

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

STANDARD LEASE FORM

<u>LEASE COVERING PREMISES LOCATED AT</u> 474 E Valley Street, Suite A Willits, CA 95490
<u>LESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.</u> 94-6000520
<u>TENANT AGENCY</u> California Department of Forestry and Fire Protection

Lease File No: 7296-001
Project No: 11506

Preamble THIS LEASE, made and entered into this 16th day of January 2024 by and between

COUNTY OF MENDOCINO

hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH

Description 1. The Lessor hereby leases unto the State and the State hereby hires from the Lessor those certain premises with appurtenances situated in the City of Willits, County of Mendocino, State of California, and more particularly described as follows:

Approximately 2,300 net usable square feet of office space on the floor of the building located at 474 E Valley St, Suite A, Willits, California as outlined in red on the attached Exhibit "A" plan, together with Outline Specifications marked Exhibit "B" and Administrative Requirements marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 11506 dated September 25, 2023, hereby being incorporated into this lease, and including 12 nonexclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities. The State shall have access to and use of the leased premises 24 hours per day, seven (7) days per week with no exceptions.

Term 2. The term of this lease shall commence on February 1, 2024 and shall end on January 31, 2032, with such rights of termination as may be hereinafter expressly set forth.

Early Termination 3. The State may terminate this lease at any time effective on or after January 31, 2028, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

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Rent

4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

THREE THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS
(\$3,450.00) from February 1, 2024, through January 31, 2025; then

THREE THOUSAND FIVE HUNDRED NINETEEN AND 00/100 DOLLARS
(\$3,519.00) from February 1, 2025, through January 31, 2026; then

THREE THOUSAND FIVE HUNDRED EIGHTY-NINE AND 38/100 DOLLARS
(\$3,589.38) from February 1, 2026, through January 31, 2027; then

THREE THOUSAND SIX HUNDRED SIXTY-ONE AND 17/100 DOLLARS
(\$3,661.17) from February 1, 2027, through January 31, 2028; then

THREE THOUSAND SEVEN HUNDRED THIRTY-FOUR AND 39/100 DOLLARS
(\$3,734.39) from February 1, 2028, through January 31, 2029; then

THREE THOUSAND EIGHT HUNDRED NINE AND 08/100 DOLLARS
(\$3,809.08) from February 1, 2029, through January 31, 2030; then

THREE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 26/100 DOLLARS
(\$3,885.26) from February 1, 2030, through January 31, 2031; then

THREE THOUSAND NINE HUNDRED SIXTY-TWO AND 97/100 DOLLARS
(\$3,962.97) from February 1, 2031, through January 31, 2032; and thereafter.

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 5 or to such other address as the Lessor may designate by a notice in writing. If the premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the lease to revise the herein above stated dates. Any accrued rents for the period of time prior to the unilaterally adjusted commencement date will be paid in accordance with Paragraph 8. ~~Additionally, it is understood and agreed between the parties that, at the State's option, the dates shown in the "CPI Escalator Operating Expenses" paragraph, if incorporated herein, shall be adjusted to reflect the time delay between lease commencement and the first of the month following the actual acceptance date. In the event this lease agreement contains a provision granting the State an Option to Purchase the premises, it is further agreed herein by the parties that, notwithstanding the provision of the Option to Purchase paragraph herein, the effective dates and corresponding purchase option prices of said Option to Purchase shall be adjusted consistent with any adjustment to the lease commencement date. Said "adjusted" purchase option dates shall be established consistent herewith and incorporated into said lease with a unilateral amendment by the State.~~

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Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e., FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: County of Mendocino General Services Agency
Attn: Purchasing Agent
841 Low Gap Road
Ukiah, CA 95482 **Phone No.:** (707) 234-6050
FAX No.: () N/A
Email: realproperty@mendocinocounty.gov

To the State:
DEPARTMENT OF GENERAL SERVICES, Phone No. (916) 375-4172
REAL ESTATE SERVICES DIVISION FAX No. (916) 375-4029
LEASE MANAGEMENT A 7296-001 Email: leasemanagement@dgs.ca.gov
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Mendocino
and mailed to: County of Mendocino
841 Low Gap Road
Ukiah, CA 95482

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Lessor agrees that, prior to February 1, 2024, and at Lessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the leased premises shall be made ready for State's occupancy in full compliance with Exhibit "A", consisting of One (1) sheet titled, "Office Quarters, Project No. 11506" dated September 25, 2023, and in accordance with Exhibit "B", consisting of Twenty-six (26) pages, titled, "Outline Specifications, Project No. 11506" dated September 25, 2023, and Exhibit "C" consisting of Ten (10) pages titled, "Administrative Requirements, Project No. 11506" dated September 25, 2023, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

Notice of Completion and Access to Premises during Construction

7. Lessor shall notify the State in writing by certified mail of the date the leased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this lease, and not more than sixty (60) days prior to completion of construction and occupancy under this lease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Lessor harmless from and against any claims, damages, or other injury suffered by Lessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises, to the extent authorized by Government Code section 14662.5. Lessor agrees to indemnify and hold State and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Lessor or any of Lessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed so as to cause an acceleration of the occupancy date of this lease or the obligation of the State to pay rent.

Lessor and State shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

In the event that one or the other party causes a delay in the other party's work, such injured party shall be compensated in the following manner:

Delays caused by the Lessor:

Credit the State a compensating day of delay in the occupancy date and corresponding day of delay in payment of rent.

Delays caused by the State:

Credit the Lessor a compensating day of payment of rent from the actual date of occupancy.

Compensation will be in one day increments.

The parties agree that this shall be the sole remedy for delay, in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

**Early
Occupancy**

8. Lessor agrees that if the leased premises are ready for occupancy prior to the completion date specified above in Paragraph 6, State may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy by the State shall be at the rate of \$3,450.00 per month and shall be prorated on a daily basis for any partial month.

**Time limit and
Prior Tenancy**

9. No rental shall accrue under this lease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the leased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the leased premises are not completed and ready for occupancy by the State on or before February 1, 2024, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this lease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

- A. Acts of the State, its agents or employees, or those claiming under agreement with or grant from the State; or by
- B. The acts of God, which Lessor could not reasonably have foreseen or guarded against; or by
- C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Lessor, and which cannot be reasonably overcome; or by
- D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

In the event that the State elects to occupy premises before the work on the premises specified in Exhibit A, B, and C is fully completed, the State will provide the Lessor with a punch

list of work remaining to be completed (referenced as the State's "Punch List"). Lessor agrees that Lessor shall complete the remaining work no later than 14 calendar days from the date of receipt of said Punch List. If said Punch List is not completed within the specified 14-day period, Lessor agrees that, beginning on the first day after said 14-day period following occupancy of premises by the State, rent may at the State's sole option be reduced to \$2,415.00, which is seventy percent (70%) of the base rent specified in paragraph 4 herein (excluding any amortization payments) until such time that the Punch List work is completed in full and that such completion of work is inspected and accepted by the State. The portion of the rent specified for amortization of tenant improvements, if any shall continue to be paid in full without interruption.

It is understood and agreed that the rent reduction specified above does not relieve Lessor of its obligation to complete said work and the State shall maintain all other remedies specified in the Lease.

It is understood by all parties hereto that it shall be the Lessor's responsibility to remove any prior tenant.

Conformity to Exhibits

10. Occupancy of the leased premises by the State shall not relieve Lessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B" and "C". It is further understood and agreed that any installation not in conformity with said Exhibits "A" and "B" and "C" shall be immediately corrected by the Lessor at Lessor's sole cost and expense. In the event Lessor shall, after receiving notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this lease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the State may have, withhold rent due and bring the leased premises into conformity with said Exhibits at its own cost including State's Administrative costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

Asbestos

11. Lessor hereby warrants and guarantees that the space leased to the State 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 described in Exhibit "B" as applicable. Lessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this lease, any costs related to abatement or hazard from asbestos shall be the Lessor's responsibility as described in the aforementioned Exhibit "B."

Parking

12. Lessor, at Lessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the State of California. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, State and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.

Services, Utilities, and Supplies

13. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services, utilities, and supplies to the area leased by the State, and also to the "common" building areas (if any) such as lobbies, ~~elevators, stairways~~, corridors, etc., which State shares with other tenants, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. ~~Elevator (if any) service.~~
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; ~~that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:~~

Daily:

- ~~(1) Empty and clean all trash containers and dispose of all trash and rubbish.~~
- ~~(2) Clean and maintain in a sanitary and odor-free condition all floors, restroom, wash mirrors, basins, toilet bowls, and urinals.~~
- ~~(3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.~~
- ~~(4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp mopped daily.~~
- ~~(5) Remove finger marks and smudges from all glass entrance doors.~~
- ~~(6) Specifically check, and if action is needed, then:
 - a. Dust the tops of all furniture, counters, cabinets, and windowsills, (which are free of interfering objects).
 - b. Remove spots and/or spills from the carpets, floors, and stairways.~~

As needed, but not less frequently than

Monthly:

- ~~(1) Remove finger marks and smudges from all common area glass entrance doors.~~

~~**Twice Weekly:** Vacuum all carpets.~~

~~**Weekly:**~~

- ~~(1) Damp mop all hard surface floors.~~
- ~~(2) Dust all window blinds.~~
- ~~(3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.~~
- ~~(4) Spot clean the walls.~~

~~**Quarterly:**~~

- ~~(1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.~~
- ~~(2) Treat carpets for static electricity control (if not integrated in the fabric).~~

~~**Semi-annually:** Wash all windows, window blinds, light fixtures, walls, and painted surfaces.~~

~~**Annually:**~~

- ~~(1) Steam clean carpets to remove all stains and spots.~~
- ~~(2) Clean window coverings.~~

~~In the event of failure by the Lessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's administrative costs, from the rent that may then be, or thereafter become due hereunder.~~

Repair and Maintenance

14. A. During the lease term, the Lessor shall maintain the leased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the State's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- (1) Generally maintaining the leased premises in good, vermin-free, operating condition and appearance.

- (2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
 - (3) Furnishing preventative maintenance, including, but not limited to, manufacturer's recommended servicing of equipment such as ~~elevator (if any)~~, heating, ventilating and air conditioning equipment, and fixtures.
 - (4) Furnishing ongoing maintenance and prompt repair of any and all existing special equipment and systems and all special equipment and systems referenced in Exhibits A and B including but not limited to, security and access control systems, fire suppression systems, ~~special HVAC systems for computer rooms, and UPS systems.~~
 - (5) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
 - (6) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
 - (7) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
 - (8) Repairing and replacing as necessary intra-building network cable and inside wire cable used for voice and data transmission.
 - (9) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
 - (10) On an as needed basis, sweeping parking areas and sidewalks, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weed free, and neatly mowed and/or trimmed condition.
 - (11) Repairing and replacing floor covering as necessary. ~~Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.~~
 - (12) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.
- B. Lessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.
- C. Except in emergency situations, the Lessor shall give not less than 48 hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.
- D. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this lease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

Painting

15. ~~In addition to any painting completed prior to the commencement of this lease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Lessor agrees at Lessor's sole cost and expense to repaint all painted surfaces ([X] interior and [-] exterior) of the leased premises in accordance with the attached Exhibits "A" and "B".~~ In no event shall Lessor be required to repaint more than once during the first sixty (60) month period of this lease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Lessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. All painting of interior premises shall be performed after business hours or as otherwise agreed upon by the State. Colors are to be

approved by the State. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

**Change
Orders and
Alterations**

16. The State shall have the right during the existence of this lease to make change orders and alterations; attach fixtures; and erect ~~additions, structures, or~~ signs in or upon the leased premises. Such fixtures, ~~additions, structures, or~~ signs so placed in or upon or attached to the premises under this lease or any extension hereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension hereof, or within a reasonable time thereafter. Tenant shall not make or suffer to be made any non-structural alterations, without the prior written consent of Lessor. Building is a modular trailer.

In the event alterations, fixtures, ~~additions, structures, or~~ signs in or upon the leased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed by the Lessor in accordance with plans and specifications provided by State. Lessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Lessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Lessor and any general contractor combined. Within forty-five (45) days after receiving Lessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to reimburse Lessor by a single total payment for the cost of such work.

**Assignment
and
Subletting**

17. The State shall not assign this lease without prior written consent of the Lessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the leased premises.

**Quiet
Possession**

18. The Lessor agrees that the State, 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 Lessor or any person claiming under Lessor.

Inspection

19. The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Destruction

20. If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option may terminate this lease or, upon notice to Lessor, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent

(10%) or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed leased facilities no matter what the condition. At the State's request, the Lessor shall immediately identify an appropriate route through the building to access the State leased space. If the Lessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its leased space.

**Subrogation
Waived**

21. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

**Prevailing
Wage
Provision**

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

A. Lessor/contractor 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 Lessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Lessor will post at the job site. All prevailing wage rates shall be obtained by the Lessor/contractor 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

C. Lessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

D. Lessor/contractor 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, Lessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations.

**Fair
Employment
Practices**

23. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding State agency to implement such article.

**DVBE
Participation**

24. The State of California supports the use of the Disabled Veteran Business Enterprise (DVBE) Program and we encourage the Lessor to utilize DVBE(s) when contracting for tenant improvements and services. Lessor shall complete the DVBE Program Certification Sheet (Form F) attached in Exhibit "C" herein prior to acceptance and occupancy of this lease. Lessor may refer to the following internet link for DVBE guidelines and instructions.

[Disabled Veteran Business Enterprise \(DVBE\) Program Guidelines](#)

**Service
Companies**

25. Within fifteen (15) days after occupancy of the leased premises by the State, Lessor shall provide the State with the name, address, and telephone number of an agency or person convenient to the State as a local source of service regarding the Lessor's responsibilities under this lease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Service Credit

26. Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor in accordance with Paragraph 13 hereof. In the event the State vacates the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities, or supplies for any reason are not used by the State, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

Holding Over

27. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension or renewal thereof, this lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Lessor for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

**Surrender of
Possession**

28. Upon termination or expiration of this lease, the State will peacefully surrender to the Lessor the leased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Lessor is responsible pursuant to this lease. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event State elects to remove any such improvements or fixtures and such removal causes damages or injury to the leased premises, and then only to the extent of any such damage or injury.

**Time of
Essence,
Binding upon
Successors**

29. Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

30. It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Service Contracts Wages and Benefits

31. All janitorial and housekeeping services, custodians, food services workers, laundry workers, window cleaners and security guards provided by Lessor pursuant to the provisions of this lease, shall be in full compliance with the requirements of Government Code (GC) 19134 if applicable, including but not limited to the following:

- A. Lessor agrees that service contract agreements for such services will provide employee wages and benefits that are valued at eighty five (85%) of the State Employer cost of providing comparable wages and benefits to state employees performing similar duties. For these purposes, benefits include health, dental, vision, retirement, holiday pay, sick pay and vacation pay.
- B. Lessor shall ensure that each contractor and subcontractor providing such services is provided a copy of the applicable regulations for GC 19134.
- C. Lessor agrees to certify on a quarterly basis that all contracts executed by Lessor are in compliance with GC 19134.
- D. Lessor agrees to include in the service contract agreements the applicable reporting, audit and termination for breach provisions as described in the applicable regulations for GC 19134.

Accessibility Compliance

32. Lessor 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. Lessor guarantees that the premises comply with all applicable accessibility standards upon State's occupancy of the leased premises. When an accessibility issue or concern arises, Lessor 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 State, Lessor shall have 30 days to begin work to address any identified accessibility issues or concerns. Lessor 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 Lessor fails to either begin work within the 30-day notice period or pursue such work diligently to completion within the mutually agreed time frame, State 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. Lessor shall indemnify, defend and hold State 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.

Construction-Related Accessibility Standard Compliancy Act

33. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:
- have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any

inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).

- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

In the event Lessor marks option three above, Lessor guarantees that it shall remedy or has remedied all accessibility issues identified in the report.

**Executive
Order N-6-22
– Russia
Sanctions**

34. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA

LESSOR

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

COUNTY OF MENDOCINO

By: [Signature]
Kimberly Godwin, Real Estate Officer
Real Estate Leasing and Planning Section

By: [Signature]
Tim Hallman, Purchasing Agent

Date: 2-1-2024

Date: 1-29-24

Approved:

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

Insurance Review

By: [Signature]
Mike Engeman, Leasing Manager
Real Estate Leasing and Planning Section

By: [Signature]
Risk Management

Date: 2/1/2024

Date: 1-30-24

Executive Office/Fiscal Review

By: [Signature]
Tony Rakes, Acting Deputy CEO

Date: 1-30-24

County Counsel Review:

APPROVED AS TO FROM:

Christian M. Curtis
County Counsel

By: [Signature]
Matthew Kiedrowski, Deputy

Date: 1-31-24