

## LEASE

Kids At Work  
255 Glacier Dr. Building 500  
Martinez, California

This lease is dated February 1, 2024, and is between the County of Contra Costa, a political subdivision of the State of California (“**County**”), and Contra Costa Public Works Early Childhood Center (DBA Kids At Work), a California nonprofit corporation (“**Lessee**”).

### **Recitals**

- A. The County owns the property located at 255 Glacier Drive in Martinez, California (the “**Property**”). The Property is improved with two buildings, the main building, which is the building shown on Exhibit A with a reddish tan roof, and a building known as “Building 500.” Building 500 consists of approximately 11,921 square feet and is the building shown on Exhibit A with the blue roof. Both buildings are used by the County’s Public Works Department.
- B. The County desires to lease to Lessee that portion of Building 500 consisting of approximately 2,603 square feet that is outlined in red on Exhibit A (the “**Premises**”).
- C. The County and Lessee desire that the Premises be used for as a childcare facility for the children of County employees.

The parties therefore agree as follows:

### **Agreement**

- 1. Lease of Premises. Subject to the terms set forth in this lease, the County hereby leases to Lessee, and Lessee hereby leases from the County, the Premises.
- 2. Term. The “**Term**” of this lease is 10 years, commencing February 1, 2024, and continuing through January 31, 2034.
- 3. Consideration. As consideration for this lease, Lessee shall (i) pay monthly rent in the amount of \$800 on or before the first day of each month, and (ii) use the Premises to operate a childcare facility for children of County employees.
  - a. Rent for any partial month will be prorated at the rate of 1/30th of the applicable monthly rent per day.
  - b. The childcare facility is to be operated between the hours of 7 a.m. and 6 p.m., Monday through Friday, except on days that County offices are closed.

4. Additional Payment Terms.

- a. Late Rental Payments: In the event Lessee fails to pay County any amount due under this lease within five days after such amount is due, Lessee shall pay to County a late charge of \$100 per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Lessee shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. County and Lessee hereby agree that it is and will be extremely difficult to ascertain and fix County’s actual damage from any late payments and, thus, that Lessee shall pay as liquidated damages to County the Late Charge specified in this Section, which is the result of the parties’ reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys’ fees and costs). County’s acceptance of the Late Charge as liquidated damages does not constitute a waiver of Lessee’s default with respect to the overdue amount or prevent County from exercising any of the rights and remedies available to County under this lease.
- b. Form and Place of Payment: Lessee shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to Contra Costa County, Public Works Department – Real Estate Division, 255 Glacier Drive, Martinez, California 94553, or at such other place as the County may designate from time to time.
- c. Returned Checks: If a check written by Lessee is returned for insufficient funds, the County may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. County may require Lessee to pay rent by certified check or money order if Lessee’s bank or banks have returned one or more personal checks within the preceding 12-month period.

5. Use. Except as otherwise provided herein, the Premises may be used by Lessee only for the purpose of providing childcare services to the children of County employees. Lessee may not use the Premises for any other purpose without the prior written consent of the County. Any use of the Premises other than as described in this Section without the County’s prior written consent is a default of this lease.

6. Obligation to Pay Utilities/Services.

- a. The County shall contract and pay utility providers directly for all utilities used or consumed on the Premises, including, but not limited to gas, water, electricity, storm and sanitary sewer services, landscaping, telephone services, and garbage disposal.
- b. Lessee shall pay for any services necessary to provide the services intended, including but not limited to telephone, custodial/janitorial services, hazardous materials disposal, and linen services provided to the Premises.

7. Condition of Premises. Lessee is leasing 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 Premises.
8. Maintenance and Repairs.
  - a. Roof and Exterior of Premises. County shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, and all locks and key systems used in the Premises.
  - b. Interior of Premises. Lessee shall keep and maintain the interior of the Premises in good order, condition and repair, but County shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. Lessee may install and maintain an alarm system, if deemed necessary by Lessee.
  - c. Utility Systems. County shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition, and repair.
  - d. HVAC. County shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
  - e. Parking; Exterior Lighting; Landscaping. County shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition, and repair.
  - f. Life Safety. County shall maintain, in compliance with government codes and standards, the fire life safety system. When needed, County shall repair and/or replace such systems.
  - g. Covenant against Liens. Lessee may not permit any mechanic’s, materialman’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 property of which the Premises forms a part, Lessee will cause the same to be discharged, provided however, Lessee may contest any such lien, so long as the enforcement thereof is stayed.
9. 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 Premises, 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 Lessor, to contest the amount in good faith.

Payment of taxes, assessments, license fees, or other charges levied and assessed upon Lessee's interest, (i) does not reduce the rent due to the County under this lease, and (ii) is the liability of Lessee.

10. 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.
11. Assignment and Sublease. Lessee may not assign this lease or sublease the Premises or any part thereof at any time during the Term.
12. Alterations and Additions. Lessee may not make any alterations, erect any additional structures, or make any improvements on the Premises without the prior written consent of the Director of Public Works or his or her designee. In the event Lessee makes alterations or constructs additions that violate the conditions contained in this lease (an "**Unauthorized Addition**"), at the County's sole discretion, Lessee shall remove any Unauthorized Addition at Lessee's sole cost and expense. If Lessee is required to remove any Unauthorized Addition, Lessee, at its sole cost and expense, shall 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 any Unauthorized Addition, such Unauthorized Additions shall remain on and be surrendered with the Premises on expiration or termination of this lease.

If Lessee wishes to make any alterations, erect any additional structures, or make any additional improvements 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 8444. Lessee shall mail a copy of the Notice of Lessor Non-Responsibility to Lessor upon filing it with the County Recorder.

13. 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. Lessee shall maintain in full force and effect, at its sole expense, a standard All Risk policy, which may exclude earthquake and flood, to insure its own personal property, contents, improvements and betterments within or on the Premises. The coverage must be for not less than 90% of the actual cash value of the personal property. Lessee shall name the County as an additional insured and loss payee with respect to the improvements and betterments.

- 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 of 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 30 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 22 - Notices.
  - f. Waiver of Subrogation. Except as may be specifically provided elsewhere in this lease, the County and Lessee hereby each mutually waive any and all rights of recovery from the other in the event of damage to the Premises or any personal property that is caused by acts of God, perils of fire, lightning, and the extended coverage perils, as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.
14. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, 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.
15. 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.

16. 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 neighborhood in which the Premises is located.
17. Inspection. The County may enter the Premises at any time in an emergency and with 24 hours prior 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.
18. 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. Partial destruction does not void this lease, except that Lessee is entitled to a proportionate reduction in rent while such repairs are being made. The proportionate reduction in rent is to be calculated by multiplying rent by a fraction, the numerator of which is the number of square feet that are unusable by Lessee and the denominator of which is the total number of square feet in the Premises.

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.

19. 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 attorneys fees, County may make by reason of such matters.
20. Default.

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

- a. Lessee.
  - i. Lessee's failure to pay rent within five business days after the due date.
  - ii. Lessee's failure to comply with any other 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



23. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the County and Lessee.
24. Holding Over. In the event Lessee remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this lease, but will be construed to be a tenancy from month to month on the same terms and conditions set forth in this lease, except that the monthly rent due and payable hereunder will be 125% of the rent payable as of the last month of the Term.
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.

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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

Contra Costa Public Works Early Childhood  
Center, a California nonprofit corporation

By: \_\_\_\_\_  
Warren Lai  
Director of Public Works

By: \_\_\_\_\_  
Tamra Melgoza  
Chief Executive Officer

By: \_\_\_\_\_  
Carolyn Halstenson  
Secretary

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Julin E. Perez  
Supervising Real Property Agent

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

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