

## COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Colusa Sutter Yolo Regional Child Support Agency, hereinafter referred to as "AGENCY", and Ralph L. Keeley, III, hereinafter referred to as "CONTRACTOR". AGENCY and CONTRACTOR are hereafter collectively referred to as "the parties."

### RECITALS

This lease is made with reference to the following facts and objectives:

**A.** Landlord is the owner of that certain real property located at the corner of 9th and Market Streets, Colusa, Colusa County, California, more particularly described as Lot No. 4 and the West half of Lot No. 3, Block No. 35, City of Colusa, as said lots and block are shown on the official map or plat thereof, filed in the office of the County Recorder, County of Colusa, State of California (the "Property").

**B.** Tenant is currently leasing a portion of the Building (the "Premises") from Landlord pursuant to the provisions stated in this Lease (217 9th Street, Suite A, Colusa, CA 95932).

**C.** Tenant wishes to continue to lease the Premises for purposes of operating a division of the Colusa Sutter Yolo Department of Child Support Services,

### AGREEMENTS

In consideration of the mutual covenants contained herein, the parties agree as follows:

#### 1. PREMISES

**1.1 Description.** Subject to the terms and conditions set forth in the Lease, Landlord hereby leases to Tenant, and Tenant leases from Landlord, a portion of the Building (known as Suite A) as shown by outline in bold on the portion of the plat or floor plan attached hereto as EXHIBIT A and incorporated herein by reference (such portion so leased referred to herein as the "Premises"), together with the right of ingress and egress to the Premises, subject to Landlord's reserved rights contained in this Lease.

#### 1.2 Common Areas.

**A. Definition.** The term "Common Areas" means all areas and facilities outside the Premises and within the exterior boundaries of the parcel of real property upon which the Premises are located that are provided and designated by Landlord from time to time for general use and convenience of Tenant and of other tenants of the Building and their respective authorized representative and invitees.  
Common Areas include, without limitation, pedestrian walkways and patios, landscaped areas, sidewalks, rest rooms, lobby, halls and parking areas of the Building and Property.

- B. Tenant's Right to Use Common Areas.** Landlord gives Tenant and its authorized representatives and invitees the nonexclusive right to use the Common Areas, subject to Landlord's rights set forth in paragraph I.2C., below.
- C. Landlord's Maintenance and Management.** Landlord shall maintain the Common Areas in good condition at all times. Landlord shall have the right to:
- (1) Establish and enforce reasonable rules and regulations Applicable to all tenants concerning the maintenance, management, use, and operation of the Common Areas.
  - (2) Close any of the Common Areas to whatever extent required in the opinion of Landlord's counsel to prevent a dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas.
  - (3) Close temporarily any of the Common Areas for maintenance purposes.
  - (4) Make changes in the size or location of the Common areas that do not materially affect Tenant's use or enjoyment of the Premises.
  - (5) Landlord, at Landlord's sole cost and expense, shall ensure equal access to common parking spaces is provided to all tenants on a first-come, first-served basis.

## **2. TERM**

**2.1 Lease Term.** The term of this Lease shall commence on March 1, 2022 and expire on June 30, 2026 unless earlier terminated in accordance with the terms of this Lease.

## **3. IMPROVEMNTS PRIOR TO COMMENCEMENT OF TERM**

**3.1 Interior/Exterior Improvements.** Landlord shall, pay at their own expense fifty percent (50%) of the costs for the following improvements to be completed before April 1, 2022:

- A. Paint the interior of building space AGENCY will occupy. Tenant will coordinate scheduling with painter and will be responsible for removing items from the walls and moving furniture away from the walls prior to painting,
- B. Install a new building sign on the corner of 9<sup>th</sup> and Market Street,
- C. Deep cleaning the carpet in the building space the AGENCY will occupy.

Tenant will pay their 50% portion of the costs to the landlord within 30 days of completion of the work. Total costs for A, B, & C including prevailing wage, not to exceed \$12,000.

#### **4. RENT**

**4.1 Minimum Monthly Rent.** Tenant shall pay to Landlord as minimum monthly rent during the term, without deduction, set off, prior notice, or demand, the sum of Three Thousand Three Hundred Dollars and Zero Cents (\$3,300.00) which shall be due on the first day of each month.

Tenants previously deposited \$2,850.00, in March 2001 associated with the Colusa County lease, as a contribution toward the last month's rent, which shall be deemed adequate until this lease with Yolo county terminates. If Tenant is not in default at the beginning of the last month of this Lease, Landlord shall apply said funds to the final month's rent.

Security Deposit. Tenant's paid a security deposit of \$1,000.00 in 2001 which shall be deemed adequate until the Lease terminates.

**4.2 Personal Property Taxes.** Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges ("taxes") that are levied and assessed against Tenant's personal property installed or located in or on the Premises, and that accrue or become payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

**4.3 Ad Valorem Property Taxes, Substitute and Additional Taxes.** Tenant shall not be required to pay any municipal, county, state or federal income, real property or franchise taxes of Landlord or any municipal, county, state or federal estate, succession, inheritance, Ad Valorem property or transfer taxes of Landlord. If at any time during the term of this lease, the State of California or any political subdivision of the State, including any county, city, city and county, public corporation, district, or any other political entity or public corporation of this State, levies or assesses against Landlord a tax, fee or excise on rents, on the square footage of the Premises, on the act of entering into this Lease, or on the occupancy of Tenant, or any other tax, fee or excise, however described, as a direct substitution in whole or in part for, or in addition to, any real property taxes, Tenant shall pay before delinquency that tax, fee or excise on rents. Tenant's share of any such tax, fee or excise shall be substantially the same as Tenant's proportionate share of real property taxes.

**4.4 New Assessments.** If any general or special assessment is levied and assessed against the Building, other improvements, or land of which the Premises are a part, Landlord can elect to either pay the assessment in full or allow the assessment to go to bond. If Landlord pays the assessment in full, Tenant shall pay to Landlord each time a payment of real property taxes is made a sum equal to Tenant's proportionate share of that which would have been payable (as both principal and interest) had Landlord allowed the assessment to go to bond.

#### **5. USE OF PREMISES**

**5.1 Use.** Tenant shall use the Premises for conducting the business of the Department of Child Support Services and for no other use without Landlord's consent.

**5.2 Limitations on Use.** Tenant's use of the Premises shall be in accordance with the following:

**A.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything on the Premises which will cause a cancellation of any insurance covering the Premises or the Building in which the Premises are located.

If the rate of any insurance carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused by an activity of Tenant on the Premises as permitted in this Lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

**B.** Tenant shall comply with all laws, statutes, ordinances or governmental rules or regulations now in force, or which may hereafter be enacted or promulgated, concerning the Premises or Tenant's use of the Premises.

**C.** Tenant shall not use the Premises or permit anything to be done or allow any condition on the Premises which is a public or private nuisance, or which will constitute reasonable annoyance to the owners or occupants of the same or adjacent properties (including, without limitation, anything that might emit any odor or objectionable noises or lights on to the same or adjacent properties). Tenant shall not commit or allow to be committed any waste in or upon the Premises.

**D.** Tenant shall not do anything on the Premises that will cause damage to the Premises. The Premises shall not be overloaded. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure, vibrate, or shake the Premises.

**E.** Tenant shall not cause, allow or suffer any hazardous materials to be generated, manufactured, refined, transported, treated, stored, handled or disposed of at, on, about or beneath the Premises or any portion of the Premises.

## **6. MAINTENANCE**

**6.1 Landlord's Maintenance.** Except as provided in paragraph 6.3, Landlord at its cost shall maintain, in good condition, the following:

**A.** The structural parts of the Building and other improvements in which the Premises are located, which structural parts include only the foundations, bearing and exterior walls (excluding glass and doors), sub flooring, and roof (excluding skylights):

**B.** The unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;

**C.** Window frames, gutters, and down spouts on the Building and other improvements in which the Premises are located; Premises; and

**D.** Heating, ventilating, and air conditioning systems servicing the

**E.** Maintaining fire suppression systems, including but not limited to fire extinguishers.

**F.** The Common Areas.

**G.** Landlord shall be solely responsible for compliance with all applicable accessibility standards, Federal and State statutes and regulations, including the Americans with Disabilities Act, and shall ensure that the premises are fully accessible by all persons. Landlord guarantees that the premises comply with all applicable accessibility standards upon Tenant's occupancy of the leased premises. When an accessibility issue or concern arises, Landlord shall be responsible for upgrading or retrofitting the premises to address the accessibility issue or concern and ensure that current accessibility standards are met. Upon notice from Tenant, Landlord shall have 30 days to begin work to address any identified accessibility issues or concerns. Landlord shall begin work and diligently pursue such work to completion within a time frame mutually agreed upon in writing by the parties. In the event Landlord fails to either begin work within the 30-day notice period or pursue such work diligently to completion within the mutually agreed time frame, Tenant shall have the right, but not the obligation, to address the accessibility issue or concern within the Leased Premises at its cost and expense and deduct such cost and expense from the monthly rent. Landlord shall indemnify, defend and hold Tenant harmless from any claims or damages arising from or related to failure to comply with accessibility standards or claims or damages arising from or related to lack of access to the premises or portions thereof.

Landlord shall repair the Premises only if they are damaged by (a) causes outside the Premises over which Tenant has no control; (b) acts or omissions of Landlord, or its authorized representatives; or (c) Landlord's failure to perform its obligations under this paragraph.

**6.2 Tenant's Remedies.** Landlord shall have fifteen (15) days after notice from Tenant to commence to perform its obligations under paragraph 6.1, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency. If Landlord does not commence to perform its obligations within the time limitations in this paragraph, Tenant, after five (5) days prior written notice to Landlord, can perform the obligations and have the right to be reimbursed for the sum it reasonably expends in the performance of Landlord's obligations.

**6.3 Tenant's Maintenance.** Except as provided in paragraphs 6.1, 10 and 11, Tenant at its cost shall maintain, in good condition, all portions of the Premises, including, without limitation, all Tenant's personal property, Tenant improvements, signs, plate glass, and doors within the Premises. Tenant shall be liable for any damage to the Building resulting from the acts or omissions of Tenant or its authorized representatives or invitees.

## **7. ALTERATIONS /MECHANICS' LIENS**

**7.1 Alterations.** Tenant shall not make any improvements to the Premises or any part of the Premises without Landlord's prior written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the term, except that Landlord can elect within thirty (30) days before expiration of the term, or within thirty (30) days after termination of the term, to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant, at its cost, shall restore the Premises to the condition designated by Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

This applies only to alterations made after the date of our new lease or lease amendment, rather than taking on responsibility for all existing alterations.

If Tenant makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until five (5) days after Landlord has received notice from Tenant stating the date the installation of the alterations is to commence, so that Landlord can post and record an appropriate notice of non-responsibility.

**7.2 Mechanics' Liens.** Tenant shall pay all costs for construction done by Tenant or caused to be done by Tenant on the Premises, as permitted by this Lease. Tenant shall keep the Building, other improvements, and land of which the Premises are a part free and clear of all mechanics' liens resulting from construction done by or for Tenant.

Tenant shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by Landlord, Tenant procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half times the amount of the claim of lien. The bond shall meet the requirements of California Civil Code §3143 and shall

provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit, if it recovers in the action).

## **8. UTILITIES**

**8.1 Utilities and Services.** Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by Tenant, except as expressly provided to the contrary in this Lease. Such utilities and services shall include, without limitation, gas, electricity, telephone service and janitorial service, and all connection charges for such utilities and services.

**8.2 City Utilities.** Landlord shall furnish to the premises City-supplied utilities, namely garbage by means of a dumpster or other bulk receptacle available to all tenants, and yard refuse collection. Landlord shall not be liable for failure to furnish such City-supplied utilities or services to the Premises, when the failure results from causes beyond Landlord's reasonable control. Landlord shall also pay the water and sewer charges.

**8.3 Common Areas.** Landlord at its cost shall provide janitorial services, yard services, and maintenance to the Common Areas.

## **9. INDEMNITY AND EXCULPATION/INSURANCE**

**9.1 Exculpation of Landlord.** Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant waives all claims against Landlord for damage to person or property arising for any reason, except that Landlord shall be liable to Tenant for damages to Tenant resulting from the acts or omission of Landlord or its authorized representatives.

**9.2 Indemnity.** Tenant shall indemnify, defend, protect and hold Landlord harmless from all damages arising out of the damage to any person or property occurring in, on, or about the Premises and the Building in and real property on which the Premises are located, except that Landlord shall be liable to Tenant for damage resulting from the acts or omission of Landlord or its authorized representatives. Landlord shall hold Tenant harmless from all damages arising out of any such damage. A party's obligations under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of the insurance proceeds, if any, received by the party being indemnified.

The clauses of this section 9.2 shall survive the expiration or earlier termination of this Lease until all claims against Landlord involving any of the indemnified matters are fully, finally and absolutely barred by the applicable statutes of limitation.

**9.2 Self-Insurance; Deductibles.** All or any portion of the insurance coverage Tenant is required to maintain under this Lease may be maintained under a program of Tenant self-insurance or under policies that include self-insurance retentions or deductibles larger than those typically carried by similarly situated tenants. Within thirty (30) days of Tenant's execution of this Lease, Tenant shall advise Landlord of the self-insurance program, self-insurance retentions, or deductibles, and provide Landlord with documentation thereof. Such self-insurance program shall include, without limitation, the defense of Landlord under Tenant's indemnity obligations. If Landlord reasonably approves of such self-insurance program, such self-insurance shall substitute for the insurance coverage required in paragraph's 9.4, 9.5, and 9.6.

**9.4 Public Liability and Property Damage Insurance.** Tenant shall at its cost obtain commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury and advertising injury arising out of or relating (directly or indirectly) to Tenant's or the Building. The minimum acceptable limit of liability or Tenant's liability insurance is \$1,000,000.00.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 9.2. The insurance requirements set forth in paragraphs 9.3, 9.4, 9.5, 9.6 and 9.7 of this Lease are independent of Tenant's exculpation, indemnification and other obligations under this Lease and shall not be construed or interpreted in any way to restrict, limit or modify Tenant's exculpation, indemnification and other obligations or to limit Tenant's liability under this Lease. Landlord shall be named as an additional insured by endorsement under Tenant's general liability coverage. The additionally insured endorsement must be on ISO Form CG 20 11 11 85 or an equivalent acceptable to Landlord, with such modifications as Landlord may require. Tenant's general liability policies shall be endorsed as needed to provide cross liability coverage for Tenant and Landlord, and to provide severability of interests.

Tenant's general liability policies shall be endorsed as needed to provide that the insurance afforded by those policies to the additional insured is primary and that all insurance carried by Landlord is strictly excess and secondary and shall not contribute with Tenant's liability insurance.

**9.5 Tenant's Property Insurance.** Tenant at its cost shall procure and maintain property insurance cover for all office furniture, trade fixtures, office equipment, merchandise, and all other items of Tenant's property in, on, at or about the Premises and the Building, including property installed by, for, or at the expense of Tenant but excluding:

- (a) Tenant improvements; and

(b) Other improvements, betterments, alterations, and additions to the Premises that are insured by Landlord under the terms of this Lease.

Tenant's property insurance must fulfill the following requirements:

(a) It must be written on the broadest available "all risk" (special-cause-of- loss) policy form or an equivalent form acceptable to Landlord;

(b) It must include an agreed-amount endorsement for no less than 100% of the full replacement cost (new without deduction for depreciation) of the covered items and property; and

(c) The amounts of coverage must meet any coinsurance requirements of the policy or policies.

It is the parties' intent that Tenant shall structure its property insurance program so that no coinsurance penalty shall be imposed, and there shall be no valuation shortfalls or disputes with any insurer or with Landlord. The insurance proceeds from Tenant's policy shall be used by Tenant for the replacement of personal property or the restoration of Tenant's Improvements or alterations.

**9.6 Other Insurance Matters.** All the insurance required under this Lease shall include the following:

(a) Name Landlord and any other party Landlord specifies by endorsement as an additional insured;

(b) Be issued by an insurance company with a rating of no less than A-VIII in the current Best's Insurance Guide, or that is otherwise acceptable to Landlord, and admitted to engage in the business of insurance in the State of California;

(c) Be primary insurance for all claims under it and provide that any insurance carried by Landlord and Landlord's lenders is strictly excess, secondary, and noncontributing with any insurance carried by Tenant; and

(d) Provide that insurance may not be canceled, non-renewed, or the subject of material change in coverage or available limits of coverage, except on thirty (30) days prior written notice to Landlord and Landlord's lenders.

Tenant shall deliver to Landlord the policy or policies, along with the endorsements to them signed by the underwriter, the certificates required by this paragraph 9, and evidence of payment of premiums, at the commencement of the term, at least thirty (30) days before the expiration date of any policy, and on renewal of any policy.

**9.7 Increase in Amount of Public Liability and Property Damage Insurance.**

Not more frequently than each three (3) years if, in the opinion of Landlord's lender or of the insurance broker retained by Landlord, the amount of public liability and property damage insurance coverage at that time is not adequate, as measured by commercially reasonable standards for comparable properties, uses and business, Tenant shall increase the policy limits or otherwise modify, amend or extend the insurance coverage as required by either Landlord's lender or Landlord's insurance broker.

**10. DAMAGE OR DESTRUCTION**

**10.1 Definitions**

A. "Premises Partial Damage" shall mean in this Lease damage or destruction to the Premises to the extent that the cost of repair is less than fifty percent (50%) of the fair market value of the Premises immediately prior to such damage or destruction. "Premises Building Partial Damage" shall mean in this Lease damage or destruction to the Building of which the Premises are a part to the extent that the cost of repair is less than fifty percent (50%) of the fair market value of such building as a whole immediately prior to such damage or destruction.

B. "Premises Total Destruction" shall mean in this Lease damage or destruction to the Premises to the extent that the cost of repair is fifty percent (50%) or more of the fair market value of the Premises immediately prior to such damage or destruction. "Premises Building Total Destruction" shall mean in this Lease damage or destruction of the Building of which the Premises are a part to the extent that the cost to repair is fifty percent (50%) or more of the fair market value of the Building as a whole immediately prior to such damage or destruction.

C. "Insured Loss" shall mean in this Lease damage or destruction which was caused by an event required to be covered by Landlord's policy of fire and extended coverage.

**10.2 Partial Damage-Insured Loss.** Subject to the provisions of paragraphs 10.4, 10.5, and 10.6, of this Lease, if at any time during the term of this Lease there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage or Premises Building Partial Damage, then Landlord shall at Landlord's sole cost, repair such damage, but not Tenant's fixtures, equipment or tenant improvements, as soon as reasonably possible, and this Lease shall continue in full force and effect.

**10.3 Partial Damage-Uninsured Loss.** Subject to the provisions of paragraphs 10.4, 10.5, and 10.6 of this Lease, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls into the classification of Premises Partial Damage or Premises Building Partial

Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage (including damage outside the Premises) at Tenant's expense, without reimbursement from Landlord, in which event this Lease shall continue in full force and effect, and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such ten- day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

**10.4 Total Destruction.** If at any time during the term of this Lease there is damage, whether or not an Insured Loss (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction or Premises Building Total Destruction, Landlord may, within ninety (90) days of the date of such total destruction (a) elect, at Landlord's sole cost, to either repair such damage, but not Tenant's fixtures, equipment, or tenant improvements, as soon as reasonably possible, and this Lease shall continue in full force and effect, or (b) if Landlord fails to so elect to repair, this Lease shall automatically terminate as of the date of such total destruction.

**10.5 Damage Near End of Term.** If at any time during the last twelve (12) months of the term of this Lease there is damage, whether or not an Insured Loss, which falls within the classification of Premises Partial Damage or Premises Building Partial Damage, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage.

#### **10.6 Abatement of Rent/Tenant's Remedies**

**A.** In the event of damage described in paragraphs 10.2 or 10.3, and Landlord or Tenant repairs or restores the Premises pursuant to the provisions of this paragraph 10, the rent payable under this Lease for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

**B.** If Landlord shall be obligated to repair or restore the Premises under the provisions of this paragraph 10, and shall not commence such repair or restoration within ninety (90) days after such obligations shall accrue, Tenant may at Tenant's option cancel and terminate this lease by giving

Landlord written notice of Tenant's election to do so at any time prior to the commencement of such repair or restoration. In such event, this Lease shall terminate as of the date of such notice.

**10.7 Termination/Advance Payments.** Upon termination of this Lease pursuant to this paragraph 10, an equitable adjustment shall be made concerning advance rent and any advance payments made by tenant to Landlord. In addition, Landlord shall return to Tenant so much of Tenant's security deposit, if any, remaining which has not already been applied by Landlord.

## **11. CONDEMNATION**

### **11.1 Definitions.**

**A.** "Condemnation" means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemner and (b) a voluntary sale or transfer by Landlord to any condemner, either under threat of condemnation or while legal proceedings for condemnation are pending.

**B.** "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

**C.** "Award" means all compensation, sums, or anything of value awarded, paid, or received on a total or partial condemnation.

**D.** "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

**11.2 Parties' Rights and Obligations to be Governed by Lease.** If during the term or during the period of time between execution of this Lease and the date the term commences, there is any taking of all or any part of the Building, other improvements, or land of which the Premises are a part, or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to paragraphs 11.3 through 11.11

**11.3 Total Taking.** If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

**11.4 Partial Taking.** If any portion of the Premises is taken by condemnation, this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if the remaining portion of the Premises or the Building and other improvements in which the Premises are located is rendered unsuitable for Tenant's continued use of the Premises.

If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate pursuant to this paragraph by giving notice to Landlord within ninety (90) days after the date on which the nature and extent of the taking have been finally determined. If Tenant elects to terminate this Lease, as provided in this paragraph, Tenant also shall notify Landlord of the date of termination, which date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate, except as otherwise provided in this paragraph. This Lease shall terminate on the date of taking, if the date of taking falls on a date before the date before the date of termination, as designated by Tenant. If Tenant does not terminate this Lease within the thirty (30) day period, this Lease shall continue in full force and effect, except that minimum monthly rent shall be reduced pursuant to paragraph 11.5.

**11.5 Effect on Rent.** If any portion of the Premises is taken by condemnation and this Lease remains in full force and effect, on the date of taking, the minimum monthly rent shall be reduced by an amount that is in the same ratio to minimum monthly rent as the total number of square feet in the Premises taken bears to the total number of square feet in the Premises immediately before the date of taking.

**11.6 Waiver.** Each party waives the provisions of California Code of Civil Procedure section 1265.130, allowing either party to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

**11.7 Landlord's Election to Prevent Termination of Lease.** If within thirty (30) days after the date that the nature and extent of the taking are finally determined, Landlord notifies Tenant that Landlord at its cost will add on to the remaining Premises and Building so that the area and the approximate layout of the Premises and the Building will be substantially the same after the date of taking as they were before the date of taking, and Landlord commences the restoration immediately and completes the restoration within ninety (90) days after Landlord notifies Tenant, this Lease shall continue in full force and effect without any reduction in minimum monthly rent, except the abatement or reduction made pursuant to paragraph 11.5.

**11.8 Restoration of Premises.** If there is a partial taking of the Premises, and this Lease remains in full force and effect pursuant to paragraph 11.4, Landlord at its cost shall accomplish all necessary restoration.

**11.9 Temporary Abatement or Reduction of Rent.** Rent shall be abated or reduced during the period from the date of taking until the completion of restoration. All other obligations of Tenant under this Lease shall remain in full force and effect. The abatement or reduction of rent shall be based on the extent to which the restoration interferes with Tenant's use of the Premises.

**11.10 Award/Distribution.** The award shall belong to and be paid to Landlord only, and no part shall belong to or be paid to Tenant, except that Tenant shall receive a sum attributable to those Tenant improvements or alterations made to the Premises by Tenant in accordance with this Lease which Tenant has the right to remove from the Premises pursuant to the provisions of this Lease but elects not to remove. If Tenant elects to remove any such Tenant improvements or alterations, Tenant shall receive a sum for reasonable removal and relocation cost not to exceed the market value of such improvements or alterations.

**11.11 Temporary Taking.** The taking of the Premises or any part of the Premises by military or other public authority shall constitute a taking of the Premises by condemnation only when the use and occupancy by the taking authority has continued for longer than one hundred eighty (180) consecutive days. During the 180-day period, all the provisions of this Lease shall remain in full force and effect, except that rent shall be abated or reduced during such period of taking, based on the extent to which the taking interferes with Tenant's use of the Premises. Landlord shall be entitled to whatever award may be paid for the use and occupation of the Premises for the period involved.

## **12. ASSIGNMENT**

**12.1 Prohibition Against Voluntary Assignment.** Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Landlord's consent, which cannot be unreasonably withheld. Assignment as used in this Lease includes assignments between Tenant members, partnership withdrawals or dissolutions, incorporations, or stock transfers of the stock of corporate Tenants. Any assignment encumbrance, or sublease without Landlord's consent shall be voidable and, at Landlord'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.

Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Premises as permitted by this Lease. Landlord, as assignee and as attorney-in-fact for Tenant, or as receiver for Tenant appointed on Landlord's application may collect such rent and apply it toward Tenant's obligations under this Lease, except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

**12.2 Involuntary Assignment.** No interest of Tenant in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Without limitation, each of the following acts shall be considered as involuntary assignment:

(a) If Tenant is or becomes bankrupt or insolvent, make an assignment for the benefit of creditors, or institutes or has instituted against Tenant a proceeding under the Bankruptcy Act in which Tenant is the bankrupt, or if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(b) If a writ of attachment or execution is levied on this Lease;

(c) If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises.

An involuntary assignment shall constitute a default by Tenant, and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant. If a writ of attachment or execution is levied on this Lease, Tenant shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Tenant, or if a receiver is appointed, Tenant shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

## **13. DEFAULT**

**13.1 Tenant's Default.** The occurrence of any of the following shall constitute default by Tenant:

A. Failure to pay rent when due.

B. Abandonment of the Premises.

C. Failure to perform any other provision of this Lease, if the failure to perform is not cured within ten (10) days after notice has been given to Tenant. If the default cannot reasonably be cured within ten (10) days, Tenant shall not be in default of this Lease, if Tenant commences to cure the

default within the ten (10) day period and diligently and in good faith continues without interruption to cure the default.

Notices given under this paragraph shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice.

**13.2 Landlord's Remedies.** Landlord shall have the following remedies, if Tenant commits a default. These remedies are not exclusive. They are cumulative in addition to any remedies now or later allowed by law.

**A. Tenant's Right to Possession not Terminated.** If Tenant is in default of this Lease, Landlord can continue this Lease in full force and effect, and the Lease will continue in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default, and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.

**B. Termination of Tenant's Right to Possession.** If Tenant is in default of this Lease, Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts, to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(i) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(ii) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided.

(iii) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in (i) and (ii) of this paragraph, is to be computed by allowing interest at the rate often percent (10%) per annum. "The worth, at the time of the award," as referred to in (iii) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

C. **Appointment of Receiver.** If Tenant is in default of this Lease, Landlord shall have the right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

D. **Landlord's Right to Cure Tenant's Default.** Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that required the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid. If said sum is paid at a later date, it shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

**13.3 Interest on Unpaid Rent.** Rent not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

**13.4 Late Charge.** Tenant acknowledges that late payment by Tenant of Landlord of rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges, that may be imposed on Landlord by the terms of any encumbrance and note secured by any encumbrance covering the Premises. Therefore, if any installment of rent due from Tenant is not received by Landlord within ten (10) days of the date it is due, Tenant shall pay to Landlord an additional sum of five percent (5%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

**13.5 Tenant's Right to Cure Landlord's Default.** Landlord shall be in Default of this Lease, when it fails or refuses to perform any provision of this Lease that it is obligated to perform, if (and only if) the failure to perform is not cured within thirty (30) days after notice of the default has been given by Tenant to Landlord. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease, if Landlord commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Tenant, at any time after Landlord commits a default, and following five (5) days' prior written notice to Landlord, can cure the default at Landlord's costs. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due immediately from Landlord to Tenant at the time the sum is paid. If said sum is paid at a later date, it shall bear interest at the legal rate from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord.

If Landlord fails to cure a default following notice by Tenant and an opportunity to cure within the 30-day period or, alternatively, if Landlord fails to diligently continue efforts to cure a default following the 30-day period, Tenant may terminate this lease upon written notice of such intention to Landlord. The notice shall specify the termination date, which shall not be less than fifteen (15) days after the date notice is provided.

In addition, Tenant may terminate this Agreement if the Board of Supervisors does not appropriate funds for the lease during any of Tenant's future fiscal years. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds are appropriated. The Tenant shall notify the Landlord in writing of any such non-appropriation of funds at the earliest possible date. The Tenant shall not be liable to the Landlord for damages of any kind, including incidental or consequential damages, resulting from the termination of this Agreement due to a non-appropriation of funds.

## **14. ENTRY ONTO PREMISES**

**14.1 Landlord's Entry on Premises.** Subject to the restrictions contained in paragraph 14.2 below, Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes.

(a) To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;

(b) To do any necessary maintenance and to make any restoration to the Premises or the Building and other improvements that Landlord has the right or obligation to perform;

(c) To serve, post, or keep posted any notices required or allowed under the provisions of this Lease;

(d) To post "for sale," "for rent" or "for lease" signs at any time during the last three (3) months of the term, provided Tenant has not given the option notice, or during any period while Tenant is in default;

(e) To show the Premises to prospective brokers, agents, buyers, tenants or persons interested in purchase or exchange, at any time during the term;

(f) To shore the foundations, footings, and walls of the Premises or the Building and to erect scaffolding and protective barricades around and about the Premises, and to do any other act or thing necessary for the safety or preservation of the Premises or the Building and other improvements if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street. Landlord's right under this provision extends to the owner of the adjacent property on which excavation or construction is to take place and the adjacent property owner's authorized representatives.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this paragraph, except physical damage to Tenant's property resulting from the acts or omissions of Landlord or its authorized representatives. Tenant shall not be entitled to an abatement or reduction of rent, if Landlord exercises any rights reserved in this paragraph. Landlord shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

**14.2 Restrictions on Landlord's Right of Entry.** Due to the confidential nature of Tenant's records, if Landlord (or its agents or employees) desires to enter upon the Premises when an agent or employee of Tenant is not present, except in the case of an emergency, Landlord shall give Tenant 24 hours' prior written notice of such desire to enter. Tenant shall not unreasonably withhold consent to such entry.

**14.3 Quiet Possession.** The Landlord agrees that the Tenant, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the leased premises without suit, trouble, or hindrance from the Landlord or any person claiming under Landlord.

## **15. SUBORDINATION**

**15.1 Lease Subordination.** This Lease is and shall be subordinate to any encumbrance now of record or recorded after the date of this Lease affecting the Premises and the Building. Such subordination is effective without any further acts of Tenant. Tenant shall from time to time on request from Landlord execute and deliver any documents or instructions that may be required by a lender or other person to effectuate any subordination. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments.

**15.2 Right to Estoppel Certificates.** Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate, and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If a party fails to deliver the certificate within the ten (10) days, the party failing to deliver the certificate irrevocably constitutes and appoints the other party as its special attorney-in-fact to execute and deliver the certificate to any third party.

## **16. SIGNS/ADVERTISING**

**16.1 Director/Sign at Entrance.** Landlord at its cost may place, construct and maintain a directory or bulletin board, which shall be located in the lobby of the Building, exclusively for the display of the names of tenants in the Building and their respective suite numbers. Tenant shall be entitled to display its trade name and the individual names of its authorized representatives in the directory or bulletin board, without additional cost to Tenant.

Tenant may paint, attach, or affix tenant's trade name, temporary notices, and/or the individual names of its authorized representatives to the door that is the principal entry to the Premises, the cost of the sign and its installation to be paid by Tenant. Tenant may also display information about services offered in the shared lobby area.

Landlord has the sole right to determine the type of directory, bulletin board, brochure holder and sign, and the content of each (including, without limitation, size of letters, style, color, and whether affixed, free standing or painted).

**16.2 Sign by Drop Box in Parking Lot.** Landlord at its cost shall maintain the sign, which is located in the parking lot near the drop box, exclusively for the display of the names of tenants in the Building. Tenant shall be entitled to display its trade name in the sign, without additional cost to Tenant.

**16.3 New Sign on the Corner of 9<sup>th</sup> and Market Street.** Landlord at its cost of fifty percent (50%) shall install a new sign to be located on the corner of 9<sup>th</sup> and Market Street, exclusively for the display of the name of AGENCY tenants in the Building. Tenant at its cost of fifty percent (50%) for the install of the new sign shall be entitled to display its trade name in the sign, without additional cost to the Tenant.

**16.4 Compliance with Laws.** Any sign that Tenant has the right to place, construct, and maintain shall comply with all laws, and Tenant shall obtain any approval required by such laws. Landlord makes no representations with respect to Tenant's ability to obtain such approval.

**17. NOTICE**

**17.1 Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, shall be in writing and either served personally or sent by certified mail, postage prepaid, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address appearing below. Either party may change its address by notifying the other party of the change by personal service or by mail with a return receipt.

**17.2 Notification to County:**

Colusa Sutter Yolo Regional Child Support Services  
PO Box 1385  
Woodland, CA 95776

**17.3 Notification to Contractor:**

Ralph L. Keeley, III  
P. O. Box 907  
Colusa, CA 95932

**18. WAIVER**

**18.1 Waiver.** No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default. It shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by the Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

## **19. RECORDATION/QUITCLAIM DEED**

**19.1 Recordation Prohibited.** This Lease shall not be recorded. The parties shall execute a memorandum of Lease in recordable form referencing only this Lease, the names of the parties, the description of the Premises, the term of this Lease.

**19.2 Quitclaim Deed.** Tenant shall execute and deliver to Landlord on the expiration or termination of this Lease, immediately on Landlord's request, a quitclaim deed to the Premises, in recordable form, designating Landlord as transferee.

## **20. SALE OR TRANSFER OF PREMISES**

**20.1 Effect on Lease.** If Landlord sells or transfers all or any portion of the Premises or the Building, other improvements, and land of which the Premises are a part, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease.

## **21. SURRENDER**

**21.1 Surrender of Premises.** On expiration or termination of the term, Tenant shall surrender to Landlord the Premises, and all Tenant's improvements and alterations, in good condition, except for ordinary wear and tear, except for alterations that Tenant has the right to remove or is obligated to remove under the provisions of this Lease. Tenant shall remove all its personal property at or prior to

the end of the term. Tenant shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property within ten (10) days following the end of the term.

Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this Lease, by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the 10-day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or Tenant's personal property. Tenant shall be liable to Landlord for Landlord's cost for storing, removing, and disposing of any alterations or Tenant's personal property.

If Tenant fails to surrender the Premises to Landlord on expiration or ten (10) days after termination of the term, as required by this paragraph, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

**21.2 Holding Over.** If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be month to month tenancy, terminable on 30 days' notice given at any time by either party. All provisions of this Lease, except those pertaining to term, and option to extend, shall apply to the month-to-month tenancy.

## **22. MISCELLANEOUS PROVISIONS**

**22.1 Time of Essence.** Time is of the essence of each provision of this Lease.

**22.2 Attorney's Fees.** If either party becomes a party to any litigation concerning this Lease or the Premises by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of its own act or any act of its authorized representative, the party that causes the other party to become involved in litigation shall be liable to that party for reasonable attorney's fees and court costs incurred by it in the litigation.

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and cost of suit.

**22.3 Consent of Parties.** Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

**22.4 Successors.** This Lease shall be binding on and inure to the benefit of the parties and their successors, except as provided to the contrary in this Lease.

**22.5 Rent Payable in U.S. Money.** Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

**22.6 Status of Parties on Termination of Lease.** Except as provided to the contrary in this Lease, if a party elects to terminate this Lease as allowed in this Lease, on the date the Lease terminates, the parties shall be released from further liabilities and obligations, and Landlord shall return to Tenant any unearned rent, as long as Tenant is not in default, on the date the Lease terminates.

**22.7 California Law.** This Lease shall be construed and interpreted in accordance with the laws and decisions of the State of California.

For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

**A.** Landlord shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

**B.** The Landlord shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Landlord will post at the job site. All prevailing wage rates shall be obtained by the Landlord from: Department of Industrial Relations Division of Labor Statistics and Research 455 Golden Gate Avenue, 8th Floor San Francisco, California 94102 Phone:(415) 703-4774 Fax: (415) 703-4771 For further information on prevailing wage:  
[http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html)

**C.** Landlord shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

**D.** Landlord shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.

**E.** Prior to commencement of work, Landlord shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations.

**22.8 Provisions are Covenants and Conditions.** All provisions, whether covenants or conditions on the part of Tenant, shall be deemed to be both covenants and conditions.

**22.9 Singular and Plural.** When required by the context of this Lease, the singular shall include the plural.

**22.10 Joint and Several Obligations.** "Party" shall mean Landlord or Tenant. If more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

**22.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

**22.12 Integrated Agreement/Modification.** This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement. All exhibits referred to are attached to this Lease and incorporated by reference. All prior negotiations, discussions, promises, agreements, or understandings are superseded and voided by this Lease.

**22.13 Captions/Table of Contents.** The captions and the table of contents of this Lease shall have no effect on its interpretation.

**22.14 Corporate Authority.** If either party is a corporation, that party shall deliver to the other party on execution of this Lease a certified copy of a resolution of its board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.

**22.15 Asbestos.** Landlord hereby warrants and guarantees that the space leased to the Tenant will be operated and maintained free of hazard from Asbestos Containing Materials (ACM) and agrees to the conditions for survey, testing, and abatement of ACM as applicable. Landlord specifically agrees that, in the event the Tenant elects to exercise its rights under the provisions of Section 7.1 (Alterations/Mechanics' Liens) of this Lease, any costs related to abatement or hazard from asbestos shall be the Landlord's responsibility.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF YOLO:

CONTRACTOR:

By: \_\_\_\_\_

Angel Barajas, Chairman  
Board of Supervisors

Date: 1/18/2022

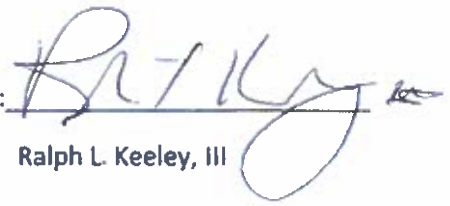
By: Natalie Dillon

Natalie Dillon, Director  
Colusa Sutter Yolo Regional Child Support

APPROVED AS TO FORM:

 \_\_\_\_\_

Philip Pogledich, County Counsel

By:  \_\_\_\_\_  
Ralph L. Keeley, III

Date: 1/13/2022