

MASTER LEASE AGREEMENT

El Portal Place
2555 El Portal Drive, San Pablo, California

This master lease agreement is dated as of October 8, 2024, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“County”) and CONTRA COSTA INTERFAITH TRANSITIONAL HOUSING INC. (dba HOPE SOLUTIONS), a California nonprofit corporation (“Lessee”).

Recitals

- A. The County is the owner of the property located at 2555 El Portal Drive, San Pablo, California (the “Property”). The Property has been improved with an approximately 25,610 square foot two-story building (the “Building”), a parking lot and landscaping (together, the “Improvements”). The County acquired the Property for the purpose of using it to provide permanent supportive housing to individuals experiencing homelessness, or at risk of homelessness (“Supportive Housing”). The Building has been renovated to create 54 apartment units for rent to qualifying tenants.
- B. The County desires to lease to Lessee, and Lessee desires to lease from the County, the Property for the duration of the Service Contract, as defined below.
- C. The “Service Contract” is a separate agreement between the County and Lessee having the same date as this agreement. Under the Service Contract, Lessee will operate the Property as Supportive Housing. The term of the Service Contract is through September 30, 2027.

The parties therefore agree as follows:

SECTION 1 Lease of Property

- 1. Lease of Property. In consideration of compliance with the terms and conditions of this lease, the County hereby leases to Lessee and Lessee hereby leases from the County, the Property, under the terms and conditions described in this lease.
- 2. Term. The “Term” of this lease begins on October 8, 2024, and ends on September 30, 2027.
 - a. If the Service Contract is renewed or extended, the term of this lease will automatically be extended to be coterminous with the Service Contract. In no event may the term of this lease be extended beyond the expiration or termination of the Service Contract. If the lease is extended in accordance with the terms of this lease,

all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

- b. If the Service Contract is terminated for any reason or for no reason, the Term of this lease will end on the same date that the Service Contract ends.
- 3. Rent. In lieu of rent, Lessee will provide the services described in the Service Contract.
 - 4. Use. The Property may only be used for the purpose of providing the services described in the Service Contract.

SECTION 2 Utilities and Building Support Services

- 5. County Obligations. The County is responsible for providing the following services to the Property:
 - a. Utility services, including water, gas and electricity, refuse collection, storm water services and sanitary sewer services.
 - b. A card key system that controls all the Building's lockable doors.
 - i. If necessary, Lessee shall contact the designated person at the County's Public Works Department for additional or replacement keys and card keys.
 - ii. Lessee shall notify County as soon as possible of lost card keys so they can be disabled.
 - c. A surveillance camera system that monitors the exterior of the building.
 - d. Remote monitoring of the smoke and fire alarm system through a third party.
- 6. Lessee Obligations. Lessee is responsible for providing the following services to the Property, the cost of which is included in the budget attached to the Service Contract and will be reimbursed in accordance with the terms of the Service Contract.
 - a. Routine Services. Lessee shall establish accounts in its name with service providers and shall pay for janitorial services, pest control services, and, except for services to be provided to the apartment units, telephone and internet service.
 - b. Trash. Lessee shall cause rubbish and trash to be accumulated and stored for pickup within enclosures, screened areas and/or suitable covered metal receptacles within the Property. Lessee shall ensure that the storage method prevents, to the extent possible, odors, fumes, attraction of pests and dispersal of wastes due to wind or water runoff.

c. Routine Repairs.

- i. Fixtures and Systems. Lessee shall maintain the apartment units, all doors and their fixtures, door closers and hinges, and all windows in good order, condition and repair. Lessee shall repair and maintain the electrical, interior lighting, lighting on the building, and the interior water and plumbing systems in good order, condition and repair.
- ii. Laundry Room. Lessee shall cause the washing machines and dryers in the laundry room, and any other amenities in the laundry room, to be maintained in good condition and repair.
- iii. Fire Extinguishers. Lessee shall maintain, repair, and replace the fire extinguishers that have been provided by the County.

SECTION 3
Property Maintenance

7. County Obligations. The County has the following maintenance obligations:

- a. Maintaining the structural integrity of the Building.
- b. Maintaining the roof of the Building, including routine gutter maintenance.
- c. Maintaining the plumbing system beyond the perimeter of the Building.
- d. Non-routine elevator maintenance.
- e. Non-routine maintenance and repair of the Building's heating, ventilating, and air-conditioning (HVAC) systems.
- f. Maintaining the parking lot, including repairing cracks, sealing, and other repairs.
- g. Maintaining the lighting in the parking lot.
- h. Maintaining the electronic lock system.
- i. Maintaining the exterior surveillance camera system.

8. Lessee Obligations. Lessee has the following maintenance obligations, the cost of which will be reimbursed by the County in accordance with the reimbursement process set forth in the Service Contract:

- a. Elevator. Lessee shall contract with an elevator service company possessing a C-11 license issued by the California Contractors' State License Board to provide routine maintenance and repair services to the Building's elevator and shall

provide the County with a copy of the valid, current elevator permit issued by the State of California each year not later than 30 days after receipt from the State.

- b. HVAC. Lessee shall contract with an HVAC repair provider to keep the HVAC systems in good operating condition, which contract is to cover maintenance of the HVAC units and components, including motors, belts, dampers, drainage systems, and air filters, to occur quarterly.
- c. Landscaping. Lessee shall contract with a professional landscape company to maintain the landscaping in good order, condition and repair, which includes maintaining the dog park and keeping the parking lot clean and free of debris.
- d. Repair of Paint Damage. In the event it is necessary to repair the interior or exterior Building paint, for example, as a result of damage caused by graffiti, Lessee shall contract with a professional painting company to effect the repair. The color and type of paint used will be specified by the County's Department of Public Works.
- e. In-Unit Life Systems. Lessee shall routinely inspect the smoke detectors and carbon monoxide monitors required in each residential unit and shall (i) repair and replace the units as necessary, and (ii) provide the County with a copy of the annual inspection report provided by the Fire Marshall.

9. Maintenance Reports.

- a. Annual Reports. Within 60 days after the end of the calendar year, Lessee shall provide a report to the Director of Public Works, or his designee, detailing all maintenance, repair and work performed at the Property in the prior calendar year. The report is to include a full description of the work performed, the date it was performed, the contractor that performed the work and the cost of the work. The report is to be mailed to the address set forth for the County in Section 21 (Notices) below, unless an alternative address is provided by the County.
- b. Incident Reports. Within 30 days after the occurrence of any non-routine maintenance or repair situation, Lessee shall provide a report to the Director of Public Works, or his designee, that describes the situation, the maintenance or repair that was carried out, the date the work was performed, the contractor that performed the work, the cost of the work and any residual issues that could impact the Building or the Property.

SECTION 4
Insurance

10. 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 one million dollars per occurrence and two million dollars 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 within or on the Property.
- 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 one million dollars per occurrence for all employees engaged in services or operations at the Property.
- 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 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 21 (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 Property 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.

SECTION 5 General Terms

- 11. Taxes. Lessee agrees to pay before delinquency all possessory interest taxes, if applicable, and related assessments, license fees, and other charges that are levied and assessed upon Lessee's interest in the Property, or upon Lessee's personal property

installed or located in or on the Property, by Contra Costa County or other legally authorized government authority. Lessee may pay any such taxes and assessments under protest, without liability, cost, or expense to the County, to contest the amount in good faith.

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

12. Alterations and Additions. Except as otherwise provided in this lease, Lessee may not make any alterations, erect any additional structures, or make any improvements on the Property without the prior written consent of the Director of Public Works or his or her designee.
13. Surrender of Property. 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 Property, along with its 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.
 - a. Personal Property. Title to personal property belonging to Lessee will remain in Lessee at all times during the Term of this lease, and Lessee has the right at any time to remove any or all of its personal property from the Property, provided that upon any such removal, Lessee shall repair, at Lessee's expense, any damage resulting therefrom and leave the Property in a clean and neat condition.

If Lessee fails to remove any personal property from the Property within 30 days after the expiration, cancellation, or termination of this lease, such personal property may be removed by the County at Lessee's expense, which will be paid immediately upon receipt of the County's written demand.
 - b. Effectiveness. The provisions of this Section will survive the expiration, cancellation, or earlier termination of this lease.
14. Abandonment. Lessee may not vacate or abandon the Property at any time during the Term. If Lessee abandons, vacates, or surrenders the Property, or is dispossessed by process of law, or otherwise, the County may deem any personal property belonging to Lessee that remains on the Property to be abandoned.
15. Waste, Nuisance. Lessee may not commit, or suffer to be committed, any waste upon the Property, or any nuisance or other act or thing that may disturb the quiet enjoyment of the neighborhood in which the Property is located.
16. Inspection. The County may enter the Property at any time in an emergency and with 24-hours' notice in a non-emergency to determine that (i) the Property is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Property are done in a manner reasonably calculated to preserve the Property, and (iii) Lessee is in compliance with the terms and conditions of this lease. Notwithstanding the foregoing,

the right to enter and inspect granted to the County by this paragraph does not include the right to enter and inspect any residential unit in the Building, which right of entry may be granted to the County pursuant to the Service Contract.

17. Destruction. This lease will terminate in the event of the total destruction of the Building. If damage occurs that causes a partial destruction of the Building during the Term, the County may, at its option, make repairs within a reasonable time; provided, however, if the County does not repair the Building within a reasonable time, Lessee may terminate this lease and the Service Contract. In any event, the County and Lessee will work together to address the needs of the residents.

18. Indemnification.

a. 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 Lessee's operations or Lessee's use or possession of the Property, save and except claims or litigation arising through and to the extent of the negligence or 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.

b. The County shall indemnify, defend and hold Lessee, 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 the condition of the Property as delivered to Lessee by County, or County's action or inaction in connection with County's performance under this Lease, save and except claims or litigation arising through and to the extent of the negligence or willful misconduct of Lessee, its officers or employees, and shall make good to and reimburse Lessee for any expenditures, including reasonable attorneys' fees, Lessee may make by reason of such matters.

19. 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 the 60-day period after Lessee's receipt of the Notice of Default.

- b. County. The County's failure to perform 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.

20. Remedies.

- a. County. Upon the occurrence of a default by Lessee, the County may reenter and repossess the Property and remove all persons and property from the Property, 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 Property without further cost or obligation to the County.

21. 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: Hope Solutions
 Attn: Chief Executive Officer
 399 Taylor Blvd., Suite 115
 Pleasant Hill, CA 94523

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.

22. Covenant against Liens. Lessee may not permit any mechanic's, materialman's, or other lien against the Property in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Property, Lessee will

cause the same to be discharged, provided however, Lessee may contest any such lien, so long as the enforcement thereof is stayed.

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 Property 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.
25. Governing Law. The laws of the State of California govern all matters arising out of this lease.
26. Severability. If 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]

27. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease or the Service Contract. 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 as of the date set forth in the introductory paragraph.

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

CONTRA COSTA INTERFAITH
TRANSITIONAL HOUSING, a
California nonprofit corporation

By: _____
Warren Lai
Public Works Director

By: _____
Deanne Pearn
Chief Executive Officer

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Christina McCarthy
Chief Financial Officer

By: _____
Julin E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel