

Attachment 2

San Luis Obispo County Office of Education

3350 EDUCATION DRIVE, SAN LUIS OBISPO, CA 93405 DISTRICT

OFFICE (805) 543-7732 • FAX (805) 541-2605

FACILITIES LEASE RENEWAL AGREEMENT

Amended July 1, 2025

Paso Robles First 5 Early Education Center

This Lease Agreement is made and executed by and between the **San Luis Obispo County Office of Education**, hereinafter referred to as "Lessor"; and the **City of El Paso de Robles**, hereinafter referred to as "Lessee." Lessee hereby offers to rent from Lessor the premises situated in the City of Paso Robles, County of San Luis Obispo, State of California, described as:

DSA-approved relocatable structure, 1,290 sq. ft, located at 3600 Oak Street, #101,
Paso Robles, CA 93446

upon the following terms and conditions:

Facility	Sq. Feet	Monthly Rent	Annual
DSA-Approved Relocatable Structure 3600 Oak Street, #101 Paso Robles, CA 93446 \$0.66/sq. ft.	1,290		\$1
Utilities Invoiced (33% for 3600 Oak St)			\$9,258
TOTAL			\$9,259*

**An approximate figure, based on 2024-25 costs for utilities, which may be adjusted according to actual costs as they occur.*

1. TERM:

Term of this Lease Agreement shall commence on September 22, 2025 and expire on September 30, 2026. If this agreement has not been previously terminated, automatic renewal of the term for one additional year will occur. Notification of non-renewal for the upcoming year by either party to the other party must be given, pursuant to Section 19 ("Notification") of this agreement, no less than 120 days prior to the expiration of the current term.-

2. RENT:

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For and in consideration of the provisions of this Agreement, including the length of term, Lessee agrees to pay, and Lessor agrees to accept, the sum of **One Dollar (\$1.00)** per year as the annual rental amount. Payments are due upon invoice, which will be sent semi-annually together with charges for utilities, and shall constitute the total rental for the Leased Premises in consideration of the right of the use and occupancy of and the continued quiet use and enjoyment of the Leased Premises during each year.

3. UTILITIES:

Lessee will pay to Lessor proportionate share of utilities. **Utility costs will be based on 33% of costs for water, sewer, electricity and waste removal at 3600 Oak Street.** Lessor shall provide to Lessee an invoice and evidence satisfactory to Lessee of the costs of such utilities, including the calculation used to determine Lessee's proportionate share. Lessee shall pay its proportionate share of the utilities costs within thirty (30) days after receipt by Lessee of the invoice and evidence of such costs.

4. USE:

The ~~above described~~above-described premises are to be used for the purpose of providing library and outreach services or for other similar types of educational, community, or staff development programs that may be conducted or sponsored by the City from time to time.

5. USES PROHIBITED:

Lessee shall not use any portion of the premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premises.

6. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and at the option of the Lessor, may terminate this Agreement.

7. ORDINANCES AND STATUTES:

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Leased Premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any State or Federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.

8. MAINTENANCE, CUSTODIAL, REPAIRS, ALTERATIONS:

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A. Lessee acknowledges that the premises are clean and in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times during the term of this Agreement, maintain the Leased Premises in clean, good and safe condition. Lessee is specifically responsible to maintain glass, accessible wiring and lighting fixtures and bulbs, accessible plumbing, appliances, wall coverings, white boards, carpets and floor tiles, and heating units reasonably accessible to Lessee, in operating condition. In order to maintain Lessor's quality standards, Lessee shall consult with or have contracting service workers consult with Lessor before repairing or replacing any glass, accessible wiring or lighting fixtures, accessible plumbing, appliances, wall coverings, white boards, carpets or floor tiles, and heating units reasonably accessible to Lessee.

B. Lessor shall be responsible for all maintenance and repairs to all areas and improvements outside the Leased Premises, including building exteriors, roof, utility lines and hookups and piping and plumbing which provide utilities and water to the Leased Premises, entry and other common areas, lobbies, parking lots, and providing accessibility to the Leased Premises in compliance with the Americans with Disabilities Act. Lessor will respond to problems reported by Lessee to the Lessor's Director of Operational Services at phone number 805-782-7257, for maintenance problems. Lessee will be responsible for Lessor's costs related to repair of sewer stoppages to the extent such stoppages have been determined by Lessor to have been caused by Lessee. Any proposed structural or exterior modifications must first be submitted in writing to Lessor for review and written approval, and such approval will not be unreasonably withheld. Except for modifications determined at the time of termination of this Agreement to be retained for the benefit of Lessor, Lessee shall surrender the Leased Premises at the termination hereof in good clean condition as received, normal wear and tear excepted.

9. ENTRY AND INSPECTION:

Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

10. INDEMNIFICATION OF LESSOR:

Lessee agrees to defend, indemnify and save harmless, Lessor and its officers, agents, and employees from and against any and all claims, demands, liability, costs, expenses, damages, causes of action and judgments made and obtained by third parties or Lessee against Lessor which arise out of this Agreement, out of the performance or attempted performance of the provisions thereof, or Lessee's or third parties use of the premises, including but not limited to any act or omission to act by Lessee or its agents, employees, invitees, students or independent contractors directly responsible to Lessee.

11. POSSESSION:

If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not

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be liable for any rent until possession is delivered. Lessee may terminate this Agreement if possession is not delivered within 30 days the commencement of the term hereof.

12. INSURANCE:

A. Lessee shall take out and maintain during the entire term hereof, public liability and property damage insurance in the single limit amount of at least Two Million Dollars (\$2,000,000), provided that all such insurance shall contain the following provisions:

1. It shall name Lessor as a named insured.
2. It shall cover complete contractual liability.
3. It shall cover personal injury as well as bodily injury.
4. It shall be on an occurrence basis rather than accident basis.
5. It shall require the insurance carrier to give to Lessor at least 30 days prior written notice of any cancellation thereof, any reduction in coverage, or any other major change therein.
6. It shall cover owned, non-owned, and hired cars and trucks.

B. Lessee shall maintain Workers' Compensation insurance for their employees.

C. Lessee shall do no act pursuant to this Agreement until Lessee has filed with Lessor certificates of insurance certifying Lessee has all the insurance required by this Agreement.

D. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

13. SIGNS:

Lessee shall not construct any sign or awning without the prior written consent of Lessor, and which consent by Lessor shall not be unreasonable withheld.

14. ABANDONMENT OF PREMISES:

Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

15. TRADE FIXTURES:

Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

16. REMEDIES OF LESSOR ON DEFAULT:

In the event of any breach of this Agreement by Lessee, Lessor, besides other rights and remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the premises.

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Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to re-enter, or should he take possession pursuant to legal proceedings or any notice provided by law, he may either terminate this Agreement or may from time to time, without terminating this Agreement, re-let said premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rental or rentals and upon which other terms and conditions the Lessor, in his sole discretion, may deem advisable with the right to alter or repair the premises upon such re-letting. In such event, Lessee shall be immediately liable to pay to Lessor, in addition to any other amounts due hereunder: (a) the cost and expense of such re-letting and such alterations or repairs, and any amount by which the rent reserved herein for the period of such re-letting, but not beyond the term hereof, exceeds the amount agreed to be paid as rent for such period; or (b) at the option of the Lessor, rents received by Lessor from such re-letting shall be applied first to the repayment of indebtedness other than rent due hereunder, second to costs and expenses of re-letting and alterations or repairs, and third to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable. Lessee shall be credited only with rent actually received by Lessor. Lessee shall, in such event, pay any deficiency between the amount due from Lessee to Lessor and the amount credited. No such re-entry or taking possession by Lessor shall be construed as an election to terminate this Agreement unless written notice of such intention is given, or unless termination is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without account of such previous breach, should Lessor at any time terminate this Agreement for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss for the balance of the term which the Lessee proves could be reasonably avoided.

17. ATTORNEYS' FEES:

In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

18. WAIVER:

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

19. NOTICES:

Any notice which either party may be required to give, shall be given by mailing the same, postage prepaid, to Lessee at 1000 Spring Street, Paso Robles, CA 93446, or Lessor at 3350 Education Drive, San Luis

Obispo, CA 93405, or at such other places as may be designated by the parties from time to time.

~~20. HOLDING OVER:~~

~~Any holding over after the expiration of this Agreement, with the consent of Lessor, shall be construed as a year to year tenancy at a rental of \$1.00 per year for Special Education classrooms per month, otherwise in accordance with the terms hereof, as applicable.~~

21. POSSESSORY INTEREST TAX:

In the event property rented by Lessee is taxed, it is agreed that Lessee shall pay such tax.

22. HEIRS, ASSIGNS, SUCCESSORS:

This Agreement is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

23. AMENDMENTS AND MODIFICATIONS:

Any changes to this Agreement requested either by the Lessor or Lessee may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

24. SEVERABILITY:

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. GOVERNING LAW:

The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

26. TERMINATION:

~~This Agreement shall terminate on the expiration date of the rental lease term without the necessity of notice from either party.~~ Early termination of this Agreement may be by agreement of both parties.

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LESSEE: City of El Paso de Robles

Interim BY: _____

NAME: Chris Huot

TITLE: City Manager

LESSOR: San Luis Obispo County Office of Education

BY: _____

NAME: [James Brescia](#)[Aaron Asplund](#)

TITLE: [San Luis Obispo County Superintendent of Schools](#)[Assistant Superintendent, Business Services](#)

FOR SLOCOE USE ONLY
Account #: 12-0000-0-8699-0000-8200-000-6000-0000
Director of Fiscal Services Approval:
Invoice Date/s (forward copy to AR):
Notes:

Reviewed By: