

REAL PROPERTY LEASE AGREEMENT

THIS LEASE is made between the County of Shasta, a political subdivision of the State of California ("County"), and Shasta County Child Abuse Prevention Coordinating Council dba Pathways to Hope for Children, a California Corporation ("SCCAPCC").

Section 1. **PREMISES:**

County hereby leases to SCCAPCC those premises described as approximately 303 square feet of office space and adjacent work area in the southeast section of the second level, and use of common utilities closet, hallways, stairways, conference room when available, and restrooms located at 2889 East Center Street, Anderson, California. County, in its sole discretion, may determine the location of the premises and may, from time to time, change the location of the premises.

Section 2. **TERM AND TERMINATION:**

2.1 **Initial Term.** The premises are leased for an initial term commencing the date last signed by all Parties, and ending June 30, 2025, or such earlier date as this lease may terminate as provided in this lease, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day.

2.2 **Holding Over.** Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives 30 days written notice to the other, and SCCAPCC tenancy shall terminate at midnight on the last day of the month following the last day of the month in which such notice is given.

2.3 **Termination without Cause.** Either party may terminate this lease without cause on 30 days written notice to the other party.

2.4 **Vacate.** After the original term of this lease and any options to renew that are exercised, SCCAPCC agrees to vacate the premises peaceably leaving the premises in good order, condition and repair, reasonable use and wear thereof excepted.

2.5 **Surrender.** County's right to terminate this lease or accept SCCAPCC's surrender of the premises may be exercised by its Board of Supervisors or the County Executive Officer.

2.6 **Property.** Upon termination of this lease, any property remaining on the premises shall become the property of County. Property not claimed by SCCAPCC within the thirty-day period may be disposed of by County without any obligation to deliver the property to SCCAPCC or to reimburse SCCAPCC for the value thereof. In the alternative, County may sell all such property and offset any amounts due County against the proceeds of such sale. Costs of storage, disposal, or sale shall be paid by SCCAPCC.

Section 3. **RENT:**

3.1 The rent to be paid to County shall be \$125 per month. Rent shall be paid in advance on the first day of each month of the term and any subsequent periods of occupation of the premises. All rent payments shall be payable to the County of Shasta and delivered to County of Shasta Health and Human Services Agency, Accounts Receivable, 2600 Park Marina Drive, Redding, CA 96001.

3.2 **Prorated Rent.** If the term begins (or ends) on other than the first (or last) day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

Section 4. **USE OF PREMISES:**

4.1 SCCAPCC shall use and occupy the premises for the purpose of planning and coordinating the programs known as the SCCAPCC Parent Partner Program and Anderson Partnership for Healthy Children including, but not limited to operating the Anderson Teen Center, and other healthy community activities in the southern Shasta County region. The premises shall be used for no other purpose without the written consent of County.

4.2 **Entry.** County shall provide keys or other mode of entry for the premises. County shall retain a set of keys or any other device permitting entry to the premises.

4.3 **Right of Entry.** SCCAPCC shall permit County and its agents to enter into and upon the premises at all reasonable times for the purpose of inspecting, maintaining and for the purpose of making repairs or alterations. Except during premises related emergencies, County shall notify SCCAPCC prior to entering. SCCAPCC shall not change locks, install locks, or re-key doors, cabinets, drawers, etc. without prior written approval from County and without complying with any terms and conditions imposed by County.

Section 5. **SERVICES AND UTILITIES:**

5.1 **Utilities.** The rent paid to County includes all charges for electricity, gas, sewer, water, garbage removal, and custodial services associated with SCCAPCC's use of the premises.

5.2 **Telephone.** SCCAPCC shall provide for its own telephone and/or computer services including, but not limited to, internet access.

5.3 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this lease, SCCAPCC shall be bound thereby. Any costs associated with compliance shall be paid by SCCAPCC, unless such costs are directly related to the conduct of County's business within the premises.

Section 6. **MAINTENANCE AND REPAIRS:**

6.1 **Nuisance.** SCCAPCC shall not commit, or allow to be committed, any waste upon the premises or any nuisance or other act which may disturb the quiet enjoyment by other occupants or interfere with use of the premises by other occupants.

6.2 **Repairs and Maintenance.** At County's sole option, SCCAPCC shall perform or pay for the costs of any repairs or maintenance to the premises which are caused by SCCAPCC, or its employees, contractors, or others entering the premises on SCCAPCC's behalf.

6.3 **Damage.** SCCAPCC shall pay for the costs of any repairs for any damage to the premises caused by, or in connection with, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls. Upon advance written approval by County, SCCAPCC may undertake such repairs and maintenance itself.

6.4 **Systems.** SCCAPCC shall give County prompt notice of any damage to or defective condition in any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, HVAC or other systems servicing, located in, or passing through the premises.

6.5 **Compliance.** SCCAPCC and County shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with

compliance shall be paid by SCCAPCC, unless such costs are directly related to the conduct of County's business within the premises.

6.5.1 County represents that the premises are compliant with the Americans with Disabilities Act (42 USC sec. 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. Lessor's obligation as set forth in Section 9.2 herein shall include the obligation to indemnify, defend, and hold County harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.5.2 As required by California Civil Code section 1938, County represents that the premises have not undergone inspection by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6.6 SCCAPCC is responsible for securing the premises including, but not limited to, locking windows and doors, and alarming the security system when SCCAPCC, or its employees, contractors, or others are at the premises on SCCAPCC's behalf.

Section 7. **ALTERATIONS:**

7.1 SCCAPCC, with County's prior written consent, may make alterations to the premises, or any part thereof that SCCAPCC deems appropriate and necessary. All improvements made by SCCAPCC to the premises which are attached to the premises so that they cannot be removed without material injury to the premises shall become the property of County upon installation. Not later than the last day of the term of this lease, SCCAPCC shall, at SCCAPCC's sole expense, remove all of SCCAPCC's personal property and other improvements made by SCCAPCC which have not become the property of County including, but not limited to,

trade fixtures, cabinet work, moveable paneling, partitions and the like; repair all injury done or in connection with the installation or removal of such property and improvements and surrender the premises in as good a condition as it was at the beginning of the term. Reasonable wear and damage not due to the misuse or neglect of SCCAPCC or SCCAPCC's agents, employees, visitors, or licensees is excepted.

7.2 Prevailing Wages. County shall and shall require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between SCCAPCC and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

By this notice, SCCAPCC is also informed that Public Contract Code section 22002 et seq. applies to work performed pursuant to this lease. In addition to any other indemnification provision of this lease, SCCAPCC shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by SCCAPCC arising in part or in whole from SCCAPCC or its agents, contractors, or employees' failure to comply with the duties proscribed by this section.

Section 8. **ASSIGNMENT AND SUBLETTING:**

8.1 County's Consent Required. SCCAPCC shall not assign this lease, or any interest therein, and shall not lease or sublet the premises, or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of County. Consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or

subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this lease or any interest herein, or subletting, either by voluntary or involuntary act of SCCAPCC, or by operation of law or otherwise, shall, at the option of County, terminate this lease, and any such purported assignment, transfer or subletting without such consent shall be null and void. Under no circumstances may the premises be sublet or otherwise utilized for private use per the current Operations and Maintenance agreement between the County of Shasta and the City of Anderson dated June 5, 2007, and amended November 14, 2007. It is the responsibility of SCCAPCC to obtain from County the current Operations and Maintenance agreement between the County of Shasta and the City of Anderson as the agreement may be amended during the term of this lease.

Section 9. **INDEMNITY:**

9.1 **County's Indemnification.** County shall indemnify and hold SCCAPCC harmless from and defend SCCAPCC against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the premises when such injury, death or damage is caused in part or in whole by the neglect, fault or omission of any duty with respect to the same by County, its agents, contractors, or employees. County shall further indemnify and hold SCCAPCC harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of County or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against SCCAPCC by reason of any such claim, County, upon notice from SCCAPCC, shall defend the same at County's expense provided, however, that County shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of SCCAPCC or its agents, contractors, or employees. SCCAPCC shall provide notice to County within 10 days of receipt or notice of any claim.

9.2 **Pathway's Indemnification.** SCCAPCC shall indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and defend County against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in

whole by the neglect, fault, or omission of any duty with respect to the same by SCCAPCC, its agents, contractors, or employees. SCCAPCC shall further indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on SCCAPCC's part to be performed under the terms of this lease, or arising from any negligence or wrong doing of SCCAPCC, or any of its agents, contractors, or employees and from and against all costs, attorney's fees (including fees of County Counsel), expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, SCCAPCC, upon notice from County, shall defend the same at SCCAPCC expense provided, however, that SCCAPCC shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of County or its agents or employees. County shall be required to provide notice to the SCCAPCC within 10 days of receipt or notice of any claim.

Section 10. **INSURANCE:**

10.1 Without limiting SCCAPCC's duties of defense and indemnification, SCCAPCC shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, Commercial General Liability Insurance for the building and premises of not less than One Million Dollars (\$1,000,000) combined per occurrence.

10.1.1 Any deductible or self-insured retention exceeding \$25,000 for SCCAPCC shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this lease.

10.1.2 SCCAPCC shall provide County an endorsement or amendment to SCCAPCC' policy of insurance as evidence of insurance protection before the effective date of this lease. The endorsement or amendment shall name Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. If the endorsement or amendment does not reflect the limits of liability provided by the policy, SCCAPCC shall also provide County a certificate of insurance reflecting those limits.

10.1.3 In the event any insurance coverage expires at any time during the term of this lease, SCCAPCC shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this lease or for a period of not less than one year. In the event SCCAPCC fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this lease, County may, in addition to any other remedies it may have, terminate this lease upon 30 days' notice.

10.2 County will maintain property coverage and general liability coverage for its operations and provide evidence of coverage upon request by SCCAPCC.

Section 11. **DAMAGE OR DESTRUCTION:**

In the event of any damage to or destruction of the premises, or any portion of the premises, at any time during the term or extended term of this lease, SCCAPCC will promptly repair, replace, restore, and renew the good condition, order, and repair of the premises. SCCAPCC or County may, in writing delivered to the other party within 30 days after the damage or destruction, terminate this lease as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three months to complete or if the damage or destruction occurs within the final 12 months of the term. During the period of any such repair, replacement, restoration, or renewal, the obligation of County to pay rent will be abated to the extent the premises are effectively rendered unfit for their intended use by County as a result of such damage or destruction.

Section 12. **EMINENT DOMAIN:**

If all or any part of the premises are taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this lease as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in a termination of this lease, rent shall be abated in the proportion which the part of the premises made unusable bears to the rented area of the premises immediately prior to the taking. All consideration, compensation, damages, income, rent, awards, relocation expenses, and interest that

may be paid or made in connection with any taking will be divided between the parties as their respective interests may appear as determined by the condemning authority.

Section 13. **DEFAULT:**

If either the SCCAPCC or County fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 14 and the defaulting party shall have 10 days from receipt of the notice of default to cure said breach. In the event the default is not cured within the 10-day period, the noticing party may terminate this lease.

Section 14. **NOTICES:**

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Unless otherwise stated in this lease, any written or oral notices on behalf of County as provided for in this lease may be executed and/or exercised by the County Executive Officer.

If to SCCAPCC: Michael Burke, Executive Director
Shasta County Child Abuse Prevention Coordinating Council of
Shasta County
2280 Benton Drive, Building C, Suite B
Redding, CA 96003
Phone: 530-241-5816
Fax: 530-241-4192

If to County: County Executive Officer
Shasta County Administrative Office
1450 Court Street, Suite 308A
Redding, CA 96001-1680
Phone: 530-225-5561
Fax: 530-229-8238

Copy to: Health and Human Services Agency, Business and Support Services
2600 Park Marina Drive

Redding, CA 96001
Phone: 530-225-3728
Fax: 530-225-5505

Section 15. **GOVERNING LAW:**

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this lease shall be litigated in the State of California and venue shall lie in the County of Shasta.

Section 16. **INUREMENT:**

Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

Section 17. **ENTIRE AGREEMENT:**

This instrument along with any exhibits or attachments hereto constitutes the entire lease between SCCAPCC and County relative to the premises. This lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both SCCAPCC and County. SCCAPCC and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the premises are written into or revoked by this lease. If any provision contained in an exhibit or attachment to this lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 18. **ATTORNEY'S FEES:**

If any legal action is brought by either party for the enforcement or interpretation of this lease, for remedy due to its breach, for recovery of the premises, or in any other way arising from the terms of this lease, the prevailing party shall be entitled to recovery reasonable attorney fees (including fees of County Counsel), costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 19. **ACCESS TO RECORDS/RECORDS RETENTION:**

General Records Retention. County, federal, and state officials shall have access to any books, documents, papers, and records of SCCAPCC which are directly pertinent to the subject matter of this lease for the purpose of auditing or examining the activities of SCCAPCC or County. Except where longer retention is required by federal or state law, SCCAPCC shall maintain all records for five years after County makes the final lease payment thereunder.

Section 20. **TAX LIABILITY:**

Pursuant to Revenue and Taxation Code § 107.6, SCCAPCC is advised that a possessory interest subject to property taxation may be created by SCCAPCC's acceptance of this lease. SCCAPCC shall be responsible for and pay possessory interest tax and other taxes as may be applied to or result from this lease.

Section 21. **LEASE EXECUTION:**

This lease may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

Section 22. **TOBACCO-FREE AND ALCOHOL-FREE ENVIRONMENT:**

County and SCCAPCC agree to maintain this building as a tobacco and alcohol-free facility, including all indoor areas and outdoor areas on the property.

Section 23. **COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.**

This lease may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this lease agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this lease. The Parties further agree that the electronic signatures of the Parties included in this lease are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or

process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this lease on the dates set forth below. By their signatures below, each signatory represents that he or she has the authority to execute this lease, and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date

_____, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

DocuSigned by:
By: Trisha C. Weber
8759DB4E230D42B

Trisha C. Weber 12/16/2021 | 2:02 PM PST
Deputy County Counsel III

DocuSigned by:
By: James Johnson
0DBC25FD751A456

James Johnson 12/16/2021 | 1:25 PM PST
Risk Management Analyst III

**SHASTA COUNTY CHILD ABUSE PREVENTION
COORDINATING COUNCIL DBA PATHWAYS
TO HOPE FOR CHILDREN (SCCAPCC)**

12/21/2021 | 2:09 PM PST

Date

DocuSigned by:
Michael Burke
DEC407B5DBD7494

Michael Burke, Executive Director
Shasta County Child Abuse Prevention
Coordinating Council
Tax I.D.#: 68-0151867

CITY OF ANDERSON

Approve and Consented to:

DocuSigned by:
By: Jeff Kiser
11E036A71C264A5

Jeff Kiser, City Manager

12/21/2021 | 12:24 PM PST

Tax ID on File