

NAPA COUNTY AGREEMENT NO. 250177B

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 10th day September, 2024, by and between the **CITY OF AMERICAN CANYON**, hereinafter referred to as "Lessor," and **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "Lessee," who agrees as follows:

TERMS

1. DESCRIPTION OF LEASED PREMISES: Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises ("the Leased Premises") with appurtenances situated in the City of American Canyon, County of Napa, State of California, and described as follows:

That portion of Lessor's building and premises identified as Assessor's Parcel Number 058-083-015-000, in the County of Napa, State of California, situated at 4381 Broadway, American Canyon, having a total area leased of approximately 677 square feet, delineated as Suite 102 on the site plan attached hereto as Exhibit "A", with the following appurtenant rights: All facilities and conveniences provided by Lessor for the use of tenants to be used in common with each other, including the use of the public restrooms, parking spaces, and sidewalks in front of the building and to the rear and side of the building as they are available and provided on other portions of Lessor's premises or upon premises contiguous thereto.

2. TERM: Unless terminated earlier in accordance with Paragraph 3, the term of this Agreement shall commence on October 1, 2024, and expire on December 31, 2028.

3. CANCELLATION: Both the Lessor and Lessee shall have the right to cancel this Lease Agreement by giving thirty (30) days prior written notice delivered to the other party of such cancellation.

4. RENT: The sole consideration for this Agreement is the public benefit provided by Lessee's operations to increase accessibility of representative to District 5 which mainly represents the City of American Canyon benefiting the public within Napa County. For this reason, no monetary fee shall be paid by Lessee to Lessor for use of the Premises.

5. FACILITIES, UTILITIES, MAINTENANCE, FURNISHINGS, FIXTURES AND EQUIPMENT FURNISHED BY LESSOR:

a. Heating, Lighting, Water and Electrical Service: It is understood and agreed that Lessor will provide satisfactory and adequate heating, lighting, water and electrical service facilities for the Leased Premises. Lessor agrees to maintain such facilities in reasonably good working order, repair and operation during the term of this Lease Agreement.

b. Payment of Utility Bills and Services: Utility services shall be paid for as follows:

1. Gas and Electricity Service. Lessor agrees to pay for all gas and electricity furnished to the leased premises.
2. Water and Sewer Service. Lessor agrees to furnish and pay for water to said premises for normal office use and to pay all sewer charges.
 - c. Garbage Service. Lessor shall pay for weekly garbage service.
 - d. Custodial Service. Lessee acknowledges that the premises shall be kept in a condition of cleanliness reflective of and consistent with Lessee obtaining, at Lessee's expense, routine custodial service to the Premises. Lessor shall be responsible for carpet cleaning prior to move-in date.
 - e. Maintenance Service. Lessor shall maintain the exterior of the leased premises including but not limited to providing and properly caring for and maintaining all grounds landscaping, paving, and walkways. Lessor shall be responsible for the ongoing maintenance and repair of walls, roof, windows, foundation, heating and air conditioning units. Lessee agrees to maintain the interior of the Leased Premises in good condition and repair, subject to reasonable use and wear thereof.
 - f. Taxes: Lessor shall pay all City, County, State or Federal taxes of any type whatsoever relating to the Leased Premises, the building which the Leased Premises are contained within and appurtenances thereto.
 - g. Telephone, Computer, Printer and Wi-Fi Services. Lessee shall provide telephone(s) and computer(s). Lessor shall provide the Leased Premises with one Printer Scanner Model No. HP Smart Tank 7301, if operable. If Lessor does not wish to continue to provide for Lessee's continued use free of charge, printer shall be removed from Leased Premises at Lessor's expense. Lessor shall notify Lessee of its intent to remove the printer fourteen (14) days before removing the printer. If Printer/Scanner HP Smart Tank 7301 is or becomes inoperable, printer shall be removed at Lessors expense and Lessor shall not be responsible for providing a replacement printer. Lessee shall arrange and pay for necessary connectivity of telephone, internet connection and access to County local area network. Lessor shall be responsible for obtaining and paying for Wi-Fi Service.
 - h. Keys: Lessor shall provide Lessee with keys to access Leased Premises. Keys shall be returned to Lessor when the Agreement is terminated.

6. USE OF PREMISES: Lessee will use the premises for the conduct and operation of County business or any other lawful purpose of Lessee, including but not limited to the intent as of the date of execution of this Agreement to use the Leased Premises to house Napa County District 5 Supervisor and staff. Lessor shall provide Lessee access to the premises 24 hours per day, 365 days per year.

7. ALTERATIONS: Lessee shall not alter, change or modify the Leased Premises in any manner or permit any alterations without the written consent of Lessor except for nonstructural alterations to the interior of the premises which Lessee requires in order to conduct its business on the Leased Premises, for which no prior consent of the Lessor shall be required. For the purpose of this paragraph, all physical changes to interior walls shall be considered structural improvements. In either event, any alteration or additions shall become the property of Lessor with the exception of personal property that can be removed without injury to the Leased Premises, which shall remain the property of Lessee.

8. **ASSIGNMENT:** Lessee shall not assign or encumber its interest in this Agreement or sublet to anyone other than a governmental entity all or any portion thereof without prior written consent of Lessor, whose consent shall not be unreasonably withheld. Any assignment, encumbrance, or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

9. **LESSEE'S REMEDIES:** [RESERVED.]

10. **HOLD HARMLESS/DEFENSE/INDEMNIFICATION:** Lessor shall defend, indemnify, and hold harmless Lessee as well as its officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for all liability or claims for injury to any person or damage to any property occurring in, on, or about the Leased Premises, including but not limited to Suite 102, or any common areas, or arising from any negligent or intentional act or omission of Lessor or the officers, agents, or employees of Lessor. Lessee shall defend, indemnify, and hold harmless Lessor as well as its officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for all liability or claims for injury to any person or damage to any property occurring on those Leased Premises exclusively within the Lessee's control or arising from any negligent or intentional act or omission of Lessee or the officers, agents, or employees of Lessee. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

11. **INSURANCE:** Lessee shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, Lessee shall provide workers' compensation insurance for the performance of any of Lessee's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide Lessor with certification of all such coverages upon request by Lessor's Risk Manager.

(b) **Liability Insurance.** Lessee shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than two million dollars (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Lessee or any officer, agent, employee or volunteer of Lessee under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Comprehensive Automobile Liability Insurance.** Comprehensive

automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Lessee's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Lessee owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If Lessee or Lessee's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Lessee shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 11(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of Lessor's Risk Manager, demonstrated by other evidence of coverage acceptable to Lessor's Risk Manager, which shall be filed by Lessee with the Public Works Department prior to commencement of performance of any of Lessee's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its Lessor number or title and department; shall be kept current during the term of this Agreement; shall provide that Lessor shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 11(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 11(b)(2) where the vehicles are covered by a commercial policy rather than a personal policy, Lessee shall also file with the evidence of coverage an endorsement from the insurance provider naming Lessor, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers' Compensation insurance coverage, Lessee shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Lessee not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Lessor shall pertain only to liability for activities of Lessee under this Agreement, and that the insurance provided is primary coverage to Lessor with respect to any insurance or self-insurance programs maintained by Lessor. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by Lessor's Risk Manager, Lessee shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, Lessor's Risk Manager, which approval shall not be denied unless the Lessor's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and

the risks of liability associated with the activities required of Lessee by this Agreement. At the option of and upon request by Lessor's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects Lessor, its officers, employees, agents and volunteers or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. Lessee agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers' Compensation and General Liability insurance requirements set forth in this Paragraph 12.

12. DESTRUCTION:

a. If Repairable. If, during the term of the Agreement, the Leased Premises or the building and other improvements in which the Leased Premises are located are totally or partially destroyed from any cause, rendering the leased premises totally or partially inaccessible or unusable, Lessor shall restore the Leased Premises or the building and other improvements in which the Leased Premises are located to substantially the same condition as they were in immediately before the destruction if the restoration can be made under the existing laws and can be completed within 90 working days after the date of the destruction. In the event of such timely restoration, the destruction shall not terminate this lease, but the Lessee shall not be responsible for any payments under Section 4 of this Agreement for the period the Leased Premises are totally or partially unusable.

b. If Not Timely Repairable. If the restoration cannot be made in the time stated in (a), above, then within 15 days after the parties determine that the restoration cannot be made in the time stated in this paragraph, Lessee may terminate this Lease Agreement immediately by giving notice to Lessor. If Lessee fails to terminate this Lease Agreement and if restoration is permitted under the existing laws, Lessor, at its election, may either terminate this Lease Agreement or restore the Leased Premises or the building and other improvements in which the leased premises are located within a reasonable time and this Lease Agreement shall continue in full force and effect. If the existing laws do not permit the restoration, either party may terminate this Lease Agreement immediately by giving written notice to the other party.

13. NOTICES: All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

LESSEE: Napa County Director of Public Works
1195 Third Street , Suite 101
Napa, California 94559

LESSOR: City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

14. **DEFAULT**: If Lessee defaults in the performance of any of the covenants or conditions of this Agreement, Lessor shall give Lessee notice of such default and if Lessee does not cure such default within five (5) days after the giving of such notice, then Lessor may either terminate this Lease Agreement forthwith or continue this Agreement in full force and effect for such time as Lessor specifies by written notice to Lessee. Upon Lessor's election to terminate this Agreement due to default by Lessee, Lessee shall immediately quit and surrender the premises to Lessor. If this Agreement is terminated by Lessor for such default, Lessor may at any time thereafter resume possession of the leased premises by any lawful means and remove Lessee or other occupants and their effects.

15. **TIME OF ESSENCE**: Time is of the essence of each provision of this Lease Agreement.

16. **INTERPRETATION OF LEASE**: This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of California.

17. **INTEGRATED AGREEMENT**: This Lease Agreement contains all the agreements of the parties and cannot be amended or modified except by a written amendment mutually agreed to by the parties.

18. **SEVERABILITY**: The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid, or illegal.

19. **WAIVER**: The waiver by either party of any provision of this Lease Agreement at any time shall not be deemed to constitute any future waiver. Either party may strictly enforce the provisions of this Lease Agreement at any time irrespective of past conduct.

20. **COUNTERPARTS**: This Agreement and any future amendments to the Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

21. ELECTRONIC SIGNATURES: This Agreement and any future amendments to this Agreement may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this and any future amendment and shall have the same force and effect as a manually executed original.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

CITY OF AMERICAN CANYON

BY: 
Jason Holley (Aug 29, 2024 15:35 PDT)
JASON HOLLEY, City Manager

"LESSOR"

NAPA COUNTY, a political subdivision of the State of California

BY: _____
JOELLE GALLAGHER, Chair
Board of Supervisors

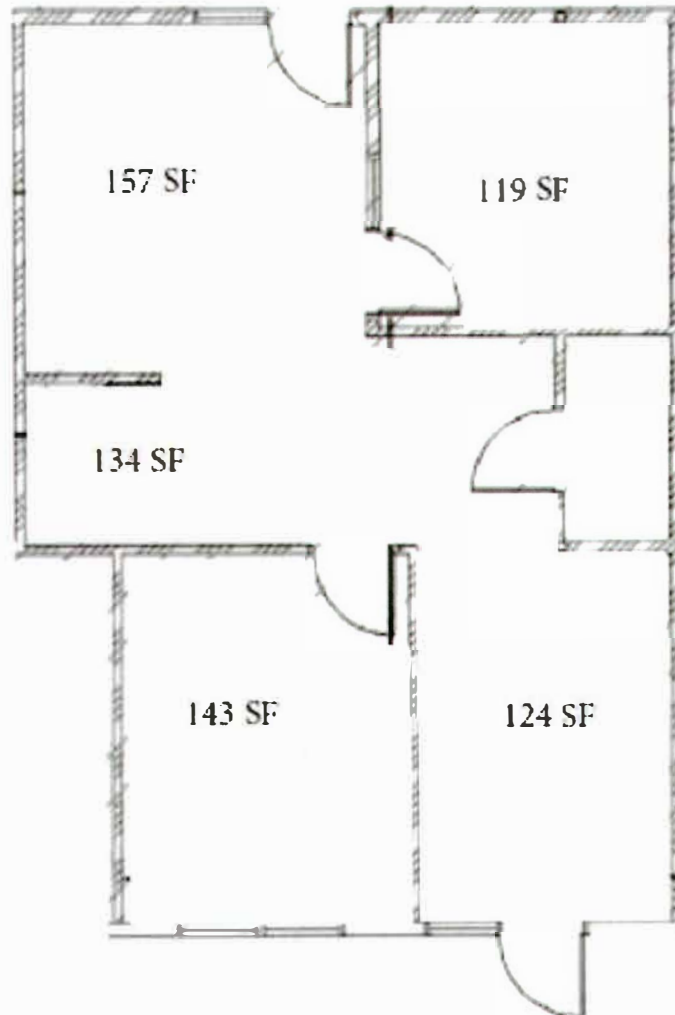
"LESSEE"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>August 27, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

LEASED PREMISES

4381 Broadway, Suite 102, American Canyon, CA 94509



* 677 SF