

NAPA COUNTY AGREEMENT NO. 250204B

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into as of this 15th day of October, 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;

RECITALS

WHEREAS, on October 12, 2010, Lessor and Lessee entered into Lease Agreement No. 170057B (formerly 7488), whereby Lessor leased to Lessee the premises located at 4381 Broadway, Suites 1 and 2, now known as Suites 100 & 101, in the City of American Canyon, State of California, Amendment No. 1 on May 14, 2013, extending the term of the lease through June 30, 2016, Amendment No. 2 on June 21, 2016, adding Suite 106, extending the term through June 30, 2019, adjusting the rental fee, and Amendment 3 on February 7, 2017, adding Suite 108 and adjusting the rental fee and other terms accordingly, Amendment No. 4 on July 1, 2019, terminating Suite 106, extending the term for Suites 100, 101 and 108, and adjusting the rent and other terms accordingly and Amendment No. 5 on June 14, 2022, extending the term and adjusting the rent; and

WHEREAS, Lessor and Lessee now mutually wish to terminate Lease Agreement No. 170057B, and any amendments thereto, and recognize this new Agreement as a successor Lease Agreement to occupy Suites 101 and 108; and

TERMS

NOW, THEREFORE, BE IT AGREED by LESSOR and LESSEE as follows:

1. **TERMINATION AND REPLACEMENT OF LEASE**: Lessor and Lessee mutually agree to terminate the prior lease, Lease Agreement No. 170057B, which authorized the use of Suites 100, 101 and 108 of the property described in Section 2 below, and replace the lease with this Agreement. Upon the effective date of this Agreement, all rights and obligations set forth in Lease Agreement No. 170057B shall cease and this Agreement shall control.
2. **DESCRIPTION OF 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 3,203 square feet, delineated as Suites 101 and 108 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.

3. **TERM:** Unless terminated earlier in accordance with Paragraph 4 or 15 of the Agreement, the term of this Agreement shall commence on October 1, 2024, and expire on December 31, 2028.

4. **CANCELLATION:** Both the Lessor and Lessee shall have the right to cancel this Lease Agreement by giving six (6) months prior written notice delivered to the other party of such cancellation unless a shorter time is agreed upon by both parties in writing.

5. **MONTHLY RENTAL:** Lessee shall pay Lessor the following monthly rental amount for the lease of the Leased Premises during the periods noted:

October 1, 2024 through December 31, 2024	\$ 8,327.80 per month
January 1, 2025 through December 31, 2025 (2% increase)	\$ 8,494.36 per month
January 1, 2026 through December 31, 2026 (2% increase)	\$ 8,664.24 per month
January 1, 2027 through December 31, 2027 (2% increase)	\$ 8,837.53 per month
January 1, 2028 through December 31, 2028 (2% increase)	\$ 9,014.28 per month

6. **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.** Lessee 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 Leased 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 Leased Premises shall be kept in a condition of cleanliness reflective of and consistent with use of premises. Lessee shall obtain, at Lessee's expense, routine custodial service to the Leased Premises.

(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, and light fixtures. 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 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). 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.

(i) **Furnishings and Equipment.** Lessor shall provide the Leased Premises with the furnishings and equipment described in Exhibit "B", attached hereto and incorporated by reference herein, at no additional charge. Lessor shall replace or repair the furnishings and equipment listed in Exhibit "B" during that time to ensure those items maintain reasonable functionality. Lessee shall be solely responsible for any other furnishings and equipment deemed necessary by Lessee for its use of the Leased Premises. Any furnishings or equipment listed in Exhibit "B" that the Lessor does not wish to continue to provide for Lessee's continued use free of charge shall be removed from the Leased Premises at Lessor's expense. Lessor shall notify Lessee of its intent to remove any such furnishings or equipment fourteen (14) days before removing any such furnishings or equipment.

7. 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 Health and Human Services Agency staff to provide services to clients. Lessor shall provide Lessee access to the premises 24 hours per day, 365 days per year.

8. 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.

9. 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.

10. LESSEE'S REMEDIES: Lessor shall have 20 days after notice from Lessee to commence to perform its obligations under paragraphs 5 and 9, except that Lessor shall perform its obligations immediately if the nature of the problems presents a hazard or emergency. If Lessor does not perform its obligations within the time limitations in this paragraph, Lessee may perform the obligations and be reimbursed by Lessor for the sum Lessee actually expends in the performance of Lessor's obligations. If Lessor does not reimburse Lessee within 30 days after demand from Lessee, Lessee shall have the right to withhold from future rent due the sum Lessee has expended until Lessee is reimbursed in full.

11. 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 either Suite 101, Suite 108, 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.

12. INSURANCE: Lessor and Lessee each agree to obtain and maintain at their own respective costs general liability insurance coverage in the amount of one million dollars (\$1,000,000) during the term of this Agreement or any renewal thereof. Such policies shall name the other party and its officers, employees, and agents as additional insureds and each party shall maintain this coverage during the period of this Agreement. Certificates of the foregoing insurance coverage and/or additional evidence of either parties' self-insurance shall be made available to each party upon request by the other party.

13. 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.

14. 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
Attn: Rents and Leases
1195 Third Street, Suite 101
Napa, California 94559

Napa County Director of Health and Human Services
2751 Napa Valley Corporate Drive
Building B
Napa, CA 94558

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

15. **DEFAULT:** If Lessee defaults in the payment of rent or in the performance of any of the other 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.

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

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

18. **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.

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

20. **WAIVER:** The waiver by either party of any provision of this Lease Agreement at anytime 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.

21. **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.

[Remainder of page intentionally left blank, signature page to follow.]

22. **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, 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>September 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> <p>_____</p>
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EXHIBIT "A"

4381 BROADWAY, AMERICAN CANYON

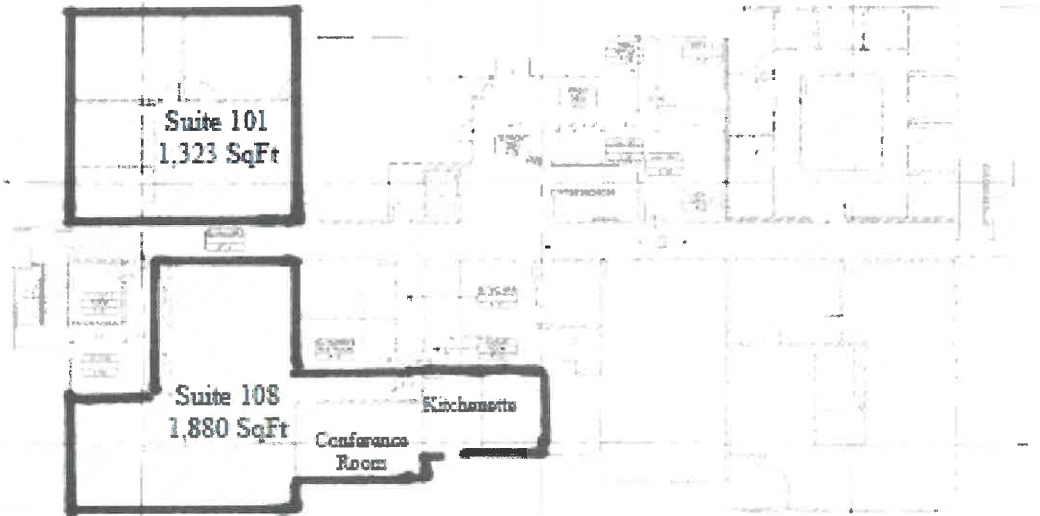


EXHIBIT “B”

FURNISHINGS AND EQUIPMENT PROVIDED BY LESSOR

Dated: 09/16/24

<u>ITEM</u>	<u>QTY</u>	<u>LOCATION</u>
Laminate Desk & Credenza, Task Chair	1	Office 1 Suite 101
Black Guest Chairs	2	Office 1 Suite 101
Black 36” W 2 Door Cabinet	1	Office 1 Suite 101
L shaped office furniture, Task Chair	1	Office 2 Suite 101
Black Guest Chairs	3	Office 2 Suite 101
L shaped Systems stations 32”h/69”, 48”WS	2	Office 3 & 4 Suite 101
Sets of 4H lateral files with common tops (4 files)	1	Career Center Suite 101
L shaped Systems stations 69”h & 96” workstations with Task Chairs	2	Career Center Suite 101
L shaped unit with back wall, overhead storage and two drawer lateral file	1	Suite 108
Matching modular desk, no drawers or walls	1	Suite 108
L shaped cherry desk	1	Suite 108
Eight-foot conference table	1	Suite 108
Six-foot table	1	Suite 108
Desk chairs	10	Suite 108
Side chairs	2	Suite 108
Sets of 4H Lateral Files with common taps (4 Files)	2	Office 3 & 4 Suite 101
Sets of 4H lateral files with common tops (4 files)	1	Suite 108