



## CITY COUNCIL AGENDA REPORT



**DEPARTMENT:** Community Services

**MEETING DATE:** June 1, 2004

**PREPARED BY:** April L. Soash  
Director of Community Services

**AGENDA LOCATION:** \*I-5 Consent

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**TITLE:** Renewal of Options Lease Agreements for Rotary and Recreation Parks for the Year Ending June 30, 2005

**OBJECTIVE:** The purpose of this report is for City Council to renew the lease agreements with Options at Rotary Park and Recreation Park

**BACKGROUND:** The City of Monrovia and Options have a history of lease agreements for use of land space at Rotary Park and Recreation Park to conduct Family Child Care Home (FCCH), Options Headstart and Surround Care programs. These programs are designed to offer children opportunities to strengthen social and academic skills. The current lease agreements are for one year and will expire June 30, 2004.

Rotary Park – The City and Options have entered into lease agreements for use of Rotary Park since March of 1987. The purpose of the lease is to provide land space for the Options child care program (Surround Care). The children in Surround Care attend the Options child care program at Rotary Park.

Recreation Park – The City and Options have entered into lease agreements for use of Recreation Park since April of 1989. The purpose of the lease is to provide space for a mobile classroom which houses the Options Headstart program. Headstart provides early academic and social opportunities of local children and a parent education component including classroom volunteering and educational workshops.

**ANALYSIS:** The lease agreements stipulate that Options provide an annual report of services to the City every year. The annual report was presented to Commission at the April meeting with findings indicating that Options services to Monrovia has seen a small increase, however, total participation continues to be on the decline.

In May, the lease agreements for Options use of Rotary Park and Recreation Park were presented to the Community Services Commission who approved the staff report to recommend to City Council the renewal of the leases for another one year term.

**\*I-5**



**CITY OF MONROVIA  
DEPARTMENT OF COMMUNITY SERVICES**



**OPTIONS  
LEASE AGREEMENT  
(Recreation Park)**

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into as of this 1st day of July, 2004, by and between the CITY OF MONROVIA, a California municipal corporation ("Landlord"), and OPTIONS - A CHILD CARE AND HUMAN SERVICES AGENCY, a California non-profit corporation ("Tenant"), with respect to the following recitals

**RECITALS**

A Landlord is the owner of that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property")

B Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant the Property on the terms and conditions hereinafter provided

**NOW THEREFORE**, the parties agree as follows

1 Property Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property

2 Term The term of this Lease shall commence July 1, 2004 and end June 30, 2005 (the "Term")

3 Rent Tenant shall pay to Landlord as rent the sum of One Dollar (\$1 00)

4 Utilities Tenant shall also pay the cost of electricity, water and other utilities used on the Property as additional rent Landlord shall, when possible, have the Property separately metered for utilities to determine the amount of utilities used on the Property Landlord shall allow the State Allocation Board (or appropriate agents or contractors thereof) reasonable access to required utility connections and the joint use of such common lines without surcharge, provided, however, that any requested modifications to the utility services shall be at no cost or expense to Landlord

5 Purpose Tenant shall use the Property for a Head Start Center as described in Exhibit B attached hereto and incorporated herein by this reference (the "Head Start Center") and for no other purpose This use shall be made possible by the installation of a relocatable mobile classroom of approximately 24 feet by 60 feet (the "Head Start Building"), together with Tenant's necessary site preparation, construction of the "Improvements" (as defined below) and use of approximately 3,500 square feet of the adjoining park property as approved by the Landlord Tenant's preparation and installation of the Improvements shall be at no cost to Landlord Tenant covenants and agrees to maintain the Improvements in compliance with all government requirements and regulations relating to construction, operation and licensing of the Head Start Center Tenant agrees not to commit, suffer or permit any waste on the Property, or to permit any acts to be done thereon in violation of any law or ordinance Landlord hereby

proceedings arising from (a) the conduct of Tenant's business on, or any act or omission taken, failed to be taken, permitted or suffered by Tenant, or its agents, contractors, employees or licensees in or about, the Property or elsewhere, and/or (b) a breach or default by Tenant in the performance of any of its obligations to be performed hereunder, and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding

13 Insurance Tenant shall, at all times and at no expense to Landlord, obtain and keep in full force and effect a policy of combined single limit bodily injury and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000) insuring Tenant against any liability arising out of the ownership, use, occupancy, operation or maintenance of the Property Landlord and its employees, agents and representatives shall be named as additional insureds on such policy Tenant shall provide Landlord with a certificate of insurance in a form reasonably satisfactory to Landlord In the event Tenant fails to procure and maintain such insurance, Landlord may, but shall not be obligated to, procure and maintain the same and charge Tenant for its costs and expenses incurred in connection therewith. Tenant hereby releases and relieves Landlord from, and waives Tenant's right of recovery against Landlord for, loss or damage arising out of, or incident to, the perils insured against under Landlord's policy of fire and extended coverage insurance, which perils occur in, on or about the Property, whether due to the negligence of Landlord, Tenant or their agents, employees, contractors and/or invitees

**INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises The cost of such insurance shall be borne by the Lessee

Minimum Scope of Insurance

Coverage shall be at least as broad as

1 Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)

2 Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for lessees with employees)

3 Property insurance against all risks of loss to any tenant improvements or betterments

Minimum Limits of Insurance

Lessee shall maintain limits no less than

1 General Liability \$1,000,000 per occurrence for bodily injury, personal injury and property damage If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit

2 Employer's Liability \$1,000,000 per accident for bodily injury or disease

3 Property Insurance Full replacement cost with no coinsurance penalty provision

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its trustees, officers, employees and volunteers, or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1 The City, its trustees, officers, employees and volunteers and to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee.

2 The Lessee's insurance coverage shall be primary insurance as respects the City, its trustees, officers, employees or volunteers. Any insurance or self-insurance maintained by the City, its trustees, officers, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A M Best's rating of no less than A VII.

Verification of Coverage

Lessee shall furnish the City's Risk Manager original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

14 Access Tenant shall permit Landlord and its employees, agents and representatives to enter into and upon the Property at all reasonable times for the purpose of inspecting, repairing or altering the same.

15 Assignments Tenant shall not assign this Lease or otherwise sublet the Property, in whole or in part, without the prior consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.

16 No Partnership Tenant and Landlord are not partners and nothing herein shall be construed to create a partnership or joint venture in any sense. Furthermore, nothing herein shall be deemed to make Tenant an agent or representative of Landlord or vice versa.

17 Notice 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 by prepaid, first-class mail as follows:

Landlord  
City Manager  
City of Monrovia  
415 South Ivy Avenue  
Monrovia, California 91016

Tenant  
CEO and Executive Director  
Options - A Child Care and Human Services Agency  
100 North Citrus Street, Suite 300  
West Covina, California 91791

18 Termination for Inability to Head Start Center In the event Tenant loses funding for, or is otherwise unable to continue, the Head Start Center, Tenant may immediately terminate this Lease by providing Landlord with notice thereof. In the event this Lease is terminated by Tenant due to Tenant's loss of funding for the Head Start Center, the parties covenant to cooperate with each other with respect to the removal of the Improvements and restoration of the Property as otherwise required hereby. Notwithstanding the foregoing, Tenant shall complete such removal and restoration within one hundred and twenty (120) days from the date Tenant reasonably determines that it is unable to continue the Head Start Center.

19 Amendment This Lease may be amended only by a written agreement signed by the CEO/Executive Director of Tenant and the City Manager of Landlord.

20 Miscellaneous This Lease shall be construed and interpreted in accordance with the laws of the State of California. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions. The definitions contained in this Lease shall be used to interpret this Lease and when required by the context of this Lease, the singular shall include the plural and the masculine shall include the feminine or the neuter. The unenforceability and invalidity or illegality of any provisions shall not render the other provisions unenforceable, invalid or illegal. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

21 Annual Report to Council On April 1, Tenant shall prepare and submit to Community Services Commission a written report detailing the past year's activities of the Head Start Center. This report will be submitted to City Council on May 1 of each year during the Term. The report shall include data on the number of children enrolled, the number of Monrovia residents served and other information reasonably requested by Landlord as will enable its City Council to determine whether the Head Start Center is as described in Exhibit B attached hereto and incorporated herein by this reference.

22 Waiver No party shall be deemed to have waived any provision of this Lease except in writing and any waiver of any one or more provisions of this Lease shall not constitute a waiver of any other provision of this Lease.

23 Compliance With Laws Tenant shall comply with all Federal, state and local laws, ordinances, rules, regulations and policies, as the same may be amended from time to time.

24 Attorney Fees If any action at law or equity is brought to enforce or interpret the terms or conditions hereof, the prevailing party shall be entitled to recover from the other reasonable attorney's fees, costs and necessary disbursements in addition to any other relief that such party may be entitled to.

25 Operation and Supervision of Head Start Center Tenant shall, at no expense to Landlord, hire and supervise its staff and all other aspects of the operation of the Head Start Center. Landlord shall not be required to operate, supervise or participate in the Head Start Center.

**IN WITNESS WHEREOF.** Landlord and Tenant have executed this Options Lease Agreement (Recreation Park) as of the date first written above

**TENANT:**

OPTIONS – A CHILD CARE AND HUMAN SERVICES AGENCY, a California Non-profit Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**LANDLORD**

CITY OF MONROVIA, a California Municipal Corporation

By \_\_\_\_\_

Rob Hammond, Mayor

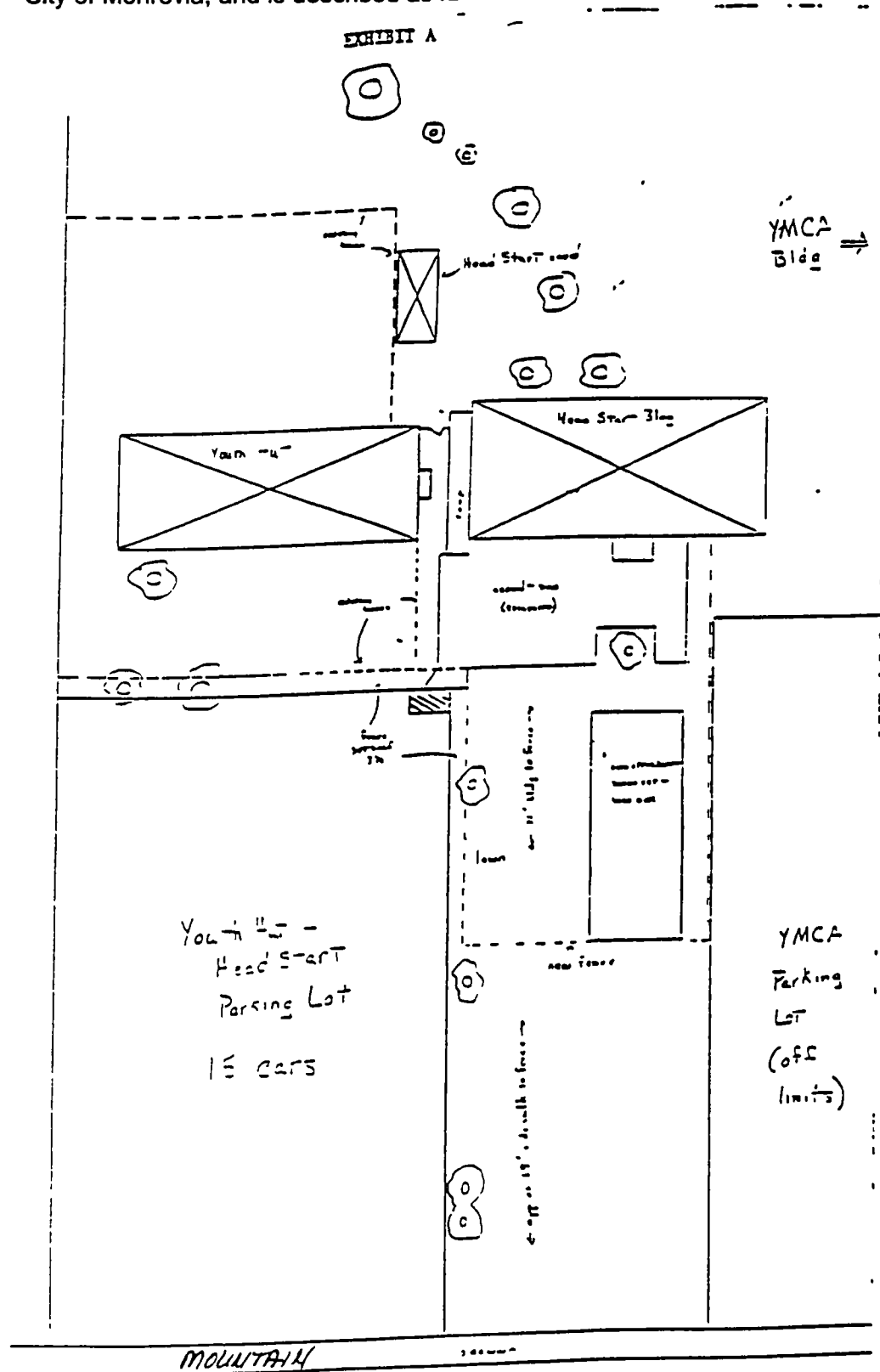
**ATTEST:**

\_\_\_\_\_  
Linda B Proctor, CMC, City Clerk  
City of Monrovia

### EXHIBIT A

### LEGAL DESCRIPTION

The land referred to in this report is situated in the State of California, County of Los Angeles, City of Monrovia, and is described as follows:



## **EXHIBIT B**

### **DESCRIPTION OF HEAD START CENTER**

Enrollment shall be limited to not more than two (2) sessions per day, Monday through Friday, with a maximum of twenty (20) children in each session and on the Property at any one time

## **EXHIBIT C**

### **DESCRIPTION OF IMPROVEMENTS**

- Foundation, ramps, steps and utility hook ups for the Head Start Building,
- 4 foot high fences and gates,
- Asphalt tricycle area, approximately 50 feet long (N-S) and 22 ½ feet wide (E-W), plus a walkway to existing parking lot,
- Combination climbing structure, swing set and sand play-area, all within a sand box approximately 19 feet by 40feet,
- Storage shed 8 feet by 16 feet,
- Low maintenance shrubs and possibly other landscaping, to be determined by the Community Services Department of Landlord and Tenant,
- Realignment of the sprinkler system to accommodate the other improvements, in cooperation with the Community Services Department of Landlord, and
- Possibly, exterior lighting mounted on the Head Start Building to illuminate the area behind the same

**Note** Minor modifications to the size or placement of improvements may be necessary to meet the practical needs of the Head Start Center and may be approved and/or required by the Community Services Department of Landlord



**CITY OF MONROVIA  
DEPARTMENT OF COMMUNITY SERVICES**



**OPTIONS  
LEASE AGREEMENT  
(Rotary Park)**

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**RECITALS**

A Landlord is the owner of that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property")

B Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant the Property on the terms and conditions hereinafter provided

**NOW THEREFORE**, the parties agree as follows

1 Property Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property

2 Term The term of this Lease shall commence July 1, 2004 and end June 30, 2005 (the "Term") This Lease shall automatically be renewed on an annual basis for four (4) additional one (1) year periods unless terminated by Landlord (i) without cause, upon ninety (90) days prior notice sent at any time during the Term, or (ii) for cause (i.e., for any breach or violation by Tenant of the terms and conditions of this Lease or the lease between Tenant and the State Allocation Board for a children's day care center on the Property (the "SAB Lease")), upon thirty (30) days prior notice thereof

3 Rent Tenant shall pay to Landlord as rent the sum of One Hundred Twenty Dollars (\$120 00) per month, in advance, on or before the first day of each month of the Term In the event Landlord has not received the rent on or before the tenth day of the month, Landlord may charge Tenant a late fee in the amount of Twenty-Five Dollars (\$25 00)

4 Utilities Tenant shall also pay the cost of electricity, water and other utilities used on the Property as additional rent Landlord shall, when possible, have the Property separately metered for utilities to determine the amount of utilities used on the Property Landlord shall allow the State Allocation Board (or appropriate agents or contractors thereof) reasonable access to required utility connections and the joint use of such common lines without surcharge, provided, however, that any requested modifications to the utility services shall be at no cost or expense to Landlord

5 Purpose Tenant shall use the Property for a children's day care center as described in Exhibit B attached hereto and incorporated herein by this reference (the "Day Care

Center”) and for no other purpose This use shall be made possible by the installation of a relocatable child care building of approximately 35 feet by 38 feet (the “**Child Care Building**”), together with Tenant’s necessary site preparation and construction of such appropriate leasehold improvements as are approved by Landlord, including reasonable use of the park playground as a play-yard of a minimum of 2,100 square feet Tenant’s preparation and installation of such leasehold improvements shall be at no cost to Landlord Tenant covenants and agrees to maintain such leasehold improvements in compliance with all government requirements and regulations relating to construction, operation and licensing of the Day Care Center Landlord agrees that Tenant may, at no cost to Landlord, install gates in two openings in the existing fencing on the Property, provided, however, that Tenant shall not lock such gates at any time Tenant agrees not to commit, suffer or permit any waste on the Property, or to permit any acts to be done thereon in violation of any law or ordinance

6 Termination Tenant may terminate this Lease at any time, without cause, by giving Landlord at least thirty (30) days prior notice thereof Upon termination, Landlord shall not be entitled to any damages as a result of a termination without cause

7 Taxes Tenant shall attempt to qualify for an exemption from real property taxes and/or possessory interest taxes by filing an application therefore with the appropriate state agency If Tenant fails to qualify, or fails to timely file therefore, Tenant shall be responsible for any real property taxes and/or possessory interest taxes that accrued with respect to the Property during the Term

8 Maintenance Except as provided herein to the contrary, Landlord shall keep and maintain the Property, including all structural portions and mechanical and other systems thereof, in good and safe condition and repair Tenant shall keep and maintain the interior, non-structural portions, of the Property in good condition and repair, except for ordinary wear and tear

9 Alterations Tenant shall not make any improvements or alterations to the Property without first obtaining Landlord’s approval thereof and allowing Landlord to post a notice of nonresponsibility with respect thereto Any improvements or alterations to the Property made by Tenant shall, except for the Child Care Building, movable equipment, furniture, trade fixtures and appliances, become a part of the Property All such improvements and alterations shall be at no cost to Landlord Tenant covenants and agrees that the Child Care Building and all movable equipment, furniture, trade fixtures and appliances will be installed and removed without any damage to the Property, and in the event any damage is caused thereby, Tenant agrees to immediately repair such damage at its sole cost and expense

10 Maintenance of Property Tenant shall, at all times and at no expense to Landlord, maintain the Property in good condition and repair, including providing custodial services for the improvements thereon Tenant shall surrender the Property to Landlord in the same condition that the Property was in upon the commencement of this Lease, except for reasonable wear and tear and the effect of grading, foundation work and other site modifications that Landlord accepts as permanent improvements to the Property

11 Indemnification Tenant shall indemnify, defend and hold Landlord, and its employees, directors and agents, harmless from and against any and all claims, actions or proceedings arising from (a) the conduct of Tenant’s business on, or any act or omission taken, failed to be taken, permitted or suffered by Tenant, or its agents, contractors, employees or licensees in or about, the Property or elsewhere, and/or (b) a breach or default by Tenant in the performance of any of its obligations to be performed hereunder, and from any and all costs,

attorneys' fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding

12 Insurance Tenant shall, at all times and at no expense to Landlord, obtain and keep in full force and effect a policy of combined single limit bodily injury and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000) insuring Tenant against any liability arising out of the ownership, use, occupancy, operation or maintenance of the Property. Landlord and its employees, agents and representatives shall be named as additional insureds on such policy. Tenant shall provide Landlord with a certificate of insurance in a form reasonably satisfactory to Landlord. In the event Tenant fails to procure and maintain such insurance, Landlord may, but shall not be obligated to, procure and maintain the same and charge Tenant for its costs and expenses incurred in connection therewith. Tenant hereby releases and relieves Landlord from, and waives Tenant's right of recovery against Landlord for, loss or damage arising out of, or incident to, the perils insured against under Landlord's policy of fire and extended coverage insurance, which perils occur in, on or about the Property, whether due to the negligence of Landlord, Tenant or their agents, employees, contractors and/or invitees.

#### *INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)*

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Coverage shall be at least as broad as

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Lessee shall maintain limits no less than

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2 Employer's Liability \$1,000,000 per accident for bodily injury or disease

3 Property Insurance Full replacement cost with no coinsurance penalty provision

#### Deductibles and Self-Insured Retentions

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retentions as respects the City, its trustees, officers, employees and volunteers, or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of loses and related investigations, claim administration and defense expenses

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions

1 The City, its trustees, officers, employees and volunteers and to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee

2 The Lessee's insurance coverage shall be primary insurance as respects the City, its trustees, officers, employees or volunteers Any insurance or self-insurance maintained by the City, its trustees, officers, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it

3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City

Acceptability of Insurers

Insurance is to be placed with insurers with a current A M Best's rating of no less than A VII

Verification of Coverage

Lessee shall furnish the City's Risk Manager with original certificates and amendatory endorsements effecting coverage required by this clause The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements All certificates and endorsements are to be received and approved by the City before work commences The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time

13 Access Tenant shall permit Landlord and its employees, agents and representatives to enter into and upon the Property at all reasonable times for the purpose of inspecting, repairing or altering the same

14 Assignments Tenant shall not assign this Lease or otherwise sublet the Property, in whole or in part, without the prior consent of Landlord, which may granted or withheld in Landlord's sole and absolute discretion

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16 Notice 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 by prepaid, first-class mail as follows

Landlord

City Manager  
City of Monrovia  
415 South Ivy Avenue  
Monrovia, California 91016

Tenant  
CEO and Executive Director  
Options - A Child Care and Human Services Agency  
100 North Citrus Street, Suite 300  
West Covina, California 91791

17 Termination for Inability to Continue Day Care Center In the event Tenant loses funding for, or is otherwise unable to continue, the Day Care Center, Tenant may immediately terminate this Lease by providing Landlord with notice thereof. In the event this Lease is terminated by Tenant due to Tenant's loss of funding for the Day Care Center, the parties covenant to cooperate with each other with respect to the removal of the required improvements and restoration of the Property as otherwise required hereby. Notwithstanding the foregoing, Tenant shall complete such removal and restoration within one hundred and twenty (120) days from the date Tenant reasonably determines that it is unable to continue the Day Care Center.

18 Amendment This Lease may be amended only by a written agreement signed by the CEO/Executive Director of Tenant and the City Manager of Landlord.

19 Miscellaneous This Lease shall be construed and interpreted in accordance with the laws of the State of California. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions. The definitions contained in this Lease shall be used to interpret this Lease and when required by the context of this Lease, the singular shall include the plural and the masculine shall include the feminine or the neuter. The unenforceability and invalidity or illegality of any provisions shall not render the other provisions unenforceable, invalid or illegal. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

20 Annual Report On April 1 of each year during the Term, Tenant shall prepare and submit to Community Services Commission a written report detailing the past year's activities of the Day Care Center. This report will be submitted to City Council on May 1 of each year during the Term. The report shall include data on the number of children enrolled, the number of Monrovia residents served and other information reasonably requested by Landlord as will enable its City Council to determine whether the Day Care Center is as described in Exhibit B attached hereto and incorporated herein by this reference.

21 Condition Precedent Notwithstanding anything to the contrary contained herein, this Lease shall not be effective and enforceable until such time as a copy of the SAB Lease has been delivered to Landlord. Tenant covenants and agrees to comply with the terms and conditions of the SAB Lease. In the event Tenant fails to deliver a copy of the SAB Lease within one hundred eighty (180) days of the date hereof, Landlord may terminate this Lease by providing Tenant with notice thereof.

22 Waiver No party shall be deemed to have waived any provision of this Lease except in writing and any waiver of any one or more provisions of this Lease shall not constitute a waiver of any other provision of this Lease.

23 Compliance With Laws Tenant shall comply with all Federal, state and local laws, ordinances, rules, regulations and policies, as the same may be amended from time to time.

24 Attorney Fees If any action at law or equity is brought to enforce or interpret the terms or conditions hereof, the prevailing party shall be entitled to recover from the other reasonable attorney's fees, costs and necessary disbursements in addition to any other relief that such party may be entitled to.

25 Operation and Supervision of Day Care Center Tenant shall, at no expense to Landlord, hire and supervise its staff and all other aspects of the operation of the Day Care Center. Landlord shall not be required to operate, supervise or participate in the Day Care Center.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Options Lease Agreement (Rotary Park) as of the date first written above.

**TENANT:** OPTIONS – A CHILD CARE AND HUMAN SERVICES AGENCY, a California Non-profit Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**LANDLORD:** CITY OF MONROVIA, a California Municipal Corporation

By \_\_\_\_\_  
Rob Hammond, Mayor

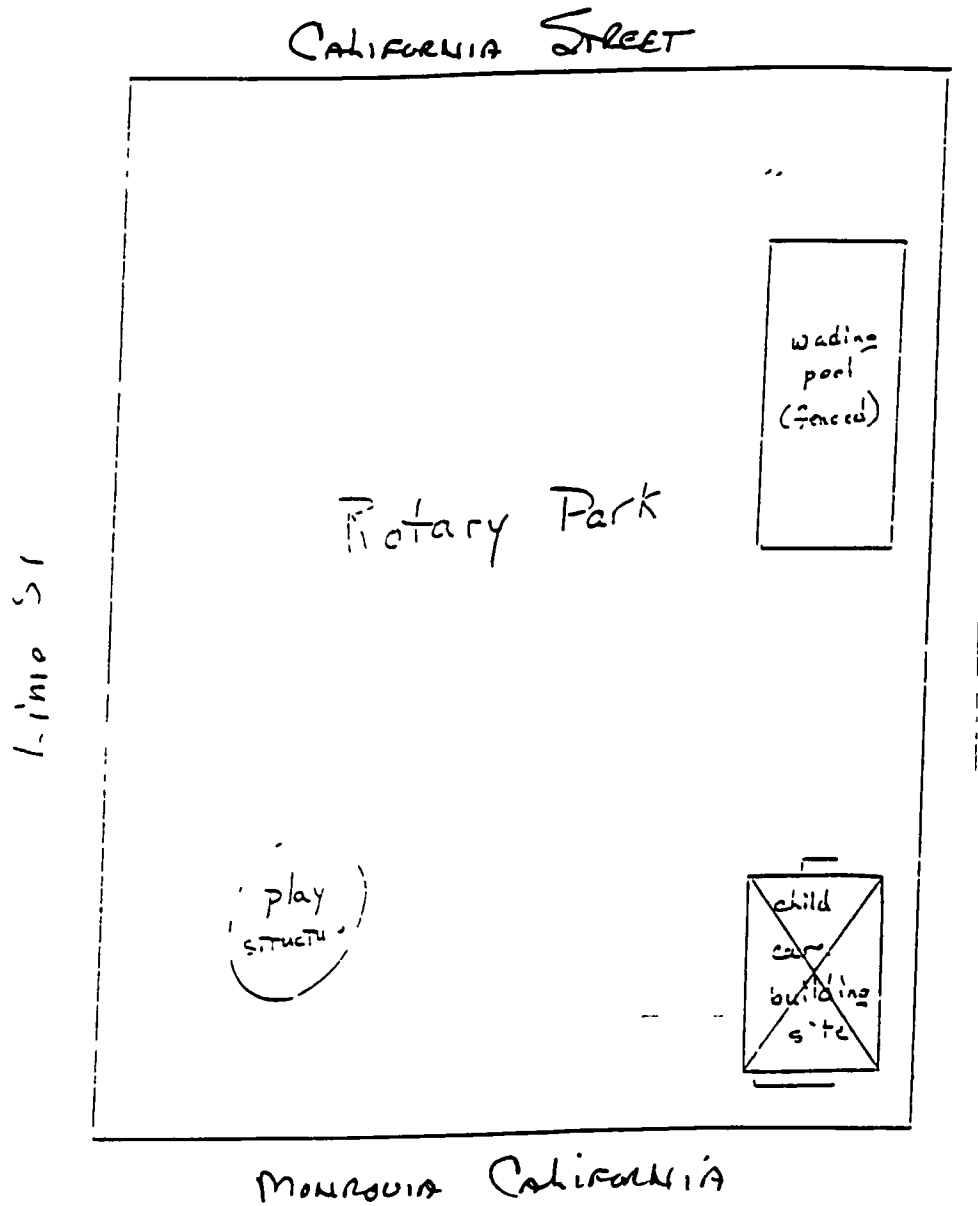
**ATTEST**

\_\_\_\_\_  
Linda B Proctor, CMC, City Clerk  
City of Monrovia

**EXHIBIT A**

LEGAL DESCRIPTION

The land referred to in this report is situated in the State of California, County of Los Angeles, City of Monrovia, and is described as follows



## **EXHIBIT B**

### **DESCRIPTION OF DAY CARE CENTER**

Enrollment shall be limited to not more than two (2) sessions per day, Monday through Friday, with a maximum of twenty (20) children in each session and on the Property at any one time