

LEASE

Contra Costa County Public Law Library
1026 Escobar Street, Suite 2C
Martinez, California

This lease is dated as of July 1, 2024 (the “**Commencement Date**”), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”) and the BOARD OF TRUSTEES OF THE CONTRA COSTA COUNTY LAW LIBRARY, existing by the virtue of the provisions of Chapter 5 of the Business and Professions Code, Sections 6300-6365, of the laws of the State of California (“**Lessee**”).

Recitals

- A. The County is the owner of the property located at 1026 Escobar Street, Martinez, California (the “**Building**”).
- B. Lessee desires to lease the suite known as Suite 2C, which consists of approximately 6,834 square feet of office space (the “**Premises**”), for use in the operation of Contra Costa County’s Public Law Library.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. Subject to the terms of this agreement, the County hereby leases to Lessee and Lessee hereby leases from the County, the Premises, subject to all easements and encumbrances of record.
- 2. Term. The “**Term**” of this lease begins on the Commencement Date and continues until it is terminated as provided in this agreement.
- 3. Termination. From and after the Commencement Date, each party has the right to terminate this lease, with or without cause, at any time by giving 60 days’ prior written notice of the termination to the other party.
- 4. Consideration. As consideration for this lease, Lessee will operate Contra Costa County’s Public Law Library and provide public access to it.
- 5. Use. Except as otherwise provided herein, the Premises may only be used for the operation of Contra Costa County’s Public Law Library. Lessee may not use the Premises for any other purpose without the prior written consent of the County.

6. Utility and Janitorial Obligations. County shall pay for all utilities used or consumed on the Premises by Lessee, including, but not limited to gas, water, electricity, garbage disposal, storm and sanitary sewer services, and janitorial services.
7. Condition of Premises. Lessee is letting the Premises in an “as is” physical condition with no warranty, express or implied, on the part of the County as to the condition of the Building, the condition of the soil, or the geology of the soil.
8. Maintenance and Repairs.
 - a. Interior of Premises. Lessee shall keep and maintain the interior of the Premises in good order and condition.
 - b. Building; Building Systems. County shall repair and maintain the structural integrity of the Building and will keep the electrical, lighting, water and plumbing systems in good order, condition, and repair, including the heating, ventilating, and air-conditioning (HVAC) systems.
 - c. Fire Extinguishers. The County shall provide and maintain fire extinguishers for the Premises in accordance with the direction received from the fire marshal.
 - d. Code Violations. The County is responsible for correcting any building code violations that may exist in the Building, provided the County is not responsible for correcting building code violations that arise out of a change in Lessee’s use or occupancy of the Premises.
9. Covenant against Liens. Lessee may not permit any mechanic’s, material man’s, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or the Building, the party charged with causing the lien will cause the same to be discharged, provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.
10. Taxes. Lessee agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, license fees, and other charges that are levied and assessed upon Lessee’s interest in the Building, or upon Lessee’s personal property installed or located in or on the Premises, by Contra Costa County or other legally authorized government authority. Lessee may pay any taxes and assessments under protest, without liability, cost or expense to the County, to contest the amount in good faith.

Payment of taxes, assessments, license fees, or other charges levied and assessed upon Lessee’s interest is the liability of Lessee.

11. Quiet Enjoyment. Provided Lessee complies with the terms of this lease, the County covenants that Lessee will peaceably and quietly have, hold, and enjoy the Premises during the Term.
12. Assignment and Sublease. Lessee may not assign this lease or sublease the Premises or any part thereof at any time during the Term.
13. Alterations and Additions. Lessee may not make any alterations or make any improvements to the Premises without the prior written consent of the Director of Public Works or his or her designee. If Lessee makes alterations that violate the conditions of this lease (an “**Unauthorized Addition**”), at the County’s sole discretion, Lessee shall remove the Unauthorized Addition at Lessee’s sole cost and expense. If Lessee is required to remove an Unauthorized Addition, Lessee shall, at its sole cost and expense, restore the Premises to the conditions existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by the County in its election. If Lessee is not required to remove an Unauthorized Addition, the Unauthorized Addition will remain be surrendered with the Premises on termination of this lease.

If Lessee wishes to make any alterations to the Premises as provided in this Section, Lessee may not commence construction until Lessee has the prior written consent of the County. In addition, a Notice of Lessor Non-Responsibility must be posted and recorded by Lessee during construction in accordance with Civil Code Section 3094. Lessee shall mail a copy of such Notice of Lessor Non-Responsibility to the County upon filing it with the County Recorder.

14. Insurance.
 - a. Liability Insurance. Throughout the Term, Lessee shall maintain in full force and effect, at its sole expense, a comprehensive general liability or commercial general liability insurance program covering bodily injury (including death), personal injury, and property damage. The limits must be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy must name the County, its officers, agents and employees, individually and collectively, as additional insureds. The liability insurance maintained by Lessee must be primary.
 - b. Property Insurance. The County will maintain property insurance coverage on its real property. Lessee has no interest in the proceeds of insurance on the County’s real property, improvements, equipment, or fixtures. Lessee shall sign all documents necessary or proper in connection with the settlement of any claim or loss by the County.
 - c. Worker’s Compensation and Employer’s Liability Insurance. Lessee shall maintain in full force and effect, at its sole expense, (i) statutory California Workers’ Compensation coverage including a broad form all-states endorsement, and (ii) employer’s liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations at the Premises.

- d. Evidence of Insurance. Within 30 days after execution of this lease, Lessee shall provide to the County, on a form approved by the County, an original copy of a Certificate of Insurance. The Certificate of Insurance must certify that the coverage required by this lease has been obtained and remains in force for the period required by this lease.
- e. Notice of Cancellation or Reduction of Coverage. Lessee shall cause all policies it is required to obtain under the terms of this lease to contain a provision that the County is to receive written notification of any cancellation or reduction in coverage at least thirty days prior to the effective date of such cancellation or reduction. Any such notification is to be sent to the County in accordance with Section 23 - Notices.

15. Surrender of Premises.

On the last day of the Term, Lessee shall peaceably and quietly leave and surrender to the County the Premises, along with their appurtenances and fixtures, all in good condition, ordinary wear and tear, damage by casualty, acts of God and circumstances over which Lessee has no control excepted.

16. Abandonment. Lessee may not vacate or abandon the Premises at any time during the Term. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, the County may deem any personal property belonging to Lessee that remains on the Premises to be abandoned.

17. Waste, Nuisance. Lessee may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.

18. Inspection. The County may enter the Premises at any time in an emergency and with 24-hours' notice in a non-emergency to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) Lessee is in compliance with the terms and conditions of this lease.

19. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, the County may, at its option, make repairs within a reasonable time. If the County does not elect to make repairs, this lease may be terminated by either party, without cost, obligation or liability to the other party, except as described herein. This lease will terminate in the event of a total destruction of the Premises.

20. Indemnification. Lessee shall indemnify, defend and hold County, its officers, agents and employees harmless from any and all claims, costs and liability, for any damage, injury or death, including without limitation, all consequential damages from any cause whatsoever, to any person or the property of any person arising directly or indirectly from or connected with this lease, Lessee's operations, or Lessee's use or possession of the

Premises, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County, its officers or employees, and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, County may make by reason of such matters.

21. Default.

The occurrence of any of the following events is a default under this lease:

- a. Lessee. Lessee's failure to comply with any material term or provision of this lease if such failure is not remedied within 30 days after receipt of a written notice from the County to Lessee specifying the nature of the breach in reasonably sufficient detail (a "**Notice of Default**"). If the required cure of the noticed failure cannot be completed within 30 days, the failure to cure will not be deemed to be a default of this lease if Lessee has attempted to cure the failure within the 30-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible. In no event will the cure period extend beyond a 60-day period after Lessee's receipt of the Notice of Default.
- b. The County. The County's failure to fulfil any obligation under this lease if the failure is not remedied within 30 days after receipt of a written notice from Lessee to the County specifying the nature of the breach in reasonably sufficient detail. If the required cure of the noticed failure cannot reasonably be completed within 30 days, a default will not be deemed to occur if the County has attempted to cure the failure within the 30-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible.

22. Remedies.

- a. County. Upon the occurrence of a default by Lessee, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving Lessee a written Notice of Default and in accordance with due process of law.
- b. Lessee. Upon the occurrence of a default by the County, Lessee may terminate this lease by giving written notice to the County and quit the Premises without further cost or obligation to the County.

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessee:	Contra Costa County Public Law Library Attention: Director 1026 Escobar Street, Suite 2C Martinez, CA 94553
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To County: Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to the substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

24. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the County and Lessee.
25. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
26. Governing Law. The laws of the State of California govern all matters arising out of this lease.
27. Severability. In the event that any provision in this lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

28. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

BOARD OF TRUSTEES FOR THE
CONTRA COSTA COUNTY PUBLIC
LAW LIBRARY

By: _____
Warren Lai
Director of Public Works

By: _____
Terri Mockler
President

By: _____
Virginia George
Vice President

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret J. Eychner
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

ME:
WLP522
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