LEASE AGREEMENT BY AND BETWEEN THE CITY OF RIVERSIDE AND COMMUNITY CONNECT

THIS LEASE AGREEMENT ("Lease") is made and entered into this day of
, 20, by and between the CITY OF RIVERSIDE, a California charter city and
municipal corporation ("City"), and COMMUNITY CONNECT, a California nonprofit corporation
("Lessee").

RECITALS

- A. City owns those certain Properties located at 2060 University Avenue, Riverside, California, 92507, also known as Cesar Chavez Community Center ("Community Center"). City utilizes this Community Center for office space from which various nonprofit corporations or associations may operate programs which benefit the citizens of Riverside.
- B. On September 10, 2012, the City and Lessee entered into a lease agreement for a portion of the Community Center. That lease expired on September 9, 2018. The City and Lessee desire to enter into a new lease agreement as provided herein.
- C. Lessee desires to lease and use a portion of the Community Center consisting of approximately 3,266 square feet of space consisting of 277 square feet known as Room 207, 1,222 square feet known as Room 208, 1,047 square feet known as Room 212, and 720 square feet known as Room 214 (collectively "Premises") in its "as is" condition, for the purpose of administering and operating the program to serve a target area within the boundaries of University Avenue to the north, Chicago Avenue to the east, Victoria Avenue to the west and Martin Luther King Avenue to the south.
- D. City is agreeable to said lease and use subject to the terms and conditions set forth below.

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NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **GRANT OF LEASE:** City hereby grants to Lessee the use of the Premises as are generally depicted on "Exhibit "A," which is attached hereto and made a part hereof by this reference.

Upon the execution of this lease, the City shall discount Six Thousand Nine Hundred Fifty Eight Dollars and Forty Three Cents (\$6,958.43) consisting of compensation for renovations in the amount of One Thousand Six Hundred Seventy Dollars and Thirty Five Cents (\$1,670.35); pest control reimbursement in the amount of Seven Hundred Thirty Five Dollars (\$735.00); and rental discount reimbursement for April 2018 through October 2018 in the amount of Four Thousand Five Hundred Fifty Three Dollars and Eight Cents (\$4,553.08) constituting a thirty (30) percent discount for each of those seven months, from the Eleven Thousand Five Hundred Twenty Five Dollars and Twenty Six Cents (\$11,525.26) owed for monthly rental from July 2018 through January 2019. The remaining balance of Four Thousand Five Hundred Sixty Six Dollars and Eighty Three Cents (\$4,566.83) shall be paid to the City by Lessee prior to the execution of this Lease. 2. TERM: The term of this Lease shall be for two (2) years, commencing September 9, 2018 ("Commencement Date"), and shall terminate on September 8, 2020, unless this Lease is earlier terminated pursuant to the termination provisions contained herein.

3. USE OF PREMISES: The Premises shall be used solely for the purpose of offices from which to administer and operate Lessee's program to benefit the citizens of Riverside and for no other purpose. Such use shall not interfere with the primary function of the City's use of the Community Center. Any uses other than those stated herein shall be mutually agreed upon by City and Lessee. Lessee shall be subject to the following terms and conditions:

- (a) The Premises shall be kept in a safe operating condition at all times, and the Lessee hereby assumes all liability arising from any injury or damage to any person or entity caused by the exercise of the rights herein granted.
- (b) Access to and use of the Premises shall be limited to Lessee, its employees, invitees, agents, and contractors.
 - (c) Lessee shall keep the Premises locked at all times.
- (d) Lessee shall maintain the Premises in a neat, clean and safe condition at all times.
- 4. **CONSIDERATION:** As consideration for City leasing the Premises to Lessee, Lessee shall pay to City a monthly rent of: Two Thousand Three Hundred Eighteen Dollars and Eighty Six Cents (\$2,318.86) from September 9, 2018 through September 8, 2019; Two Thousand Four Hundred Sixteen Dollars and Eighty Four Cents (\$2416.84) from September 9, 2019 through September 8, 2020.
- 5. **NON-DISCRIMINATION:** Except as provided in Section 12940 of the California Government Code, during Lessee's performance of this Lease, Lessee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression or sexual orientation, veteran or military status in use of the Premises during the term of this Lease. Further, Lessee agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Lease.
- 6. **SUPERVISION:** Lessee shall be responsible for supervision and monitoring of all Lessee's activities on the Premises and the Community Center, including control of access to the

Premises at all times, and monitoring and abatement of any nuisance that is caused, or may be caused, by Lessee or Lessee's use. Lessee shall ensure all restrooms are securely locked after Lessee's use.

7. **IMPROVEMENTS**:

- (a) Any tenant improvements shall be subject to City standards.
- (b) Any alterations, improvements or installation of fixtures by Lessee must have the City's prior written consent. Lessee must submit plans to the City before any such actions, and must comply with all City permits and requirements. The City shall not unreasonably withhold its consent. Requests shall be sent to Parks, Recreation & Community Services Superintendent, 6927 Magnolia Avenue, 2nd Floor, Riverside, California 92506.
- (c) All alterations, improvements and fixtures shall become City property and may not be removed.
- (d) Lessee shall be solely responsible for the repair and maintenance of any electrical and communications improvements installed by or on behalf of Lessee during the term of this Lease previously installed for the Premises and operations at the commencement of the term of this Lease. Lessee shall surrender the Premises by the end of the last day of the term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Lessee performing all of its obligations under this Lease. The obligation of Lessee shall include the repair of any damage occasioned by the installation, maintenance, removal of improvements to the Premises by Lessee.

- (e) Improvements to be completed by City and/or Lessee prior to the Commencement Date are as set out and incorporated herein by reference. Lessee understands that the facility is leased in its "as is" condition. However, City is to make repairs and/or replacements to HVAC, plumbing and electrical systems as necessary in order for said systems to be in good repair and operable condition at the Commencement Date.
- 8. **KEYS:** Lessee shall be issued one (1) key to the Premises. Any additional keys will cost Thirty-Five Dollars (\$35). Lessee will be responsible for all costs incurred to enter and re-key the Premises in the event the keys are lost or stolen. All keys must be surrendered to the City upon termination of this Lease.
- 9. **RIGHT OF ACCESS:** City shall permit access by Lessee and the employees and invitees of Lessee to and from the Premises for all purposes contemplated by this Lease; provided, however, that no right of access to the Premises shall be provided at such times as the Community Center is not open to the general public. City's Park, Recreation and Community Services Director ("Director") may change the hours the Community Center is normally open to the public at any time upon forty-eight (48) hours' prior written notice to the Lessee. Currently the Community Center's hours of operation are 8:00 a.m. to 6:00 p.m., Monday through Friday. The Community Center is closed on Saturday, Sunday, and holidays.

In the event Lessee desires access to the Premises other than the times the Community Center is normally open to the general public, such access may be permitted subject to two (2) weeks' advance written notice to City. Lessee shall pay to City an after-hour use fee. The fee will be based upon the costs associated with City's Park, Recreation and Community Services staff time and/or established by resolution of the City Council of City. Such fee shall be considered as

additional payment due City hereunder. City shall send an invoice to Lessee setting forth the total amount owed for such after-hours use. Lessee shall pay such invoice within thirty (30) days.

- or store or allow any placement or storage of any hazardous waste, hazardous material or flammable materials within the boundaries of the Community Center, and that it will not commit any waste upon or damage to the Community Center and Premises, nor suffer any to be done. Lessee also specifically agrees that it will not allow others to take such actions within the boundaries of the Community Center. Lessee further agrees that it will keep the Premises clean, free from rubbish and debris, and in a condition satisfactory to City in accordance with Section 7.
- 11. HAZARDOUS SUBSTANCES INDEMNITY: Lessee expressly agrees to and shall indemnify, defend, release, and hold the City, its officers, officials, directors, agents, servants, and employees harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal or clean-up, and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorneys' fees, expert fees and court costs) in any way related to the disposal, treatment, transportation, manufacture or use of any Hazardous Substances on, in, under or about the Community Center and Premises by Lessee, its officers, directors, agents, servants or employees. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Lease.
- 12. **HAZARDOUS SUBSTANCES DEFINED:** Hazardous Substances shall mean any: (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to CERCLA, 42 U.S.C. § 9601, et seq.; the Hazardous

Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Hazardous Waste Control Act, California Health and Safety Code ("H&SC") § 25100, et seq.; the Hazardous Substance Account Act, H&SC § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H&SC § 25249.5, et seq.; Underground Storage of Hazardous Substances H&SC § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H&SC § 25300, et seq.; the Hazardous Waste Management Act, H&SC § 25170.1, et seq.; Hazardous Materials Response Plans and Inventory, H&SC § 25001, et seq.; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as amended, or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect; (b) substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes; (c) petroleum, crude oil, or any substance which contains gasoline, diesel fuel, or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and (d) polychlorinated biphenyls (PCB), radon gas, urea, formaldehyde, asbestos and lead.

13. UTILITIES/CUSTODIAL/MAINTENANCE: City shall be responsible for the utility costs and maintenance, servicing and repairs of the existing HVAC system for the initial two (2) year term of this Lease. Should this lease be extended beyond the initial two (2) year term or Lessee enters into another lease with the City, utilities will be calculated at their then-current price and Lessee shall be responsible for all utility costs. Other than the HVAC system, Lessee

may, at its option, remove a piece of City's equipment and/or fixtures by providing City with prior written notice of such and returning such equipment and/or fixtures to City.

The Lessee shall provide janitorial services as its own expense for the Premises. City shall provide janitorial services for the common areas, including the restrooms, of the Community Center. City will maintain yearly Vector Control for the Cesar Chavez Community Center. Lessee agrees to take reasonable steps to prevent, control and report any signs of pests immediately. Lessee agrees to inspect the Property and his/her personal property for signs of pests on a routine basis. In the event that pests or vermin are detected in the Property and reported by the Lessee, City agrees to take all reasonable steps necessary to control or destroy the pests by using the proper protocol as determined by a licensed pest control service. City agrees to provide the first treatment at no cost to tenant, unless there is evidence that Lessee and/or Lessee's guests created the environment that could have or actually did create the pest problem. City agrees to take all reasonable steps to address any identified pest issue. Upon the discovery of any pest issue, City shall provide a 48 hours prior written notice delivered either to the Lessee, posted to the door, or electronically to the Lessee for treatment. Lessee agrees to prepare the property and their personal property for any pest control treatment. Lessee further agrees to comply with all recommendations and requests from City and pest control specialists prior to the professional treatment including but not limited to: placing all food in properly sealed containers and cleaning the office space and all food preparation areas on a daily basis.

14. TAXES: Lessee is a tax-exempt organization under the laws of the State of California and the United States Internal Revenue Service. Without admitting any such liability, Lessee recognizes and understands that this Lease may create a possessory interest subject

to Premises' taxation pursuant to California Revenue and Taxation Code Section 107 and that Lessee may be subject to the payment of Premises' taxes levied on such interest if such a determination is made by the Riverside County Tax Assessor or other government entity with the authority to make such determination. All taxes and assessments which become due and payable with respect to the Premises, and any improvements thereon, shall be the sole responsibility of Lessee, and any such payments shall not reduce any payment due City hereunder.

If Lessee shall, in good faith, desire to contest the validity, the imposition or the amount of any tax or assessment or any other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so; provided, however, the Lessee shall not permit or allow any lien to be placed or assessed upon the Premises or any improvements thereon.

- any improvements made thereto at any time to ensure compliance with the terms of this Lease. Any repairs found necessary as a result of inspections are the responsibility of Lessee and shall be made promptly by Lessee, but in no event shall such repairs be initiated by Lessee later than ten calendar days after receipt of written notification of the need for such repairs, and such repairs shall be completed within a reasonable time after receipt of such notification. Lessee shall be solely responsible for the cost of any repairs deemed necessary by the City.
- 16. **FREE FROM LIENS OR CLAIMS:** Lessee shall keep the Premises free from any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the insistence of or on account of Lessee, and Lessee further agrees to indemnify and save harmless City from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed or

materials furnished. The City at any time may post and keep posted on the Premises appropriate notices to protect the City against the claims of any such persons, firms or corporations.

- 17. **INSURANCE:** Prior to City's execution of this Lease, Lessee shall obtain and shall thereafter maintain during the term of this Lease at Lessee's sole expense, or maintain a program of self-insurance of commensurate levels, such commercial general liability insurance as required to insure Lessee against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with or acting for or on behalf of Lessee.
- (a) All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a liability rating of A or higher and a financial rating of at least VII.
- (b) Lessee's commercial general liability policy shall cover both bodily injury (including death) and property damage (including, but not limited to, the Premises' operations liability, products-completed operations liability, independent contractors' liability, personal injury liability and contractual liability), in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
- (c) These minimum amounts of coverage shall not constitute any limitation or cap on Lessee's indemnification obligations under Section 20 hereof.
- (d) Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Lease, for commercial general liability, shall be filed with City and shall include City, their officers, agents and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following:

- "It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy."
- (e) The policies shall not be cancelled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail.
- (f) City, its agents and employees make no representation that the limits of the insurance specified to be carried by Lessee pursuant to this Lease are adequate to protect Lessee. If Lessee believes that any required insurance coverage is inadequate, Lessee will obtain such additional insurance coverage as Lessee deems adequate, at Lessee's sole expense.
- 18. **NONINTERFERENCE WITH USE:** Lessee's use of the Premises and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's operations. City shall at all times have access to the Premises. The rights herein granted are not exclusive rights and in no way limit the City's use of the Community Center and/or Premises for purposes not inconsistent with the uses granted herein.
- 19. **INDEMNIFICATION:** Except as to the sole negligence or willful misconduct of City, Lessee shall protect, defend, indemnify, and hold City and its officers, agents, employees, and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the Premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, Lessees, invitees or guests, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of City and/or its officers, employees or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or

negligent conduct, whether active or passive, on the part of Lessee or any of Lessee's officers, agents, employees, contractors, subcontractors, Lessees, invitees, or guests. City shall give Lessee reasonable notice of any such claims or actions. Lessee shall use counsel reasonably acceptable to City in carrying out its obligations hereunder.

The parties expressly agree that any payment, attorney fee, cost or expense City may incur or makes to or on behalf of an injured employee under City's self-administered workers' compensation program is included as a loss, expense or cost for the purpose of this section, and that this section shall survive termination of this Lease.

- 20. **ASSIGNMENTS AND SUBLEASES:** This Lease is personal to Lessee, and Lessee shall not assign, sublease, or transfer this Lease or any privilege thereunder, in whole or in part, and any attempt to do so shall be void and shall confer no right on any third party.
- 21. **NON-POSSESSORY INTEREST:** No permanent or possessory interest shall accrue to Lessee in the leased Premises by reason of this Lease or by exercise of the permission given and Lessee agrees to claim no such interest.
- 22. GOVERNING LAW AND JURISDICTION: Lessee agrees that in the exercise of its rights under this Lease, Lessee shall comply with all applicable federal, state, county and local laws and regulations in connection with its use of the Premises. The existence, validity, construction, operation and effect of this Lease and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

23. **TERMINATION:** In addition to the other methods of terminating this Lease, as provided herein, this Lease may be terminated for any reason by City or Lessee, at any time upon ninety (90) days' notice in writing.

Upon termination of this Lease in any manner provided in this Lease, the Premises shall remain in their improved condition, including, but not limited to, all improvements, landscaping (personal property not applicable) existing on the Premises at the time of termination, unless the City submits a written request to Lessee that some or all of the improvements be removed, in which case Lessee is given thirty (30) days to complete said removal of the improvements as identified by City. Should the City accept the Premises with all improvements thereon, and then such improvements shall become the property of the City.

If the Premises are abandoned by the Lessee for a period of two (2) months, all rights of the Lessee shall automatically terminate hereunder. Further, if Lessee fails to conform to the terms and conditions of this Lease, all of the Lessee's rights hereunder shall terminate.

No termination hereunder shall release the Lessee from any liability or obligation, which may have attached or accrued prior to or which may accrue as of the time of termination of this Lease.

24. **DAMAGE/DESTRUCTION:** Lessee shall be responsible for any damage or destruction to the Community Center and/or Premises resulting from acts or omissions of Lessee's officers, agents, employees, invitees, or guests, and shall repair or compensate City for such damages or destruction and shall return the Premises to City upon termination of this Lease, in the same condition as when received or following construction of any and all improvements, excepting reasonable wear and tear and damages by civil disorders, the elements, act of God or any circumstances over which Lessee has no control.

25. **DEFAULTS/REMEDIES:** Notwithstanding Section 23, Termination, above, if Lessee defaults on any payments due or any condition under this Lease and if Lessee remains in default for three (3) days after service of notice of such default, City, acting by and through its City Manager, may treat such default as a total breach of this Lease and thereupon declare this Lease terminated. In case of any other default upon the part of Lessee, City may give written notice of the same of Lessee and if the same shall not be corrected within ten (10) days after the giving of such notice or such longer period provided in said notice, City, acting through its City Manager, may treat such default as a total breach of this Lease and thereupon declare this Lease terminated.

If after service of a notice of default, Lessee fails to cure such default within the time provided in said notice, City may at any time thereafter recover possession of the Premises by any lawful means and remove Lessee or other occupants and any possessions thereof. If this Lease shall have been so terminated by City, City shall have the right to any other remedy or remedies provided by law.

City's failure to enforce any right or provisions of this Lease shall not be construed as a waiver of the right to do so without written notice by City of the intent to waive such right. City's waiver of any default by Lessee shall not constitute a waiver of any future default or defaults in the absence of written notice of City's intent to waive such default.

26. **HOLDING OVER/ABANDONMENT:** If Lessee fails to vacate the Premises upon termination of this Lease, Lessee agrees to pay City a fee of One Hundred Dollars (\$100.00) per day for each day that Lessee occupies the Premises beyond termination of this Lease.

Unless special arrangements have been made by the parties, any personal property left on the Community Center and/or Premises for two (2) months shall be deemed abandoned and the property of the City. Lessee shall reimburse City upon receipt from City of an invoice evidencing the cost of

said removal, less any offsets, if any. Lessee agrees that City may dispose of the personal property without notice to the Lessee and without sale at a public auction. Lessee expressly waives the requirements of California Civil Code Section 1980, et seq., relating to the disposition of personal property remaining on the Community Center and/or Premises at the termination of a tenancy, and to the extent applicable, the provisions of California Code of Civil Procedure Section 1174.

- 27. **ENTIRE AGREEMENT:** This Lease embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this Lease. This Lease may only be modified or amended by the mutual consent of the parties in writing.
- 28. **NOTICES:** Service of any notices, bills, invoices or other documents required or permitted under this Lease shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

<u>City</u>: <u>Lessee</u>:

Fax:

(951) 351-6100

City of Riverside Community Connect
Kenneth Trettin Marie Davis, CEO
Property Management 2060 University Avenue
8095 Lincoln Ave. Riverside, CA
Riverside, Ca. 92504 Phone: (951) 686-4402

Phone: (951) 351-6154

29. **SEVERABILITY:** Each provision, term, condition, covenant and/or restriction, in whole or in part, in this Lease shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Lease is declared invalid, unconstitutional or void for any reason, such provision or part thereof shall be severed from this

Lease and shall not affect any other provision, term, condition, covenant and/or restriction of this Lease and the remainder of the Lease shall continue in full force and effect.

- 30. **PARAGRAPH TITLES:** The paragraph titles of this Lease are: (i) inserted only for the convenience of the parties; (ii) are not intended to describe, limit or otherwise affect the provisions in the portions of the Lease to which they pertain; and (iii) in no way describe, define, limit or otherwise affect the scope or intent of this Lease or in any way affect the agreement of the parties set out in this Lease.
- 31. **RESERVATIONS:** The Lease is subject to all reservations, restrictions, rights and rights-of-way of record.
- 32. **AUTHORITY:** The individuals executing this Lease and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on the date and year first written above.

CITY OF RIVERSIDE, a California charter city and municipal corporation	COMMUNITY CONNECT, a California nonprofit corporation
By: City Manager	By: Name MARGE PAIS
ATTEST:	Title
By:	By: Steve Hemenway Name Title Board Chair
Approved as to Form:	
By: Deputy City Attorney	

EXHIBIT "A"



