



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Extend Lease Agreement with Mobil Modular and License Agreement with the City of El Cerrito

Recommendation

Approve the following motions: 1) Approve renewing the lease for one year with Mobile Modular at \$5488.80 per month and authorize the General Manager to sign that lease; and 2) Approve renewing the Licensing Agreement with the City of El Cerrito at a cost of \$1857 per month and authorize the General Manager to sign that lease.

Background

The Kensington Police Protection and Community Services District was in need of an office building and a piece of property for the office building when it was determined that the Public Safety Building was going to be retrofitted/remodeled. Around July/August of 2022 the KPPCSD's Board of Directors approved entering into two separate agreements. There is a need to renew the leases in order for the KPPCSD to continue to have a headquarters building.

One agreement was with the City of El Cerrito entitled a License Agreement. This permitted the District to utilize a modular building on the City's property. The cost for the past year for this agreement has been \$357 per month. To renew the agreement the cost will be XXXXX per month.

The second agreement involved the district assuming the lease of a modular unit from the City of Cerrito and entering into a one year lease for that unit at \$5,488.80 per month. In speaking with Mobile Modular they have quoted the same rate for us to renew the lease for another year (August 23, 2023-August 22, 2023).



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
 www.mobilemodular.com

Lease Agreement
 Contract: 210048310.1
Contract Term: 12 Months
 Date Printed: 08/19/2022
 Start Rent Date: 08/09/2022

Customer & Site Information		Mobile Modular Contact
Customer Information: Kensington Police Protection and CSD 217 Arlington Avenue Kensington, CA 94707 Tony Constantouros TConstantouros@kppcsd.org (650) 888-4025	Site Information: Kensington Police Protection and CSD 10940 San Pablo Avenue El Cerrito, CA 94530 Tony Constantouros TConstantouros@kppcsd.org (650) 888-4025 Customer PO/Reference: 210037514 Exp: // By:	Questions? Please Contact: Open Sales Direct Phone: 1 (866) 459-7600 All other inquiries: (925) 606-9000

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 48x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar.</i>	1	\$4,485.50	\$4,485.50	Y
Ramp, Plan A-3 <i>30' Run, Single Landing (65SQ FT) , Ramp Sections (120SQFT)</i>	1	\$179.00	\$179.00	Y

	Qty	Charge Each	Total One Time Taxable
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Charges Upon Delivery:

Office, 48x60 HCD (NonStd)

\$0.00

Subtotal of Monthly Rent:	\$4,664.50
Monthly Personal Property Expense (PPE):	\$314.00
Taxes on Monthly Charges:	\$510.30
Total Monthly Charges (Incl Taxes & PPE):	\$5,488.80
Subtotal of One-Time Charges upon Delivery :	\$0.00
Taxes On One Time Charges:	\$0.00
Security Deposit:	\$0.00
Est. Initial Invoice:	\$5,488.80

	Qty	Charge Each	Total One Time Taxable
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Charges Upon Return:

Office, 48x60 HCD (NonStd)

\$0.00

Special Notes

Additional Note: CTO from contract 210037514.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$450 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer



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- acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 48x60 HCD (NonStd)	1	1097	\$275,500.00



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Incorporation by Reference
 The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

<p>LESSOR: Mobile Modular Management Corporation</p> <p>Signature: Print Name: Title: Date:</p>	<p>LESSEE: Kensington Police Protection and CSD</p> <p>Signature: Print Name: Title: Date:</p>
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ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement ("**Agreement**") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 60 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in



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one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the fifteenth (15th) day of the billing cycle.

4. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. INSURANCE. Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide



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insurance for any of Lessee's personal property that may be in or on any Equipment.

LESSEE SHALL PROVIDE EVIDENCE OF INSURANCE IN THE FORM A CERTIFICATE OF INSURANCE IN WHICH LESSOR IS NAMED AS AN ADDITIONAL INSURED AND LOSS PAYEE AS SOON AS PRACTICABLE FOLLOWING EXECUTION OF THIS AGREEMENT. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT WILL NOT BE DELIVERED OR INSTALLED UNTIL THE REQUIRED CERTIFICATE OF INSURANCE IS RECEIVED BY LESSOR.

Should Lessee fail to deliver to Lessor the insurance certificates, or evidence of insurance related thereto, meeting the above requirements on or before the Start Rent Date, Lessee will be in default under this Agreement and Lessor, at its option, may, among other actions, impose a one-time fee for processing of up to One Hundred Dollars (\$100) and may assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to Lessor. Neither of the foregoing fees shall in any event constitute a waiver of Lessee's default or breach of this Agreement with respect to such failure nor prevent the exercise of any of the other rights and remedies granted to Lessor hereunder or available to Lessor under applicable law or equity. Any failure by Lessor to obtain or receive a certificate of insurance will not be deemed a waiver of Lessee's obligations to procure and maintain the insurance specified herein. These fees shall not be refundable.

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "Claims") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.



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14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. FEDERAL CONTRACTOR. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 05/24/21

**LICENSE AGREEMENT BETWEEN THE CITY OF EL CERRITO AND THE
KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT
CONCERNING 10940 SAN PABLO AVENUE, EL CERRITO, CALIFORNIA**

THIS LICENSE AGREEMENT ("**Agreement**"), is entered into as of this 26th day of July, 2022 ("**Effective Date**"), by and between the City of El Cerrito, a municipal corporation, ("**Licensor**" or "**City**") and the Kensington Police Protection and Community Services District ("**Licensee**" or "**District**") (individually "**Party**" and collectively "**Parties**") for the use of a certain portion of the real property located at 10940 San Pablo Avenue, El Cerrito, California ("**Premises**").

RECITALS

- A. The City is the fee owner of certain real property located at 10940 San Pablo Avenue in the City of El Cerrito, County of Contra Costa, State of California, with Assessor's Parcel Number 502-411-023.
- B. The Premises are improved with two vacant modular structures which are leased to the City by Mobile Modular, as well as structures utilized by the El Cerrito Police Department for storage. The structures on the Premises are represented in "**Exhibit A**" attached hereto and incorporated herein as "**Building A**" and "**Building B**" (collectively "**Buildings**") and "**El Cerrito Police Department Structures**". The leases for the Buildings are scheduled to terminate on May 31, 2023.
- C. Pursuant to the terms and conditions set forth in this Agreement, Licensee proposes to: 1) assume the lease for Building B on or before August 1, 2022 and, thereafter, temporarily use it for its operations; 2) maintain Building B and the Premises, including litter removal, graffiti abatement and landscape maintenance but not including Building A and the El Cerrito Police Structures; and 3) access fourteen (14) parking spaces within the parking lot on the Premises (collectively "**License Scope**"). Licensor has determined that it is in its best interest to permit Licensee to use the Premises for the License Scope.
- D. Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a license for the License Scope and the Parties desire to enter into this Agreement to establish the terms and conditions upon which such license is granted.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Grant of License.** City hereby grants to the District and its employees, customers, invitees, agents and contractors a non-exclusive, temporary license to use the Premises for the purpose of the License Scope and for no other purpose. The City reserves all other rights in the Premises that do not conflict with the terms of this Agreement or applicable law.

2. **Initial Term.** The initial license term of this Agreement shall commence on August 1, 2022 and shall extend through August 31, 2023 ("**Initial Term**").

3. **Option to Extend.** The District shall have the right to extend this term through August 31, 2024 with the consent of City, which shall not be unreasonably withheld or delayed. The extension term is referred to as a "**Renewal Term**" on the terms and conditions set forth herein, provided the District is not in default of this Agreement upon commencement of the succeeding Renewal Term. The Initial Term and the Renewal Term are herein collectively referred to as the ("**Term**").

4. **District's Covenant to Pay.** As consideration for the license to use the Premises, the District shall pay to the City Three-Hundred and Fifty-Seven dollars (\$357) per month, or One-Thousand and Seventy-One dollars (\$1,071) per quarter during the Initial Term. If the District is granted a Renewal Term, the District shall pay One-Thousand, Eight-Hundred and Fifty-Seven dollars (\$1,857) per month to the City during the Renewal Term.

City shall invoice District on a quarterly basis during the Initial Term and monthly basis during the Renewal Term. In any month where the Agreement has not been in effect for the entire month, then City shall invoice District on a pro rata basis for that month. All amounts due under this Agreement are due and payable net 30 days following the date of an invoice. Any portion of the invoice amount not paid within such 30-day period shall accrue interest at the annual rate of 2.5% above the prime rate (but not to exceed the maximum rate permitted by Law). All payments shall be made in U.S. dollars.

5. **District Building B Lease Assumption.**

(a) The District shall, at its sole cost and expense, negotiate directly with Mobile Modular to assume the City's lease of Building B. The District shall provide the proposed lease assumption to the City for its prior written approval at least fifteen (15) days prior to the proposed effective date. Upon the City's written approval, the District shall assume the Building B lease on or before August 1, 2022 ("**Lease Assumption**").

(b) The District shall not sublet Building B or any portion thereof without the City's prior written approval.

(c) The District may modify Building B provided that any improvements shall be performed:

- (1) in accordance with the terms of the Lease Assumption;
- (2) with due diligence and care so as to prevent unreasonable disruption of or interference with the use, occupancy or conduct of business operations by City on the Premises and to minimize any disturbance of or impact upon the City and its tenants, licensees, contractors, employees and invitees;
- (3) in compliance with all applicable laws, ordinances, regulations and orders of the City and all federal, state, county or local governmental agencies or entities having jurisdiction (collectively, "**Governmental Authorities**");

and (4) in a good and workmanlike manner and only with materials of good quality;
(5) in the interior of Building B (collectively "**Building B Improvements**").

(d) The District shall keep the Premises free and clear of all mechanics liens or other encumbrances arising from the Building B Improvements done by or on behalf of District.

(e) During construction of the Building B Improvements, the District shall implement such measures (including such fencing and access barriers) as may be reasonably necessary to ensure the safety of all persons and properties in and around the area in which such work is being performed. During the course of the Building B Improvements, District and District's agents, contractors and employees shall abide by all safety and health laws and regulations of Governmental Authorities and any reasonable safety and security requirements reasonably requested by City.

6. **City Reservation of Use of Building A.** The City retains all rights to use Building A for any purpose. If Building A is used by the City, District shall provide access to the restrooms in Building B to the City, its officers, officials, employees, tenants, agents, volunteers, and members of the public using Building A.

7. **District Use of Parking Lot.** The District shall have access to fourteen (14) parking spaces within the parking lot on the Premises ("**Spaces**"). Additionally, two (2) spaces within the parking lot are designated for eligible disabled individuals conducting either District or City business. If the District desires the Spaces be particularly assigned to it or specific District employees, it shall request such assignment from the City in writing and the City shall work with the District to create such assignment.

The City retains the right to use all parking spaces on the Premises other than the Spaces for the City, its officers, officials, tenants, employees, agents and volunteers' use.

8. **District Access to the Premises.** The District shall ensure that its officers, officials, employees, agents, volunteers and anyone conducting business with the District does not park their vehicles on Kearney Street behind the El Cerrito Public Safety Building. The District its officers, officials, employees, agents, volunteers and anyone conducting business with the District shall enter and exit the Premises from San Pablo Avenue only. Notwithstanding the foregoing limitations, in a verified emergency, only District public safety personnel may enter the Premises from the Kearney Street entrance, but these personnel shall be required to exit the Premises from San Pablo Avenue.

9. **Utilities.**

(a) On or before the Effective Date, the District shall establish the following utility services to the Premises and, thereafter, be responsible for all costs associated with such services:

- (1) Water service with the East Bay Municipal Utility District;
- (2) Electric and/or gas service with Pacific Gas and Electric or MCE; and
- (3) Internet and phone services.

(b) The City shall be responsible for providing the following services to the Premises and for all costs associated with such services:

- (1) Solid waste services; and
- (2) Alarm services through May 31, 2023 resulting from the City's existing contract with Security Signal Devices for such services.

10. Signage. If District desires to add signage to Premises to identify the temporary location of its operations, it shall first consult with the City's Zoning Administrator in order to determine whether its proposed signage requires City approval under applicable local regulations. If such proposed signage requires City approval, District shall obtain such approval prior to installing any signage on the Premises.

11. District Maintenance and Repairs.

(a) The District shall, at its sole cost and expense, repair any damage to the Premises caused exclusively by the District and/or its employees, invitees, agents and contractors. In the event that part of the damage to the Premises is caused by another party or parties, the District shall repair the pro rata share of any damage to the Premises caused by the District and/or its employees, invitees, agents and contractors. The District shall ensure that all construction or repair conducted on the Premises are screened with appropriate fencing, landscaping and other screening material, that the portion of the Premises used by District or its employees, invitees, agents and contractors for construction of the Building B Improvements is kept in neat and clean condition, and that graffiti and litter are promptly removed. During the Term of this Agreement, to the extent that the District installs any improvements on the Premises other than the Building B Improvements, in order to use the Premises for the District's intended use, the District shall be responsible for costs associated with such improvements as are necessary, including fencing, landscaping and paving, provided that any such improvements shall be subject to the prior written approval of City.

(b) The District represents and acknowledges that it has inspected and examined the Premises, including Building B, for purposes of this Agreement and determined such to be suitable for its intended use. The District further acknowledges that the City has disclosed to it that AT&T cannot provide service to the Premises, including Building B.

(c) Except for Building A and the El Cerrito Police Department Structures ("City Structures"), the District shall, at its own expense and cost, keep and maintain the Premises which shall include Building B, in a clean and sanitary condition including, but limited to, litter removal, graffiti abatement and landscape maintenance and free from any hazardous or dangerous conditions caused by District. In particular, the District shall be responsible for:

- (1) maintaining Building B's interior and exterior, including, but not limited to, window coverings, furnishings, floors, carpets and paint;
- (2) routine repair of the Premises which must be performed using licensed contractors, subject to City approval;
- (3) regular janitorial service sufficient to maintain the Premises in a clean and sanitary condition;

(4) supplies as required for District's use of the Premises, including, but not limited to, janitorial supplies;

(5) furnishings and materials as required for District use of the Premises;

(6) Maintaining all phone, computers and computer support equipment used by the District. Prior approval of the City is required for alterations or additions to the Premises' electrical system to support District's computer systems or other District equipment.

(7) Recycling, litter, garbage, and debris collection and deposit in appropriate receptacles in accordance with the City's provision of solid waste services to the Premises.

12. City Maintenance and Repairs.

The City shall be responsible for maintenance of Building A and the City Structures which shall include graffiti abatement.

13. Removal or Relocation of Buildings

(a) If City determines it will remove Building A prior to the end of its lease term on May 31, 2023, then it shall provide ninety (90) days' prior written notice to the District unless the Parties' signatories hereto or his/her designee(s) mutually agree in writing to a shorter notice period and such agreement shall not require an amendment to the Agreement. If District is using Building B at the time it receives such notice, it shall take all steps necessary to prevent unreasonable disruption of or interference with and minimize any impact upon the City's removal of Building A from the Premises.

(b) If District intends to vacate Building B and the Premises and terminate this Agreement prior to the Lease Assumption termination or May 31, 2023, it shall provide ninety (90) days' prior written notice to the City. In such event, City shall be responsible for any and all removal costs associated with removing Building B from the Premises pursuant to the Lease Assumption.

(c) If District intends to extend its lease of Building B beyond May 31, 2023, then it shall provide ninety (90) days' prior written notice to the City along with the proposed lease extension unless the Parties' signatories hereto or his/her designee(s) mutually agree in writing to a shorter notice period and such agreement shall not require an amendment to the Agreement. Upon City's written approval of such lease extension, District may extend the lease of Building B ("**Lease Extension**"). District shall be solely responsible for any increased removal fees or costs imposed by Mobile Modular as a result of the Lease Extension.

(d) If District intends to remove Building B from the Premises and relocate it to another property prior to the Lease Assumption termination, vacate the Premises and terminate this Agreement, then it shall be responsible for any and all relocation costs associated with relocating Building B. If the relocation results in reduced removal fees under the Lease Assumption, then such savings shall be passed on to the City.

14. Prohibited Use of Premises.

(a) District shall not do or permit anything to be done in or about the Premises, including Building B, nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering said premises or any part thereof or any of its contents. Nor may District cause a cancellation of any insurance policy covering the Premises or any part thereof or permit to be kept or used in or about the Premises any article, which may be prohibited by standard form fire insurance policies or by any El Cerrito City Codes or any other applicable laws.

(b) District shall not commit, suffer, or permit the commission by others of:
(1) any waste or nuisance of the Premises;
(2) any action or use on the Premises which interferes or conflicts with the use of the Premises by City or any authorized person; or
(3) any action on the Premises in violation of any laws, regulations, or ordinances.

(c) No goods, merchandise, or material shall be kept, stored, generated, produced, disposed or transported to or from, used or sold in or on the Premises which constitute Hazardous Materials, and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon. No machinery or apparatus shall be used or operated on the Premises which will in any way injure said Premises, or improvements thereon. For purposes of this Agreement, "Hazardous Materials" are defined as, but shall not be limited to: flammable explosives, asbestos, radioactive materials, hazardous waste, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials, substances defined as "hazardous substances," "hazardous materials," or "toxic substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; and those substances defined as "hazardous waste" in Section 25316 of the California Health and Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws. District acknowledges that District is not looking to or relying upon City to disclose any matters which City might be required to disclose under California Health & Safety Code Section 25359.7 and that all such matters have been investigated by District to District's satisfaction.

15. Alterations. Except as to Building B Improvements made in accordance with Section 5 and signage made in accordance with Section 10, District shall not allow or cause any alterations, additions or improvements to or of the Premises, or any part thereof, without the prior written consent of the City Manager.

16. District Volunteers. For any work performed by District volunteers on the Premises which shall include Building B, all volunteers shall sign hold-harmless forms approved by the City and return those forms to the City prior to the commencement of such volunteer work.

17. Termination.

(a) Either Party may terminate this Agreement upon 90 days' prior written notice to the other Party.

(b) If District removes or relocates Building B in accordance with Section 13 and vacates the Premises, then this Agreement shall terminate upon such removal/relocation and vacation.

(c) If the Parties do not agree to extend the Agreement for the Renewal Term pursuant to Section 3, then this Agreement shall terminate upon the expiration of the Initial Term.

(d) If the Parties extend the Agreement for the Renewal Term pursuant to Section 3, then it shall terminate upon the expiration of the Renewal Term.

(e) Upon termination of this Agreement, except for the Buildings, all improvements constructed on the Premises by the District shall be the exclusive property of City, and City shall be solely responsible for the ongoing maintenance and security of such improvements.

(f) Upon termination of this Agreement, the District shall be responsible, at its sole cost and expense, for restoring the Premises to its original condition including removing property, equipment, and structures placed on the Premises by the District excluding the Buildings.

18. Possessory Interest. District expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that District may be subject to the payment of property taxes levied on such interest. District is responsible for determining whether this possessory interest is subject to property taxation.

19. Compliance with Laws. District has represented to the City and hereby warrants that District has complied with all laws applicable to the acceptance and use of the License herein granted. District shall observe and comply at all times with all applicable federal, state, county and city statutes and ordinances, rules, regulations, directives, and orders of Governmental Authorities now in force or which may hereinafter be in force relating to or affecting the use of the License herein granted.

20. Insurance. As of the Effective Date and thereafter throughout the Term, District and the District's contractors shall, at its sole cost and expense, procure, carry and maintain in full force and effect in a form acceptable to City and with insurance companies authorized to transact business in the State of California, insurance coverage by the following policies of insurance:

(a) Commercial General Liability insurance with liability coverage not less than Four Million Dollars (\$4,000,000) per each occurrence for each of bodily injury liability, personal injury liability, property damage liability, products and completed operations liability and advertising injury liability that may arise out of or result from District's use of the Premises or

operations or contractor's operations under its contract with District, and for costs and expenses (including attorneys' fees and court costs) incurred in connection therewith.

(b) Workers Compensation Insurance for all District employees as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

(c) Property insurance against all risks of loss to any tenant improvements or betterments which shall include Building B, at full replacement cost with no coinsurance penalty provision. Property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to 100% of the replacement value of the Buildings, with deductible, if any, acceptable to City.

(d) Pollution Legal Liability and Remediation applicable to District operations with a limit no less than Two Million Dollars (\$2,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.

(e) With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from injuries to District employees resulting from work for the District or use of the Premises.

(f) All policies of liability insurance obtained and maintained by the District in accordance with this Section shall name City, its officers, officials, employees, and volunteers as additional insureds and shall further provide that the insurance policy so endorsed will be the primary insurance providing coverage for City.

(g) District's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(h) The insurance required by this Section shall be provided under an occurrence form, and the District shall maintain such coverage continuously throughout the Term of this Agreement. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above. All insurance required hereunder shall be effected under valid and enforceable policies issued by responsible insurers authorized to do business in the State of California and to issue policies of the nature and in the liability amounts required above, and with an A.M. Best rating of at least "A-VIII."

(i) The District shall furnish to City copies of the Certificates of Insurance. The Certificate of Insurance shall provide that the insurance company shall endeavor to notify City

by written notice at least thirty (30) days prior to any cancellation, reduction or modification of coverage. The District shall furnish City with copies of any and all policies of insurance required hereunder, if so requested by City. In the event the District does not comply with the requirements of this Section, the City may at its option purchase insurance coverage to protect itself and the Premises and the District shall be responsible for paying the costs of such insurance.

21. Indemnity and Hold Harmless. District agrees to and shall indemnify, defend (with counsel acceptable to City) and hold harmless City and City's officers, officials, employees, agents and volunteers (collectively, the "**City Indemnitees**") from and against any and all Claims, which any of the City Indemnitees may suffer arising out of or in connection with District access and use of the Premises, which shall include Building B, and any activities conducted on the Premises by District and District's agents, contractors, subcontractors and employees pursuant to this Agreement which shall include, but is not limited to, the release or threatened release of Hazardous Materials, District's failure to comply with all governmental laws, regulations and permits, including, but not limited to, full compliance with the Americans with Disabilities Act; and any default by District in the performance of its obligations under this Agreement (collectively "**Liability**") except such Liability caused by the sole negligence or willful misconduct of the City. For purposes of this Agreement, the term "**Claims**" shall mean any and all actions, suits, causes of actions, claims, demands, liabilities, judgments, penalties, losses, damages and/or claims for bodily injury and/or property damage, costs and expenses of every nature, including reasonable attorney's and expert's fees and costs. Notwithstanding the forgoing, this Section 21 shall not apply to claims arising from (a) the City's exercise of its rights under Section 6 of this Agreement; or (b) the use or condition of the El Cerrito Police Department Structures.

22. Default. A Party shall be in default under this Agreement if such Party breaches any obligation to be performed by such Party under this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice from the other Party specifying in reasonable detail the nature of such default; provided, however, that with respect to non-monetary defaults only, if such non-monetary default is of such nature as is capable of being cured but not within said ten (10) business day period, a Party shall not be deemed in default hereunder if, and so long as, such Party commences to cure such default within said ten (10) business day period and proceeds diligently and continuously to complete the cure of such default within said reasonable additional time as is necessary to cure such default.

23. Inspection by City. City shall be permitted to enter and inspect the Premises which shall include Building B at any and all times. City is not required to provide District with advanced notice of said inspection.

24. Extent of Grant of License. This Agreement and the License herein granted are valid only to the extent of City's jurisdiction as a landowner of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of District. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the City.

25. **Assignment.** The License herein granted is personal to District and shall not be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of City, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until City shall have given its written consent thereto. City may withhold its consent for any reason.
26. **Provisions are Condition of Use/Occupancy.** Each provision of this Agreement shall be deemed a condition of the right of District to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if District fails to perform any provision of this Agreement at the time and in the manner herein provided, City may, at its own option, immediately terminate this Agreement. The City's right to terminate shall be cumulative to any other legal right or remedy available to City.
27. **District No Agent.** District, its officers, agents, employees, and volunteers shall act in an independent capacity and shall not represent themselves whatsoever as an agent of the City. District shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
28. **License Not a Lease.** This Agreement does not constitute a lease, but constitutes a revocable License and District is limited to the use of the Premises expressly and specifically described above. District shall have no right or privilege in any respect whatsoever to use any other part of Premises for any purpose whatsoever. District does not claim any interest that, when coupled with the License herein granted, would render it irrevocable.
29. **No Waiver of Enforcement.** The City's failure to enforce any Section of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such Section. The Section shall remain in full force and effect.
30. **Relationship.** The Parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
31. **Miscellaneous.**
- (a) If either Party shall bring an action to enforce its rights hereunder, the prevailing Party in such action shall be entitled to its reasonable attorney's fees and costs from the non-prevailing Party.
 - (b) This Agreement shall not be amended or modified except by written instrument signed by the Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes by all prior agreements or understandings, oral or written, between the Parties in this regard.
 - (c) This Agreement shall be construed in accordance with the laws of the State of California and the City of El Cerrito.
 - (d) Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Contra Costa, State of California.
 - (e) If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

32. **Notices.** All notices to be given hereunder shall be in writing and shall be mailed, by certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private courier service). Notices may also be given by email or fax, provided that the notice is concurrently given by one of the methods described in the preceding sentence (with deposit in the mail or delivery to the courier to be made no later than the next business day following fax transmission) and that confirmation of completed transmission is obtained. The address for notices shall be:

The City: City of El Cerrito
7007 Moeser Lane
El Cerrito, CA 94530
Attn: Recreation Director
Email: cjones@ci.el-cerrito.ca.us
FAX: (510) 528-9413

The District: Kensington Police Protection and Community Services District
10940 San Pablo Avenue
El Cerrito, CA 94530
Attn: General Manager
Email: tconstantouros@kppcsd.org

The person and the place to which notices are to be mailed or delivered may be changed by either Party by written notice to the other Party given in accordance with the provisions of this Section.

33. **Binding Effect.** Subject to Section 25, each and all of the covenants, terms, agreements and obligations of this Agreement shall extend to and bind and inure to the benefit of the respective successors and assigns of the Parties hereto.

34. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first written above.

Licensee:

**Kensington Police Protection
and Community Services District**

By: *Tony Constantouros*
Tony Constantouros (Jul 26, 2022 17:18 PDT)
Tony Constantouros
Interim General Manager

Licensor:

City of El Cerrito

By: *Karen Pinkos*
Karen Pinkos
City Manager

ATTEST:

Lynelle M Lewis
Lynelle Lewis, District Clerk of the Board

Holly Charley
Holly Charley, City Clerk

APPROVED AS TO FORM:

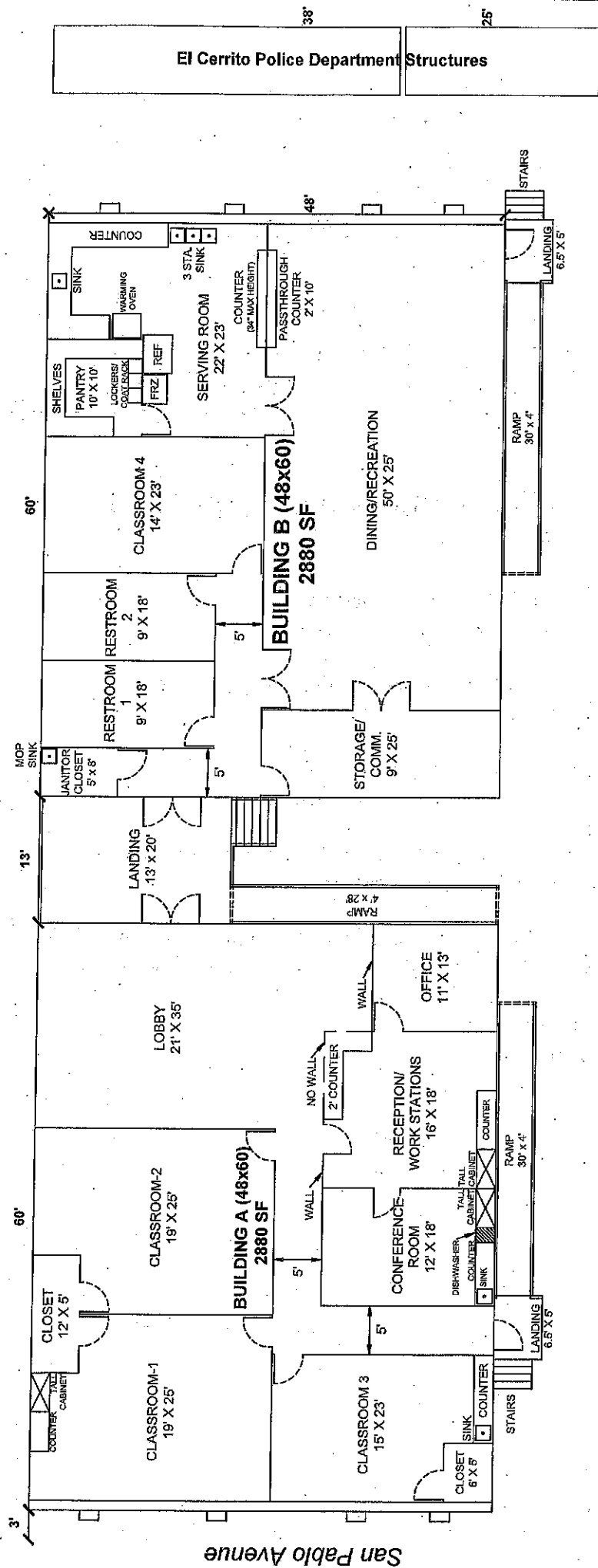
Ann R. Danforth
Ann R. Danforth (Aug 1, 2022 10:11 PDT)
Ann Danforth, District General Counsel

Sky Woodruff
Sky Woodruff (Jul 27, 2022 09:49 PDT)
Sky Woodruff, City Attorney

5132911.3

10940 San Pablo Avenue
El Cerrito, CA 94530

Exhibit A



Parking Lot (28 spaces, including 2 ADA)

Kearney Street Entrance

San Pablo Avenue







El Cerrito - Kensington license agreement for 10940 San Pablo

Final Audit Report

2022-07-27

Created:	2022-07-27
By:	Sky Woodruff (sky@meyersnave.com)
Status:	Signed
Transaction ID:	CBJCHBGAABAAC3ynz9XHcjD_VCy5IFDPQ6gmt3dffBz

"El Cerrito - Kensington license agreement for 10940 San Pablo" History

-  Document created by Sky Woodruff (sky@meyersnave.com)
2022-07-27 - 4:35:43 PM GMT - IP address: 206.169.145.130
-  Document emailed to swoodruff@meyersnave.com for signature
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-  Signer swoodruff@meyersnave.com entered name at signing as Sky Woodruff
2022-07-27 - 4:49:47 PM GMT - IP address: 206.169.145.130
-  Document e-signed by Sky Woodruff (swoodruff@meyersnave.com)
Signature Date: 2022-07-27 - 4:49:49 PM GMT - Time Source: server - IP address: 206.169.145.130
-  Agreement completed.
2022-07-27 - 4:49:49 PM GMT