21-008

**SUBLEASE AGREEMENT BETWEEN CHILDREN AND FAMILIES COMMISSION OF SUTTER COUNTY AND SUTTER COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**

This Sublease Agreement is made this 26 day of ~~November~~ December January ~~2020~~ 2021 between Tenant Children and Families Commission of Sutter County and Subtenant Sutter County Health and Human Services Department.

Tenant hereby agrees to sublease, and Subtenant agrees to rent the office space located at 1531 Butte House Road, known as Suite "A" (Premises). Premises is approximately 2,500 square feet of leased space in the commercial real property known as Refuge Plaza, Yuba City, California.

Tenant and Landlord, Richard W. Campbell as successor in interest to Victor and Dorothea Guynup Trust UTD 3/20/81, entered into a lease agreement for Suite "A" for a term which began on November 1, 2013 and is set to terminate on December 31, 2023 (herein referred to as the "Master Lease"). A copy of the Master Lease and Grant Deed transferring interest from Victor and Dorothea Guynup Trust UTD 3/20/81 to Richard W. Campbell is attached to this Sublease Agreement.

1. TERM:
    a. This sublease shall begin on January 1, 2021 and end on December 31, 2021.
    b. Provided Subtenant is not in default in the performance of this Sublease and Landlord approves, Subtenant will have the option to renew the Sublease for an additional term of 24 months commencing at the expiration of the initial Sublease term. All terms and conditions of the Sublease will apply during the renewal term.
    c. The option will be exercised by written notice given to Tenant not less than 60 days prior to the expiration of the initial Sublease term. If notice is not given within the specified time, this option will expire.
2. Rent
    a. Subtenant agrees to pay Tenant an amount of $27,672.48 per year as rent.
3. Security Deposit
    a. Subtenant shall deposit an amount of $0 to be held by Tenant as security deposit. Tenant shall have the right to make deductions from this security deposit for any payments due and to make good on any default of this Sublease Agreement by the Subtenant.
    b. Upon termination of this Sublease Agreement, Tenant shall refund any remaining amount of this security deposit to the Subtenant.

4. Master Lease

    a. Subtenant is subject to all terms and conditions of the Master Lease, except for the terms in the Master Lease which are directly contradicted by this Sublease Agreement. In such event, the terms of this Sublease Agreement shall control over the Master Lease.

    b. Subtenant agrees to fully and timely perform all of Tenant's applicable/relevant duties and obligations under the Master Lease. Subtenant also agrees to hold Tenant harmless from all liability, judgments, costs, damages, claims or demands arising out of Subtenant's failure to comply with the Master Lease.

    c. Tenant hereby represents to Subtenant that there is no existing default of the Master Lease by any party.

5. Conditions of Premises

    a. Subtenant has inspected the Premises and has accepted this Premises and all existing improvements in their present condition, on an "as-is" basis. Upon the commencement of this sublease term, Tenant shall not be required to make any repairs or improvements for the benefit of Subtenant, but this does not relieve Tenant of any obligation to Landlord under the Master Lease.

6. Use of Premises

    a. The Premises are to be used for social services to Sutter County residents.

    b. Except as otherwise provided in this Sublease, Subtenant and its employees shall only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Master Lease.

    c. Subtenant agrees to comply with all other applicable provisions of the Master Lease and will not do anything that would constitute a violation of any part or condition of the Master Lease.

7. Insurance

    a. Subtenant, at its sole expense, shall maintain insurance insuring Tenant and Subtenant with minimum coverage as provided in the Master Lease. Subtenant will provide Tenant with a Certificate of Insurance naming Tenant as an additional insured. The policy will require thirty days written notice to Tenant prior to cancellation or material change of coverage.

8. Assignment and Sublet

    a. Subtenant shall not assign this sublease or sublet any part of the Premises.

9. Governing Law

   a. The laws of the State of California shall govern this Sublease. Any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

10. Legal Fees

   a. If any party takes legal action to enforce any of the terms of this Sublease Agreement, the losing party shall pay the attorney fees for the prevailing party in addition to other relief.

CHILDREN AND FAMILIES COMMISSION – TENANT

Michele Blake
Executive Director

11/19/20
Date

APPROVED AS TO LEGAL FORM
SUTTER COMMISSION COUNSEL

By Blake S. Sequeira

COUNTY OF SUTTER - SUBTENANT

Nancy O'Hara
Director, Health and Human Services

1/28/21
Date

Mat Conant
Interim Chairman, Board of Supervisors

1/26/2021
Date

APPROVED AS TO LEGAL FORM
SUTTER COUNTY COUNSEL

By Deborah Michelli

The Landlord hereby agrees to the sublease of the above Premises according to the terms and conditions of his Commercial Sublease agreement.

RICHARD W. CAMPBELL – LANDLORD

By: _____ Date 11 19 20

# OFFICE LEASE

This lease is between Victor and Dorothea Guynup Trust UTD 3/20/81 ("Landlord") and the Children and Families Commission of Sutter County ("Commission").

The Landlord is represented by Meagher & Tomlinson Company (CA License #00527553) ("Broker") in this transaction. Broker will be compensated by Landlord pursuant to separate agreement between Broker and Landlord.

1. **Description of Premises.** Subject to the terms and conditions set forth below, Landlord leases to Commission the office space located at 1531 Butte House Road, known as **Suite "A"** (2,500 +/- Square feet) "leased space". The leased space is part of the commercial real property known as Refuge Plaza, Yuba City, California.

2. **Term**

(a) The initial term for **Suite "A"** shall be five (5) years, and two (2) months, and begins at 12:01 a.m. on November 1, 2013 and expires at 12:01 a.m. on December 31, 2018, unless terminated earlier in accordance with this section or Sections 10, 11, or 12:

(b) The optional five (5) year extended term for **Suite "A"** begins at 12:01 a.m. on January 1, 2019 and expires at 12:01 a.m. on December 31, 2023, unless terminated earlier in accordance with this section or section 10, 11, or 12. The extended term covers the leased premises described in Section 1 unless the Commission notifies Landlord before August 1, 2018, in accordance with Section 16 that the Commission will terminate the lease for Suite "A" as described in Section 1 at 12:01 a.m. on December 31, 2018.

(c) If the Commission remains in possession of the leased space or any portion of it after the termination or expiration of this lease, then that possession will create a month-to-month tenancy on the terms set forth in this lease, terminable by either party on 30 days notice given in accordance with Section 16.

Commission enters into this lease in reliance on the continued availability of State and Federal funding appropriated to pay rent for the leased space. If, at any time during the term of this lease funding is no longer available or is reduced, then Commission may unilaterally terminate this lease or modify it to reflect the lost or reduced funding (e.g. by deleting one or more of the suites identified in Section 1 and decreasing rent in proportion to the decrease in total square footage) by giving Landlord 90 days prior notice in accordance with Section 16. Rent shall be pro-rated to the termination date, subject to any reductions or offsets authorized by law or this lease, and termination shall relieve Commission of all obligations under this lease.

3. **Rent.** Commission shall pay Landlord the following monthly rent in accordance with Section 16. Landlord shall extend free rental during months one (1) and two (2), of the rental term. The initial rent for **Suite "A"** shall be $1,875 a month. The rent for **Suite "A"** will remain firm through 2014. Thereafter rent shall be adjusted upward by 3% on an annual basis.

Commission to pay a security deposit in the amount equal to one month rent, along with one month's prepaid rent, upon Lease execution. Prepaid rent to be applied to month three (3) of the Lease term.

During any holding over, rent will be at the rates in effect when the term of this lease is terminated or expires.

Rent must be received by the 10th of the month. If rent is not received by the 10th of the month, then Landlord may serve Commission with notice of non-payment in accordance with Sections 12 and 16.

4. **Use of Premises.** The leased space shall be used for general office purposes by Commission. Other uses are permitted only with Landlord express written consent.

5. **Parking.** Commission's rights under this lease include unlimited use of the parking facilities at the commercial real property known as Refuge Plaza by—

(a) Commission employees, and

(b) Members of the public who have business at the leased space.

6. **Utilities.** Landlord shall pay for water, sewer services, and trash. Commission shall pay for electrical, telephone, and natural gas services.

7. **Alterations by Commission.** At its own expense, Commission may (a) paint the interior of the leased space, (b) place a sign or signs (approved by Landlord for design and size) on the exterior of the leased space, and (c) install fixtures, hardware, and equipment in the leased space as desired. All signs, fixtures, hardware, and equipment shall remain Commission's property and Commission shall remove them at any time. Commission shall repair, at its sole cost, any damage caused by removal. Commission shall not otherwise alter, add to, or improve the leased space without Landlord express written consent.

8. **Landlord' Obligation to Maintain and Repair.** During the lease term and except as otherwise provided in this lease, Landlord shall do the following at its sole expense;

(a) Landlord will perform all major maintenance on the premises, keep the premises watertight and be responsible for HVAC repair or replacement subject to Tenant's obligations under article 9 (Commission Obligation to Maintain and Repair).

(b) Maintain and repair all common areas, including parking facilities, at the commercial real property known as Refuge Plaza; and

Requests for maintenance shall be submitted by e-mail, letter, or telephone to the Landlord. The Landlord will respond to routine maintenance requests within seven (7) calendar days of the request and shall respond to safety related emergency requests within 72 hours of the request.

9. **Commission's Obligation to Maintain and Repair.**

(a) The Commission shall perform "self help maintenance" on the interior of the office space defined as replacing lightbulbs, clearing simple drain or toilet clogs, replacing air filters, touch-up painting of interior walls and partitions, and interior electrical switches and receptacles. Minor repairs may be performed by Commission staff.

(b) Provide custodial maintenance for those areas under its exclusive control including the furnishing of restroom supplies such as toilet paper, paper towels, toilet seat covers, and soap.

(c) Provide, inspect, and maintain fire extinguishers in accordance with the Requirements of Cal-OSHA and the California State Fire Code.

(d) Commission will perform preliminary diagnosis and minor repair of HVAC units. Commission's total obligation for time and materials for HVAC diagnosis and minor repairs, plus parts and labor for such repair, shall not exceed $250 per unit, per year.

(e) Commission shall repair, at its sole expense, all damage caused to the leased space by Commission's negligent use. When this lease is terminated or expires, Commission shall surrender the lease space in a condition comparable to the condition it was first occupied. Commission's obligation under this section does not extend to ordinary wear and tear, damage from any cause not the fault of the Commission, and work covered by Section 8 of this agreement.

(f) Make repairs to or alterations of, the leased space and common areas that may be required to comply with all Federal, State, and local statutes, ordinances, regulations, rules, and orders and as outlined but not limited to the corrections on Exhibit 'A' attached hereto.

10. **Damage to Leased Space.** If the leased space is damaged by any cause not the fault of Commission, then Landlord shall promptly repair the damage at its sole expense; moreover, if Commission is deprived of the use of all or a substantial part of the leased space pending such repairs, then rent shall be reduced in proportion to the extent of the deprivation until repairs are complete. Notwithstanding the previous sentence, if the damage cannot be repaired so that the leased space is substantially restored to Commission's use within 45 days after the damage occurs, then Commission may terminate this lease by giving Landlord written notice and Commission shall vacate the leased space by the termination date specified in the notice. Rent shall be pro-rated to the termination date, subject to any reductions or offsets authorized by law or this lease, and termination shall relieve Commission of all other obligations under this lease.

11. **Remedies for Landlord' Breach.** Landlord' performance of its obligations under this lease is a condition precedent to its right to collect rent from Commission or otherwise enforce this lease. If Landlord fails to perform any of its obligations, then Commission may serve Landlord with written notice describing the failure and demanding that it be cured. If the failure is not cured within 30 days (or for emergency repairs covered by Section 8(a) within 72 hours)

after Landlord receives the notice, then Commission may (a) incur all expenses needed to cure the failure and deduct those expenses from rent owed or (b) give Landlord written notice declaring that this lease is terminated and vacate the leased space by the termination date specified in the notice. Rent shall be pro-rated to the termination date, subject to any reductions or offsets authorized by law or this lease, and termination shall relieve Commission of all obligations under this lease.

12. **Remedies for Commission's Breach.** Landlord may declare this lease terminated if Commission-

(a) fails to pay rent within five days after receiving Landlord written notice of nonpayment demanding that rent be paid and declaring that the lease will be terminated;

(b) fails to perform any of its other obligations under this lease within 30 days of receiving Landlord' written notice describing the failure and demanding that it be cured; or

(c) abandons the leased space (as provided in Civil Code Section 1951.3) before the lease term expires.

Such termination shall be effective when Landlord gives Commission written notice of termination and Commission shall vacate the leased space as soon as is practical. Rent shall be pro-rated to the termination date, subject to any reductions or offsets authorized by law or this lease, and termination shall relieve Commission from all obligations under the lease. Landlord may recover from Commission the damages specified in Civil Code Section 1951.2, except that Landlord may not recover the damages specified in Paragraph (3) of Subdivision (a).

13. **Insurance.** During the initial and extended term of this lease-

(a) Landlord shall maintain and pay the premiums on (1) a fire insurance policy covering the building in which the leased space is located and (2) a commercial liability policy or equivalent covering its activities as owner and lessor of the commercial property known as Refuge Plaza, with a combined single limit of $1 million; and

(b) Commission shall maintain, at its sole expense, a fire insurance policy covering the contents of the leased space and a commercial liability or equivalent covering its activities under this lease, with a minimum combined single limit of $1 million (Commission may be self-insured in whole or part).

Landlord' commercial general liability policy shall name Commission, Commission's officers, members of the Board of Supervisors of Sutter County, employees, and agents as additional insureds; and Commission's commercial general liability policy or equivalent coverage shall name Landlord as additional insureds. Additional insured coverage shall be primary to any insurance carried by the other party. Landlord waives its rights of recovery for damage to its personal property, to the leased space, or to the building in which the leased space is located if such damage is caused by fire, flood, lightning, vandalism, or the "extended coverage" perils

defined in insurance policies approved for use in this State. Within ten days after the lease term begins, each party shall provide the other with a certificate or certificates of insurance showing that the required insurance is in force, including all endorsements. Each party shall endeavor to give the other at least 30 days written notice before any insurance policy is canceled or materially changed.

14. **Subleases and Assignments.** Commission shall not sublet any part of the leased space or assign this lease or any interest in it without Landlord' prior written consent. Any such consent given by Landlord shall not be considered consent to other subleases or assignments.

15. **Indemnity.** Commission shall indemnify, defend, protect, and hold Landlord against any liabilities, claims, demands, damages, and costs that arise in any way from Commission's negligent use of the leased space during the initial and extended term of this lease and any holding over. Landlord shall indemnify, defend, protect, and hold Commission, Commission's officers, members of the Board of Supervisors of Sutter County, employees, and agents harmless against any liabilities, claims, demands, damages, and costs that arise in any way from Landlord' negligent use, maintenance, or repair of leased space of the commercial real property known as Refuge Plaza during the initial and extended term of this lease and holding over. This section shall survive termination or expiration of this lease.

16. **Notices.** All correspondence regarding this lease, including any invoices, rental payments, notices, or demands, shall be directed to the following persons at the following addresses either by personal delivery (including overnight delivery services) or by U. S. Mail, postage prepaid:

(a) Victor and Dorothea Guynup Trust, P.O. Box 2308, Santa Rosa, CA 95405.

(b) Children and Families Commission of Sutter County, 1531-A Butte House Rd., Yuba City, CA 95993

Notices must be written and actually received to be effective. The foregoing addresses may be changed by written notice.

17. **Compliance with Law.** Landlord and Commission shall each comply with all Federal, State, and local statutes, ordinances, regulations, rules, and orders that concern the use and safety of the leased space and, with respect to Landlord, the use and safety of the commercial real property known as Civic Center Plaza.

18. **Interpretation.** This lease shall be interpreted and applied in accordance with California law. Because this lease was freely and voluntarily negotiated by Commission and Landlord and has been reviewed by their attorneys, the rule of contract interpretation that interprets ambiguities against the drafter shall not apply.

19. **Jurisdiction.** Any litigation concerning this lease shall be brought in the Consolidated Municipal and Superior Court of Sutter County.

20. **Integration.** This lease sets forth the parties' entire understanding regarding the matters set forth in Sections 1 through 19. It supersedes all prior written agreements and representations between parties, written and oral, including all prior leases concerning all or part of the leased space. Except as provided in Section 2, it may be modified only by a written agreement signed by Commission and Landlord.

CHILDREN AND FAMILIES COMMISSION
OF SUTTER COUNTY "COMMISSION"

BY_____
JIM WHITEAKER, CHAIRMAN

ATTEST:

BY_____

VICTOR AND DOROTHEA GUYNUP
TRUST UTD 3/20/81 "LANDLORD"

By_____ 10/28/13

APPROVED FOR LEGAL FORM
SUTTER COMMISSION COUNSEL

By_____
Deputy

**EXHIBIT A – OFFICE SPACE IMPROVEMENTS**

**REFUGE PLAZA**
**1531 BUTTE HOUSE ROAD, SUITE "A"**

## Exterior Doors

I. Main Entry Door

a. Bottom of door(stile) is too narrow in height, ADA requires 10" minimum
b. Deadbolt needs to be removed and holes plugged (does not conform to ADA standard or Fire Code)
c. Door needs a closure; latch closing speed is excessive (presently have spring loaded hinges), does not conform to ADA standards

II. Conference Room Exit Door

a. Deadbolt needs to be removed and holes plugged (does not conform to ADA standard or Fire Code)
b. Replace or rekey panic hardware on door
c. Door is splitting apart below the throw bolt of the deadbolt, door needs replacement or repaired.
d. Door is not painted, has factory prime coat only

III. Rear Exit Door

a. Deadbolt needs to be removed and holes plugged (does not conform to ADA standard or Fire Code)
b. Install panic hardware with a keyed lever handle on the inside of the shared hallway
c. The door hits the jam at the top on the latch side of the door. Takes excessive pressure to open or close it

**AGREEMENT BETWEEN RICHARD W. CAMPBELL AS SUCCESSOR IN INTEREST TO VICTOR AND DOROTHEA GUYNUP TRUST UTD 3/20/81 AND CHILDREN AND FAMILIES COMMISSION OF SUTTER COUNTY TO ALLOW SUBLEASE OF LEASED PROPERTY TO THE SUTTER COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**

This is an agreement between the Children and Families Commission of Sutter County (Lessee), which leases the office space located at 1531 Butte House Road, known as Suite "A" (Suite "A"), and Richard W. Campbell (Lessor). Lessee leases Suite "A" under a lease term which began on November 1, 2013 and is set to terminate on December 31, 2023 (Lease) between Lessee and Victor and Dorothea Guynup Trust UTD 3/20/81. Richard W. Campbell is the successor in interest to Victor and Dorothea Guynup Trust UTD 3/20/81. A copy of the Lease and Grant Deed conveying interest from Victor and Dorothea Guynup Trust UTD 3/20/81 to Richard W. Campbell is attached.

Under paragraph 14 of the Lease, Lessee is permitted to sublet Suite "A" only with written approval from Lessor. This Agreement constitutes that written approval, subject to the following terms:

1. Lessor agrees to allow Lessee to sublet Suite "A" to Sutter County Health and Human Services Department (Sublessee), for a period of January 1, 2021 to December 31, 2021.
2. Lessee will retain full responsibility for the rent and all other terms of the Lease during this time period.
3. Sublessee will have no contractual relationship with the Lessor and will vacate on the date specified above unless a renewal lease is approved by the Lessor.
4. Lessee understands that Sublessee's violation of the Lease (or other conduct that would support a lease termination) may result in termination of the Lease.

CHILDREN AND FAMILIES COMMISSION – LESSEE

Michele Blake
Executive Director

11/9/20
Date

APPROVED AS TO LEGAL FORM

SUTTER COMMISSION COUNSEL

By Blake J. Segueira

COUNTY OF SUTTER - SUBLESSEE

_____

Nancy O'Hara
Director, Health and Human Services

_____

Date

Ron Sullenger
Chairman, Board of Supervisors

_____

Date

APPROVED AS TO LEGAL FORM
SUTTER COUNTY COUNSEL

By Deborah Michelli

RICHARD W. CAMPBELL – LESSOR

By:

11 6 20

Date