LEASE

BETWEEN: The Culver City Transportation Department and the City of Culver City

FOR: Lease of a Portion of 4343 Duquesne Avenue, California 90232

THIS LEASE is made and entered into by and between the CULVER CITY TRANSPORTATION DEPARTMENT, hereinafter referred to as "Transportation", and the CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "Lessee" for use of the Transportation Building at 4343 Duquesne Avenue, Culver City, California 90232 (the "Facility").

- <u>PREMISES LEASED AND USE THEREOF</u>. The Facility contains several separate rooms, warehouse spaces, and parking facilities. The Culver City Finance Department occupies a portion of the first floor warehouse space, a small office on the first floor, a separate mezzanine warehouse space, a mezzanine office area, and seven parking spaces. For purposes of this Agreement, the space occupied by the Culver City Finance Department shall be defined as the "Premises" which are further described in Exhibit "A". Transportation hereby agrees to lease, exclusively, to Lessee the Premises for work/office space.
- <u>TERM OF LEASE</u>. Unless terminated as provided herein, the initial term of this Lease shall be from July 1, 2023 until June 30, 2028, (the "Initial Term"). At the conclusion of the Initial Term and unless otherwise terminated as provided herein, this Lease will automatically renew, annually, for additional one-year terms; provided, that Lessee provides written notice to Transportation of its intent to renew this Lease on or before the April 1st immediately preceding each renewal period.
- 3. <u>CONSIDERATION FOR LEASE</u>. In consideration of this Lease, Lessee shall pay Transportation a sum of \$11,800 per month ("Monthly Rent"). The Monthly Rent shall be increased by 3% annually starting July 1, 2024.

4. HOLD HARMLESS.

a. Transportation shall indemnify, defend and hold harmless Lessee, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property arising from or alleged to be caused by (i) the negligent acts, omissions or willful misconduct by Transportation, its officers, directors, employees or agents in connection with or arising out of the performance of this Lease, (ii)

breach of this Lease by Transportation, its officers, directors, employees and agents.

b. Lessee shall indemnify, defend and hold harmless Transportation, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property arising from or alleged to be caused by (i) the negligent acts, omissions or willful misconduct by Lessee, its officers, directors, employees or agents in connection with or arising out of the performance of this Lease, or (ii) breach of this Lease by Lessee, its officers directors employees and agents.

5. INTENTIONALLY OMITTED.

- 6. <u>NONDISCRIMINATION</u>. Lessee certifies and agrees that all persons employed by Lessee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, gender or sexual orientation, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.
- 7. <u>APPLICABLE LAWS, CODES AND REGULATIONS</u>. The Parties shall comply with all applicable Federal, State and local laws, codes and regulations.
- 8. <u>MODIFICATION OF LEASE</u>. This Lease may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
- 9. <u>RIGHT TO TERMINATE</u>. Either Party may terminate this Lease at any time, upon written notice to the other party; provided, that such termination shall be effective upon the thirtieth (30th) day after the date of the notice.
- 10. <u>NOTICES</u>. All notices given or required to be given pursuant to this Lease shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To Transportation:	City of Culver City Transportation Department
	Attn: Diana Chang, Chief Transportation
	Officer
	4343 Duquesne Avenue
	Culver City, CA 90232

To Lessee: City of Culver City Attn: Lisa Soghor, Chief Financial Officer 9770 Culver Blvd. Culver City, CA 90232

- 11.<u>WAIVER</u>. If at any time one party shall waive any term, provision or condition of this Lease, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
- 12. <u>GOVERNING LAW</u>. The terms of this Lease shall be interpreted according to the laws of the State of California. If litigation arises out of this Lease, then the parties shall attempt to mediate the dispute, in good faith, prior to taking any other action. If mediation is unsuccessful, the parties may agree to arbitrate the dispute in accordance with the rules of the American Arbitration Association. If either party does not agree to arbitration or is unsatisfied with the results of the arbitration, then venue shall be in the Superior Court of Los Angeles County.
- 13. <u>LITIGATION FEES</u>. If litigation arises out of this Lease for the performance thereof, then the court shall award reasonable costs and expenses, including attorney's fees, to the prevailing party.
- 14. <u>INTEGRATED AGREEMENT</u>. This Lease represents the entire Agreement between Transportation and Lessee regarding the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Lease. No verbal agreement or implied covenant shall be held to vary the provisions of this Lease. This Lease shall bind and inure to the benefit of the parties to this Lease, and any subsequent successors and assigns.
- 15. <u>SEVERABILITY</u>. If any section, paragraph, sentence, clause, phrase or portion of this Lease is deemed invalid, then that invalidity shall not affect the validity of the remainder of this Lease.
- 16. <u>AUTHORITY TO ENTER INTO LEASE</u>. The individual(s) executing this Lease on behalf of each party is (are) authorized to execute this Lease on behalf of said party. Each party has taken all actions required by law to approve the execution of this Lease.
- 17. <u>EFFECTIVE DATE</u>. The effective date of this Lease is January 1, 2023, and this Lease shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

CULVER CITY TRANSPORTATION DEPARTMENT

Dated:

By_____ Diana Chang, Chief Transportation Officer

CITY OF CULVER CITY, CALIFORNIA

Dated:_____ By____ John Nachbar, City Manager

APPROVED AS TO CONTENT: APPROVED AS TO FORM:

Lisa Soghor, Chief Financial Officer Heather Baker, City Attorney

Exhibit "A"

Description of Premises

Exhibit A

FIRST FLOOR LEASE AREA FLOOR PLAN



MEZZANINE LEASE AREA FLOOR PLAN

