

*Before the Board of Supervisors in and for the
County of Monterey, State of California*

Agreement No. A-07396

Approve a Lease of a Parking)
Lot Parcel Owned by the City of)
Salinas to the County For)
County Governmental Purposes,)
Including Parking Uses (99)
Year Lease at \$1.00 per Year))

Upon motion of Supervisor Potter, seconded by Supervisor Perkins and unanimously carried, (Johnsen absent) the Board approves a Lease of a Parking Lot Parcel Owned by the City of Salinas to the County For County Governmental Purposes, Including Parking Uses (99 Year Lease at \$1.00 per Year).

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page of Minute Book 69, on June 17, 1997

Dated: June 17, 1997

ERNEST K. MORISHITA, Clerk of the Board
of Supervisors, County of Monterey,
State of California.

Rv

Same will use

RESOLUTION NO. 16143 (N.C.S.)

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LEASE
WITH THE COUNTY OF MONTEREY

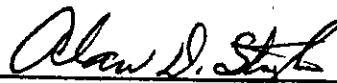
BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the Mayor is hereby authorized and directed, for an on behalf of the City of Salinas and as its act and deed, to execute an agreement between the City of Salinas, a municipal corporation, and the County of Monterey for the use of City owned downtown Salinas parking facilities.

PASSED AND ADOPTED this 25th day of March, 1997 by the following vote:

AYES: Councilmembers: Armenta, Caballero, Collins, Ish, Oliveres, and
Mayor Alan Styles

NOES: None

ABSENT: Councilmember Ocampo



ALAN D. STYLES, MAYOR

ATTEST:



ANN CAMEL, CITY CLERK

LEASE OF CITY PROPERTY

This Lease of city property ("Lease") is entered into and effective as of June 1, 1997, by and between the City of Salinas ("City"), a charter city organized under the laws of the State of California, and the County of Monterey ("County"), a general law county organized under the laws of the State of California.

RECITALS:

A. The City is the owner of property generally located on the south side of West Alisal Street between Lincoln Avenue and Church Street, in the City of Salinas, and commonly known as City Parking Lots Nos. 6 and 17 ("Premises"). The property description of the Premises is attached to this Lease as Exhibit A and a general map of the Premises is attached to this Lease as Exhibit B.

B. The County requires additional property to accommodate future anticipated, planned, or potential development for County governmental purposes, including, but not limited to, governmental offices and/or parking facilities.

C. The City is willing to allow the County to use, and the County desires to use, the Premises for County governmental purposes on the terms and conditions hereinafter set forth.

D. The City and the County have determined that this Lease is in the best interest of the public.

AGREEMENT:

Now, therefore, the parties hereby mutually agree as follows:

1. Recitals. The recitals are true and correct and the parties, and each of them, so find and declare.

2. Lease of the Premises. The City hereby leases the Premises and the County accepts the lease of the Premises pursuant to the terms contained in this Lease.

3. Term. The term of this Lease is for ninety-nine (99) years commencing on June 1, 1997, and ending on May 31, 2096, unless sooner terminated by the parties.

4. Lease Payments. The County shall pay the City the sum of \$1 per year as an annual lease payment for the lease of the Premises. The County, at the County's option, may prepay the Lease in its entirety by paying a lump sum amount of \$99 to the City within 10 days of the execution of this Lease.

5. Use Limitations.

A. The County may use the Premises for any County governmental purpose and such incidental and accessory uses as may be reasonably appropriate to facilitate or supplement such County governmental uses. Such County governmental uses may include, but are not limited to, County governmental offices, parking structure or structure, or parking lot or lots.

B. The County may issue debt or otherwise finance the construction of any improvements on the Premises so long as such debt or financing arrangement encumbers County's lease hold interest in Premises. County shall not encumber or impair the fee interest of City beyond the County's lease hold interest in the Premises.

C. Prior to the commencement of construction of any improvement on the Premises, the County will provide thirty-eight (38) parking spaces on the Premises available for use by the City. In the event the County undertakes to develop a parking structure or parking facilities on the Premises, the City shall be provided thirty-eight (38) parking spaces in whatever parking facility that is developed on the Premises. In the event the City desires to increase it's number of parking spaces beyond thirty-eight (38) spaces, the City may do so subject to approval by the County and subject to the City paying it's fair and proportionate share of all costs associated with the development of such parking facilities for any parking spaces in excess of thirty-eight (38).

D. The City and the County further agree that all of their respective parking facilities on the Premises or in any future parking facility that may be developed on the Premises shall be available to the public on evenings and weekends. For the purpose of this Lease, the term "evenings and weekends" means that time period beginning one-half hour after the close of business hours in county facilities and one-half hour before county facilities are open for business on the next following business day, excluding the hours of 1:00 am to 7:00 am.

E. The County shall, at its own costs and expense, keep and maintain the Premises and all improvements now or as may be constructed on the Premises in good order and repair and in a safe and clean condition.

F. The County shall pay or cause to be paid and hold the City and the Premises free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, telecommunications service, and any and all other utilities or services provided to the Premises, during the lease term, including the removal of garbage and trash.

6. County Responsibilities for Parking Uses. At its own cost and expense, the County shall perform each of the following responsibilities with respect to the Premises so long as the Premises is being used for parking purposes:

A. Restrictive Signs. The County shall erect and maintain appropriate signs at each entrance to the Premises or any parking facilities developed by the County to notify all users that use of the parking facility is restricted to use by County parking permit holders. Any and all City use of the Premises, as provided in Section 5C of this Lease, shall be required to obtain and maintain appropriate County parking permits.

B. Parking Enforcement. The County shall include the Premises in the County's parking ordinance, shall establish the class of parking permit required for its use, and shall provide enforcement of the County's parking ordinance on the same basis as for other County parking facilities set forth in the County's parking ordinance.

C. Maintenance. The County shall be responsible for maintenance of the Premises or any subsequent parking facility which shall include pavement stripings, signs, markers, wheel stops, and sweeping. In the event the property is not improved in any manner, the County shall return the property to the City in the same or similar condition as that in which it was delivered to the County upon termination of this Lease.

D. Indemnification and Self Insurance. The County shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including, but not limited to, court costs, damages, attorneys' fees, and claims administration fees arising out of injury to or death of any person or persons or loss of or damage to any property resulting in any manner from the willful acts or negligence of the County, its officers, agents, or employees in the use or maintenance of the Premises or in the construction or installation of any improvements on the Premises.

During the entire term of this Lease, the County shall maintain self insurance, or obtain at its cost insurance coverage as the County deems appropriate, for purposes of general liability against loss or liability caused by or connected with its possession and use of the Premises in an amount not less than one million dollars (\$1,000,000). Within thirty (30) days following a request of the City, the County shall deliver to the City a certificate of self insurance or insurance, as the case may be, with respect to the matters set forth in this paragraph.

E. Indemnification and Self Insurance of the City. The City shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including, but not limited to, court costs, damages, attorneys' fees, and claims administration fees arising out of injury to or death of any person or persons or loss of or damage to any property resulting in any manner from the willful acts or negligence of the City, its officers, agents, or employees in the use of any portion of the Premises as provided for in this Lease.

During the entire term of this Lease, the City shall maintain self insurance, or obtain at its cost insurance coverage as the City deems appropriate, for purposes of general liability against loss or liability caused by or connected with its use of the Premises as provided

in this Lease in an amount not less than one million dollars (\$1,000,000). Within thirty (30) days following a request of the County, the City shall deliver to the County a certificate of self insurance with respect to the matters set forth in this paragraph.

7. Negation of Partnership. Nothing in this Lease shall be construed to render either party in any way or for any purpose a partner, joint venturer, or associate in any relationship with the other party, nor shall this Lease be construed to authorize either to act as agent for the other.

8. Assignment. The County shall not voluntarily assign or encumber it's interest in this Lease or in the Premises, or sub-lease all or any portion of the Premises, or allow any other person or entity, except the County's authorized officers, employees, business invitees and visitors, and jurors, to occupy or use all or any part of the Premises without the express written consent of the City. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment by the County. No assignment shall release the County from any obligations under this Lease, without the City's consent, which shall not be unreasonably withheld. Further, the consent of the City to any sub-lease or assignment of the County's interest in this Lease for the improvements will not be unreasonably withheld.

9. Cooperation. Each party will reasonably cooperate with the other in ensuring that this Lease allows each party to maximize the benefits and privileges that are granted pursuant to the terms of this Lease. Such cooperation shall include, but is not limited to, execution of such documents as may be necessary or desirable to ensure the financing of improvements on the Premises, so long as such documents are consistent with the rights, privileges, and responsibilities set forth in this Lease.

10. Default. If after thirty (30) days written notice from the City to the County, the County fails to pay the annual rent in the manner and amount set forth above, or fails to keep, perform, and observe any and all promises, covenants, conditions, and agreements set forth in this Lease on it's part to be kept, performed, or observed, the City shall have the right to terminate this Lease and recover from the County the balance of the unpaid rent at the time of the breach together with any damages to the improvements located on the Premises.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid, and addressed to the other party as follows:

City: City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

County: County Administrative Officer
County of Monterey
Post Office Box 180
Salinas, California 93902

12. Miscellaneous Provisions.

A. Exhibits. All exhibits referred to are attached to this Lease and are incorporated herein by reference.

B. Integrated Agreement. This Lease contains all of the agreements of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement executed by the parties.

C. Captions. The captions of this Lease shall have no effect on its interpretation.

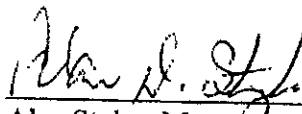
D. Mutual Negotiations. It is understood and agreed by the parties hereto that this Lease has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Lease within the meaning of California Civil Code section 1654.

E. Severability. If any provisions of this Lease or the application of any provision to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

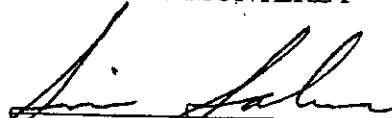
F. Applicable Law. This Lease shall be governed by and construed in accordance with the laws with the State of California.

In witness whereof, the parties have executed this Lease on the day and year first above written.

CITY OF SALINAS


Alan Styles, Mayor

COUNTY OF MONTEREY


Simon Salinas, Chair, Monterey County
Board of Supervisors

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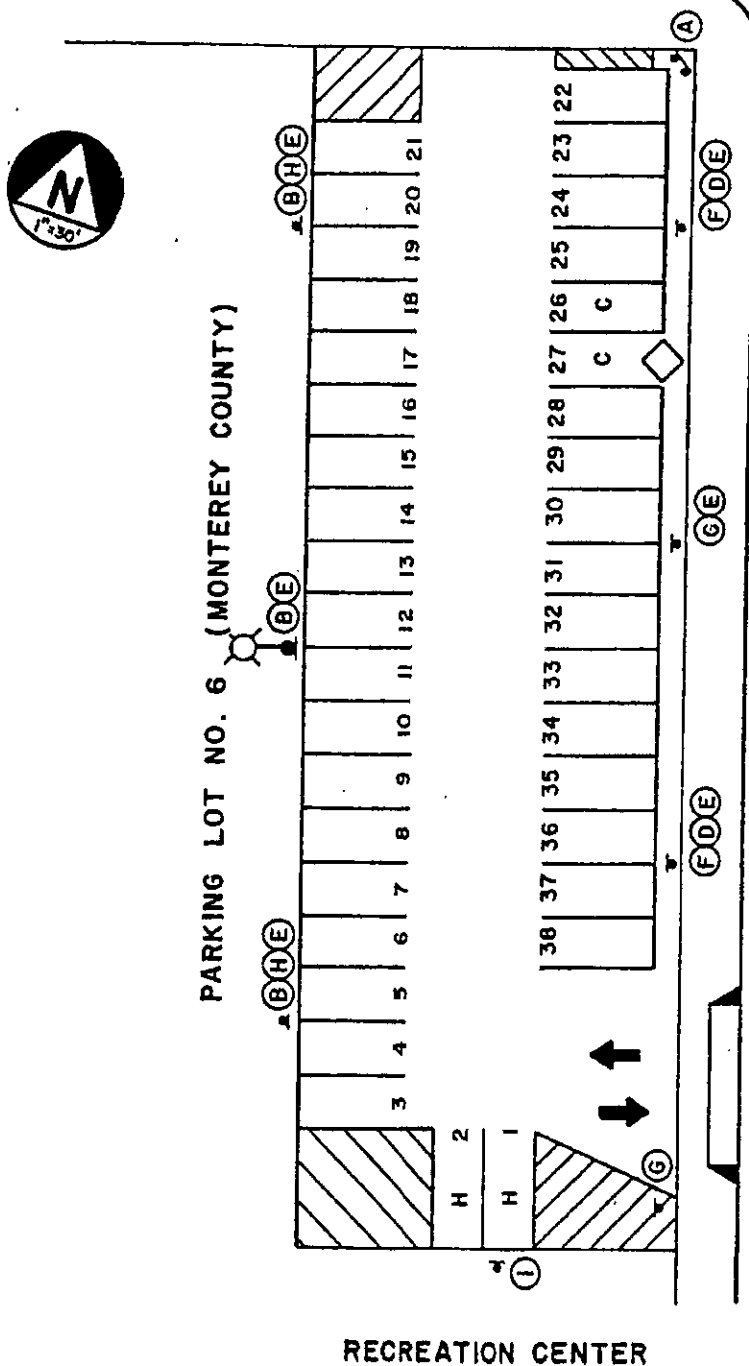
EXHIBIT A
PARKING LOT PROPERTY.

PROPERTY GENERALLY KNOWN AS CITY PARKING LOTS 6 AND 17, LOCATED IN THE CITY OF SALINAS, CALIFORNIA. THIS PROPERTY IS BOUNDED BY WEST ALISAL STREET ON THE NORTH, LINCOLN STREET ON THE EAST AND CHURCH STREET ON THE WEST AND INCLUDES APPROXIMATELY 53,151 SQUARE FEET.

(101 W. ALISAL ST.)

EXHIBIT "B"

WEST ALISAL ST.



LINCOLN AVE.

CAPACITY

STANDARD	34
COMPACT (C)	2
HANDICAPED (H)	2
TOTAL	38

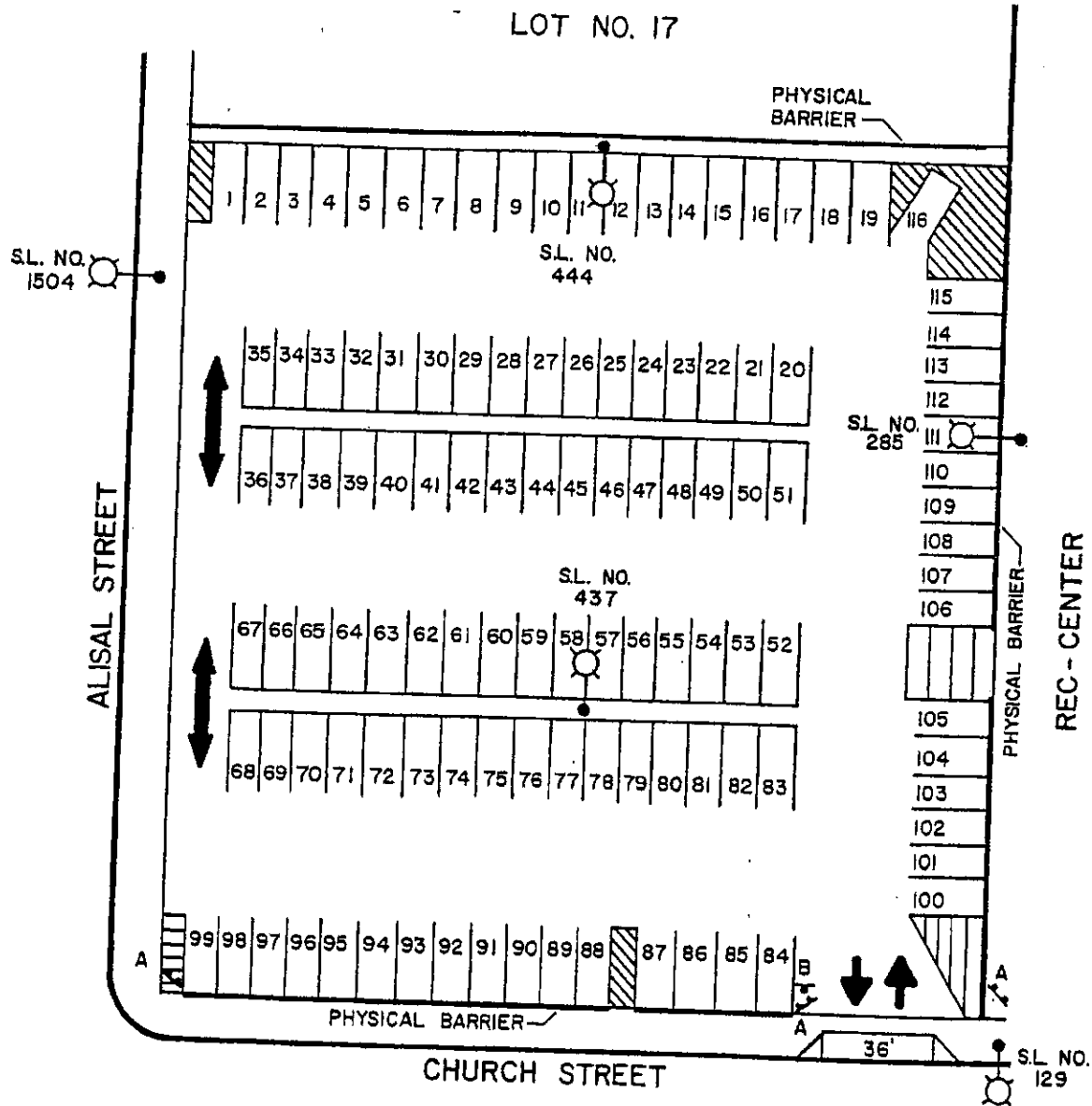
DCabrer03 11/92

EXHIBIT B-1

MONTEREY COUNTY PARKING LOT
FORMERLY CITY PARKING LOT NO. 6
101 WEST ALISAL STREET

EXHIBIT "B"

1"=40'



A:

RESERVED
COUNTY OF MONTEREY
PERMIT PARKING
ONLY
JURORS AND EMPLOYEES
VIOLATORS WILL BE CITED/TOWED

B:



CAPACITY
STANDARD 116

EXHIBIT B-2