during the term of this Lease, the Premises or the building and other improvements in which the Premises are located are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, LANDLORD shall restore Premises or the building and other improvements in which the Premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made and completed within thirty (30) working days after the date of destruction. Such destruction shall not terminate this Lease. However, TENANT shall be entitled to forego 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

INDEMNITY

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 Lease.

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 Lease.

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.

INSURANCE

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 Lease with the following minimum limits of liability:

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

Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Lease, with a combined single limit of not less than \$500,000 per occurrence; and

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.

In the event that a party maintains insurance as required by this Lease, such insurance shall be with the company acceptable to the parties to this Lease 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 Lease completes its performance of services under this Lease.

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 Lease, or be accompanied by a certificate of insurance showing each subcontractor has identical coverage.

Prior to the execution of the Lease 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 Lease. 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 Lease, which shall continue in full force and effect.

12. LIENS

TENANT agrees to keep the 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's use of the 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 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 Premises, or which shall increase, or tend to increase, the existing rates of insurance of the 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's use, shall constitute a default by TENANT:

1. Abandonment and vacation of the Premises for thirty (30) days.
2. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to TENANT. If the default cannot be reasonably cured within thirty (30) days, TENANT shall not be in default of this Lease if TENANT commences to cure the default within the thirty (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 my other remedy now or later allowed by law.

The occurrence 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 Premises, or any part thereof, without the prior written consent of the LANDLORD which shall not be unreasonably withheld.

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 Lease: For LANDLORD - City Manager; For TENANT – PWFP-Real Property Specialist.

18. INSPECTION

LANDLORD shall have the right to enter the 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 Lease 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

Public Works, Facilities and Parks (PWFP)

Attn: PWFP- Real Property Specialist

1441 Schilling Place, South Bldg., 2nd Floor

Salinas, CA 93901

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 TENANT, 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 Premises 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 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. The venue for any lawsuit arising from this Lease shall be the Superior Court of the State of California, Monterey County.

This LEASE contains

Exhibit A – Description of Premises & Premise Improvements

Exhibit B – Non – Exclusive Parking

Exhibit C – Evidence 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, said parties have executed this Lease as of the last date below the respective signatures below.

LANDLORD

CITY OF GREENFIELD, a municipal corporation

Paul Woods, City Manager

Date: _____

Approved as to form:

City Attorney's Office

(Signature)

(Type Name/Title)

TENANT

COUNTY OF MONTEREY, a political
subdivision of the State of California

Michael R., Derr, Contracts/Purchasing Officer

Date: _____

Approved as to form:

Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

Mary Grace Perry, Deputy County Counsel

EXHIBIT B

Non Exclusive Parking



EXHIBIT C

EVIDENCE OF SEISMIC ADEQUACY

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

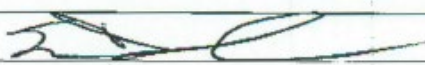
The following is a summary of maintenance and repair responsibilities of LANDLORD and TENANT for the proposed use of the Premises:

	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

EXAMPLE

Proposal		Page No.	of	Pages
DALE'S GLASS SHOP RESIDENTIAL & COMMERCIAL 275 GRIFFIN STREET SALINAS, CA 93901 PHONE (831) 424-1407 FAX (831) 424-3270 LICENSE NO. 933470 www.DalesGlassShop.com				
PROPOSAL SUBMITTED TO	NINA, City of GREENFIELD		PHONE	DATE 4-21-16
STREET			JOB NAME	
CITY, STATE AND ZIP CODE			JOB LOCATION	
INSTALL METAL DOOR & FRAME WALL OPENING & PREP. INCLUDED 30" x 70" DOOR & FRAME VENDOR, HARDWARE				
			\$1,330.00	
			1,240.00	
			2,570.00	
			TX 234.51	
			2,804.51	
PREP. & INSTALL			1,500.00	
TOTAL			\$4,304.51	
We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:				
Payment to be made as follows:			dollars (\$)
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 over and above the estimate. All agreements contingent upon timely, accidents or delays beyond our control.			Authorized Signature	
			Note: This proposal may be withdrawn by us if not accepted within	days
Acceptance of Proposal — The above prices, 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.			Signature	
Date of Acceptance			Signature	