

## RENTAL AGREEMENT

New Horizons Career Development Center  
199 Parker Avenue  
Rodeo, CA 94572

This rental agreement is dated August 1, 2023, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”) and NEW HORIZONS CAREER DEVELOPMENT CENTER, a California nonprofit mutual benefit corporation (“**Tenant**”).

### **Recitals**

- A. The County is the owner of the property located at 199 Parker Avenue, Rodeo, California. The property is improved with a building, which consists of approximately 2,400 square feet of office space, a parking lot and fencing (the “**Premises**”).
- B. Tenant has been occupying the Premises since sometime in 2014, pursuant to a lease dated November 19, 2014, between the County and Tenant (the “**Lease**”). The Lease was intended to expire on May 31, 2015. On May 31, 2015, the parties elected to extend the term of the Lease on a month-to-month basis. The parties now desire to replace the Lease with this rental agreement to update the terms of Tenant’s occupancy of the Premises.
- C. Simultaneous with the effectiveness of this rental agreement, the Lease is terminated.

The parties therefore agree as follows:

### **Agreement**

- 1. **Rental.** In consideration of the rents and subject to the terms set forth in this rental agreement, the County hereby rents to Tenant, and Tenant hereby rents from the County, the Premises.
- 2. **Term.** This rental agreement is month-to-month and is effective August 1, 2023. This rental agreement will continue until terminated by either the County or Tenant in accordance with the terms of this rental agreement.
- 3. **Rent.** The monthly rent is \$2,800. Tenant shall pay rent monthly in advance, without offset or demand, on or before the first day of each month. Rent for any partial month will be prorated at the rate of 1/30 of the monthly rent per day. All amounts due from Tenant to County under this rental agreement, with the exception of the Security Deposit, defined below, are “**Rent**.”

4. Additional Payment Terms.

- a. Late Rental Payments: If Tenant fails to pay County any amount due under this rental agreement within five days after such amount is due, Tenant shall pay to County a late charge of \$100 per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of 1.5% per month, from the date the payment was due and payable until paid in full. Tenant shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. County and Tenant hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix County’s actual damage from any late payments and, thus, that Tenant 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 Tenant’s default with respect to the overdue amount or prevent County from exercising any of the rights and remedies available to County under this rental agreement.
- b. Form and Place of Payment: Tenant 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 County may designate from time to time.
- c. Returned Checks: If a check written by Tenant is returned for insufficient funds, 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 Tenant to pay Rent by certified check or money order if Tenant’s bank or banks have returned one or more personal checks within the preceding 12-month period.

5. Security Deposit: Upon the execution of this rental agreement, Tenant shall pay the County a security deposit in the amount of \$2,800.00 (the “**Security Deposit**”), as security for the faithful performance of the terms, covenants, and conditions of this rental agreement.

- a. Default. Upon the occurrence of a Default, as defined in Section 21, the County may in its sole discretion (but is not required to) apply the Security Deposit, or any portion of it, to any expense, loss or (i) any rent or other sum owed to the County, (ii) any amount that the County may spend or become obligated to spend in exercising County’s rights under this rental agreement, or (iii) damage sustained by the County resulting from Tenant’s Default. Upon demand by the County, Tenant shall immediately pay to the County a sum equal to that portion of the Security Deposit expended or applied by the County as provided in this subsection so as to maintain the Security Deposit at its original level.
- b. Expiration or Termination of Agreement. Upon the expiration or termination of this rental agreement and (i) Tenant’s satisfaction of the conditions set forth in Section 16

- Surrender of Premises, and (ii) a final accounting by County, the County will refund any remaining Security Deposit to Tenant, without interest. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law in force or that become in force after the date of execution of this rental agreement, that provide that County may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises. The County and Tenant agree that the County may, in addition, claim those sums reasonably necessary to compensate the County for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, independent contractors or invitees.

6. Use. Tenant may only use the Premises for the operation and maintenance of a career center. Tenant may not use the Premises for any other purpose without the prior written consent of the County.
7. Utility Obligations. The County shall pay the providers of the following utilities that are used or consumed on the Premises: gas, water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, and landscaping services. Tenant shall pay for any additional utilities necessary for its use or occupancy of the Premises.
8. Condition of Premises. Tenant is renting 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 property or the improvements.
9. Maintenance and Repairs.
  - a. Structures and Grounds. The County shall, at its sole cost and expense, maintain the Premises and the improvements in good condition and repair, including:
    - i. Operating Systems. The County shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
    - ii. HVAC Systems. The County shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
    - iii. Parking and Exterior Lighting. The County shall maintain the parking lot and exterior lighting system in good order, condition and repair.
    - iv. Fire Extinguishers. The County shall provide, maintain, repair, and replace the fire extinguishers in the Premises in accordance with the direction received from the fire marshal.
    - v. Code Violations. The County is responsible for correcting any code building violations that may exist in the Premises, provided the County is not responsible for correcting building code violations that arise out of a change in Tenant's use or occupancy of the Premises.

- vi. Enclosures. The County shall provide adequate enclosures, screened areas and/or suitable covered metal receptacles within the Premises for the short-term accumulation and storage of solid waste, such as rubbish, trash, and garbage.
  - b. Interior of Premises. Tenant 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. The County may install and maintain an alarm system, if deemed necessary by County.
10. Covenant against Liens. Tenant 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 Tenant causes a lien to be filed against the Premises, or property of which the Premises forms a part, Tenant shall cause the same to be discharged, provided however, that Tenant may contest any such lien, so long as the enforcement thereof is stayed.
11. Taxes. Tenant shall 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 Tenant's interest in the Premises, or upon Tenant's personal property installed or located in or on the Premises, by Contra Costa County or other legally authorized government authority. Tenant 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 Tenant's interest, (i) does not reduce the Rent due to the County under this rental agreement, and (ii) is the liability of Tenant.
12. Quiet Enjoyment. Provided Tenant complies with the terms of this rental agreement, the County covenants that Tenant will peaceably and quietly have, hold, and enjoy the Premises during the Term.
13. Assignment. Tenant may not assign this rental agreement or sublease the Premises or any part of it at any time.
14. Alterations and Additions. Tenant may not make any alterations, erect any additional structures, or make any improvements on the Premises. If Tenant makes alterations or constructs additions that violate the conditions contained in this rental agreement (an "**Unauthorized Addition**"), Tenant shall remove the Unauthorized Addition at Tenant's sole cost and expense and restore the Premises to the condition existing immediately prior to the existence of the Unauthorized Addition.

15. Insurance.
- a. Liability Insurance. Tenant 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 Tenant must be primary.
  - b. Property Insurance. The County will maintain property insurance coverage on its real property. Tenant has no interest in the proceeds of insurance on the County's real property, improvements, equipment, or fixtures.
  - c. Worker's Compensation and Employer's Liability Insurance. Tenant 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. Waiver of Subrogation. Except as may be specifically provided elsewhere in this rental agreement, the County and Tenant 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.
16. Surrender of Premises. Upon the termination of this rental agreement, Tenant 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 Tenant has no control excepted.
17. Waste, Nuisance. Tenant 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 the neighborhood in which the Premises is located.
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) Tenant is in compliance with the terms and conditions of this rental agreement.
19. Indemnification. Tenant 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 rental agreement, Tenant's operations, or Tenant'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. Termination. Either party may terminate this rental agreement at any time with 30 days' prior written notice. Upon termination of this rental agreement, Tenant shall satisfy the surrender conditions set forth in Section 16 – Surrender of Premises. Tenant waives the right to make any claim against the County of Contra Costa for relocation benefits in the event County elects to terminate this rental agreement.

21. Default.

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

a. Tenant.

- i. Tenant's failure to pay Rent within five business days after the due date.
- ii. Tenant's failure to comply with any other material term or provision of this rental agreement if such failure is not remedied within 10 days after receipt of a written notice from the County to Tenant 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 10 days, the failure to cure will not be deemed to be a default of this rental agreement if Tenant has attempted to cure the failure within the 10-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible.

b. The County. The County's failure to perform any obligation under this rental agreement if the failure is not remedied within 30 days after receipt of a written notice from Tenant 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. The County. Upon the occurrence of a default by Tenant, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving Tenant written notice and in accordance with due process of law.

- b. Tenant. Upon the occurrence of a default by the County, Tenant may terminate this agreement in accordance with Section 20 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 rental agreement shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Tenant:                   New Horizons Career Development Center  
C/O Dr. Anthony A.K. Hodge  
199 Parker Avenue  
Rodeo, CA 94572

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 such 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. Time is of the Essence. In fulfilling all terms and conditions of this rental agreement, time is of the essence.
25. Governing Law. The laws of the State of California govern all matters arising out of this rental agreement.
26. Severability. If any provision of this rental agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this rental agreement 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 rental agreement. All previous conversations, negotiations, and understandings are of no further force or effect. This rental agreement is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This rental agreement may be modified only by a writing signed by both parties.

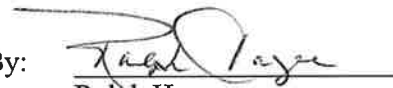
The parties are executing this rental agreement on the date set forth in the introductory paragraph.

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

By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works

NEW HORIZONS CAREER  
DEVELOPMENT CENTER, a California  
nonprofit mutual benefit corporation

By:   
Dr. Anthony Hodge  
Executive Director

By:   
Ralph Hayes  
Board of Directors, Chairman

RECOMMENDED FOR APPROVAL:

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

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

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL,

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

jp:

\\PW-DATA\grpdata\realprop\LEASE MANAGEMENT\RODEO\189 & 199 PARKER AVE - T00061\LEASES\199 Parker Ave Rodeo - Rental Agmt VI\_draft.docx