



## **COUNTY OF MONTEREY LEASE AGREEMENT**

**LEASED PREMISES:**     **Building G & Ground Lease  
855 E Laurel Drive  
Salinas, California 93901**

**LESSEE:**               **WESTAT, Incorporated  
1600 Research Blvd  
Rockville, Maryland 20850  
(301)-251-1500**

**LESSOR:**               **County of Monterey  
c/o Resource Management Agency  
1441 Schilling Place, South Building, 2<sup>nd</sup> Floor  
Salinas, California 93901  
(831) 755-4879**

# COUNTY OF MONTEREY LEASE AGREEMENT

## PREAMBLE

THIS LEASE ("Lease") is made by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California ("LESSOR"), and **WESTAT, INC.** a Delaware Corporation. ("LESSEE").

Whereas, the parties understand and agree that the following Lease Exhibits are attached and incorporated by this reference:

**EXHIBIT A-1 DESCRIPTION OF THE PREMISES**

**EXHIBIT A-2 PARKING PLAN**

**EXHIBIT B SUMMARY OF SERVICES AND UTILITIES**

**EXHIBIT C SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES**

**EXHIBIT D PERMITTED PREMISE IMPROVEMENTS**

**EXHIBIT E REMEDIATION CONTRACTOR SPECIFICATIONS**

LESSOR and LESSEE hereby agree as follows:

## ARTICLE 1 - PREMISES

1.1 **Description:** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at **855 E Laurel Drive, Salinas, California 93901** and described as follows:

1. **Building G:** Approximately **2,880 Square Feet** of Office Space **EXHIBIT A1-DESCRIPTION OF PREMISES – Current Basic Floor Plan**, attached and incorporated by this reference (hereinafter, the "Premises"). LESSEE and LESSOR acknowledge the Square Footage is approximate and shall not impact Rent if actual square footage varies as a result of new measurements or a building survey.
2. **Mobile Examination Trailers (MET) Pad:** 100' X 100' or **10,000 Square Feet** of ground also known as the "Pad" (to be improved by LESSEE). All visitor and Client Parking for the **Mobile Examination Trailers (MET)** shall be provided by LESSEE and within LESSEE's 100' X 100' approximately 10,000 square foot Pad pursuant to **EXHIBIT A1**. The Pad area will accommodate the MET and approximately 20 parking spots. The MET consists of four trailers each approximately 53 feet long and 8 ½ feet wide which, and when connected together with passageways, occupies a space 60 x 70 feet.

1.2 **Non-Exclusive Use Areas:** LESSEE shall also have the non-exclusive right to use, loading and unloading areas, visitor parking areas, ramps, drives, platforms, and common walkways and sidewalks necessary for access to the Premises.

1.3 **Parking Areas:**

1. **Building G:** LESSEE'S Employees shall use the non-exclusive Covered Parking Area pursuant to **EXHIBIT A2 – PARKING PLAN** attached hereto and incorporated by this reference. The parking lot immediately adjacent to the Premises includes random non-exclusive parking spaces, outlined with white striping and situated closest to the Premises, which may be used on an intermittent basis for loading and unloading purposes only. This adjacent parking area is primarily for the services provided in Building H.
2. **Mobile Examination Trailers (MET):** All visitor and Client Parking for the **Mobile Examination Trailers (MET)** shall be provided by LESSEE within the Leased premises pursuant to **EXHIBIT A2.**

1.4 **Compliance with the "Americans with Disabilities Act of 1990" (ADA):** LESSOR and LESSEE acknowledge that Building G likely does not comply with ADA requirements. LESSEE shall ensure that the Ground Leased Premises are in compliance with the Americans with Disabilities Act of 1990 ("ADA"), as may be amended from time to time, and, if necessary, prior to the Lease Commencement Date specified in ARTICLE 2.1 below, shall modify the Premises to comply with the ADA and the regulations promulgated to implement ADA requirements.

1.5 **Compliance with "No Smoking Law" (2003 Assembly Bill 846):** LESSEE shall ensure that the Premises are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as may be amended from time to time, and, if necessary, prior to the Lease Commencement Date specified in ARTICLE 2.1 below, shall modify the Premises to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846.

## **ARTICLE 2 - TERM**

2.1 **Lease Term:** The term of this Lease (the "Lease Term") shall be **five (5) months**, commencing upon mutual execution by LESSOR and LESSEE, ("Lease Commencement Date") and ending **five (5) months after mutual execution**, with such rights of termination and extension of the Lease Term as are hereinafter set forth.

2.2 **Extended Term:** *{Intentionally left blank}*

### ARTICLE 3 – RENT

3.1 **Rent:** In consideration of the continuing right of use, quiet enjoyment and possession of the Premises, LESSEE shall pay to LESSOR as onetime rent for the Premises, the total sum for Five (5) months of rent:

1. **Building G:** Thirty Five Thousand Dollars (**\$35,000**)
2. **Pad:** Seven Thousand Five Hundred (**\$7,500**)
3. **Lease Set Up Fee:** of Five Thousand Dollars (**\$5,000**)
4. **Utility reimbursement Fee:** of Sixteen Thousand Five Hundred Dollars (**\$16,500**)

Rent is payable upon commencement of this Lease. Rent shall be payable to LESSOR at the address specified in ARTICLE 5 or at such other address as LESSOR may from time to time designate in writing. In addition to Rent, LESSEE shall contract and pay directly to its vendors for its responsibilities as outlined in **EXHIBIT B – SUMMARY OF SERVICES AND UTILITIES** and **EXHIBIT C – SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES**, attached and incorporated by this reference.

3.2 **Annual Rent Adjustment:** *{Intentionally left blank}*

### ARTICLE 4 - TERMINATION BY LESSOR AND LESSEE

Notwithstanding any other provisions of this Lease, LESSOR or LESSEE may terminate this Lease upon **ninety (90) days** written notice to either party, or LESSOR may immediately terminate Lease for cause at which time LESSEE will be required to vacate facility within twenty-four (24) hours of notification.

### ARTICLE 5 - NOTICES

All notices or correspondence provided for herein shall be effective only when made in writing, personally delivered or deposited in the United States mail, certified, postage prepaid, and addressed as follows:

To  
LESSOR: County of Monterey  
Resource Management Agency  
c/o Real Property Specialist  
1441 Schilling Place, South  
Building, 2<sup>nd</sup> Floor,  
Salinas, California 93901  
(831) 755-8912

To  
LESSEE: Westat Incorporated  
c/o Omar Bordatto  
1600 Research Blvd  
Rockville, Maryland 20850  
(301) 294-2079  
Email: Bordato1@WESTAT.com

Email:  
[fulgonibg@co.monterey.ca.us](mailto:fulgonibg@co.monterey.ca.us)

Rent payments shall be made to: **County of Monterey c/o RMA-Real Property Specialist as addressed above.**

Any notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is given by certified mailed above. Correspondence other than notices may be given by regular mail, facsimile or email. Any correspondence sent by facsimile shall also be sent by United States mail. By written notice to the other, either party may change its own correspondence information.

LESSOR shall be available to LESSEE by phone during regular business hours and for emergencies after hours and weekends. Emergency phone number for LESSOR is 831-212-0378 (Public Works Facilities after hours "on call" staff).

LESSEE shall be available to LESSOR, by phone during regular business hours, and for emergencies after hours and on weekends. Emergency phone number for LESSEE is (301) 294-2079.

#### **ARTICLE 6 - USE**

6.1 ***Use:*** LESSEE shall use the Premises to operate a Mobile Health Examination Center and administrative office support in order to conduct the National Health and Nutrition Examination Survey (NHANES) study for the Centers for Disease Control and Prevention. LESSEE acknowledges that LESSOR is merely acting as the owner of real property being leased to LESSEE and that LESSOR has no control or oversight over LESSEE's operations on the Premises. LESSEE and LESSEE's clients shall have access to the area 24 hours per day and seven (7) days per week, subject to LESSOR'S reasonable security requirements, and any restrictions or limitations to access caused by damage or destruction or any acts of the government or third parties.

6.2 ***Compliance with Laws:*** LESSOR represents and warrants to LESSEE, that, to the best of LESSOR'S knowledge, with the exception of Building G, and as acknowledged in Section 1.4 ***Compliance with the "Americans with Disabilities Act of 1990" (ADA)*** above, the construction, the current uses, and the operation of the Premises are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSOR absolves LESSEE of legal or other responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances as may be listed above. Said absolution excludes LESSEE installed improvements to the Premises such as phone/data cabling, support equipment, trade fixtures, and any other equipment installed by LESSEE and used to meet LESSEE'S operational needs. As stated above in Section 1.4, LESSOR and LESSEE acknowledge that Building G likely does not comply with ADA requirements. LESSEE shall ensure that the Ground Leased Premises are in compliance with the Americans with Disabilities Act of 1990 ("ADA"), as may be amended from time to time, and, if necessary, prior to the Lease Commencement Date

specified in ARTICLE 2.1 above, LESSEE shall modify the Premises to comply with the ADA and the regulations promulgated to implement ADA requirements.

6.3 **Hazardous Substances:** LESSEE shall have no liability or responsibility for toxic or hazardous materials or substances in existence on the Premises prior to LESSEE'S occupancy of the Premises or which result from LESSOR'S acts or omissions or which occur on any portion of LESSOR'S property not occupied by LESSEE, unless caused by LESSEE, its agents, employees, invitees or guests. LESSOR warrants, to the best of LESSOR'S actual knowledge, that at the time of execution of this Lease there are no known areas on the Premises where hazardous or toxic materials or substances (including asbestos, leads, toxic mold spores or PCBs) have been present, used, stored, or deposited. LESSOR will comply with all applicable laws concerning the handling and removal of the above-mentioned hazardous or toxic materials. LESSEE, at its own expense, shall comply with all applicable laws concerning the handling and removal of hazardous material and medical wastes generated as a result of LESSEE'S use of the Premises under this Lease.

6.4 **Environmental Hazards – Remediation Contractor Specifications:** LESSOR hereby warrants and guarantees that the Premises and Common Areas will be maintained free of all Environmental Hazards (including hazards related to asbestos, leads, toxic mold spores or PCBs) and agrees to survey, test, and abate as applicable and in accordance with Environmental Protection Agency (“EPA”) guidelines. A qualified industrial hygienist approved by LESSOR and LESSEE shall perform all testing and development of an abatement work plan as deemed necessary, with the test results/reports/plans forwarded to LESSOR and LESSEE upon completion. LESSOR further agrees to contract with a qualified remediation contractor to provide remediation services as specified in **EXHIBIT E REMEDIATION CONTRACTOR SPECIFICATIONS** on an as needed basis. LESSOR specifically agrees that any costs related to abatement of Environmental Hazards shall be the LESSOR'S responsibility unless, and only to the extent, caused by LESSEE, its agents, employees, invitees or guests. LESSEE shall immediately notify LESSOR of any suspected appearance of toxic mold spores and of any conditions (such as excessive moisture) that may lead to the appearance of toxic mold spores, and LESSOR agrees to investigate same.

LESSEE may request that LESSOR hire a qualified industrial hygienist, approved by LESSOR and LESSEE, to perform indoor air quality testing/surveying for the Premises with the understanding that if test results reveal that unacceptable levels (as determined by EPA guidelines) of Environmental Hazards are not present, LESSEE will reimburse LESSOR the cost of the testing within thirty (30) day of receipt of invoice from LESSOR. By providing for and requesting air quality testing, LESSOR'S duties and obligations are not diminished and LESSEE does not assume or agree to share in LESSOR'S duties and obligations with respect to maintenance of the Premises.

6.5 **Acceptance of Premises:** LESSEE accepts the Premises “AS IS”.

## **ARTICLE 7 - SIGNS AND FIXTURES**

LESSEE may place such signs and advertisements upon the Premises as LESSEE may desire, subject

to approval by the LESSOR which consent shall not be unreasonably withheld provided, however, that at the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will restore the Premises to their original conditions. Any trade fixtures, equipment, furniture, demountable walls, and other property installed in the Premises by and at the expense of the LESSEE shall remain the property of the LESSEE, and the LESSOR agrees that the LESSEE shall have the right at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises, provided the Premises are restored to acceptable condition. The LESSOR agrees not to mortgage or pledge the LESSEE'S trade fixtures, equipment and other property.

#### **ARTICLE 8 - SERVICES AND UTILITIES**

Services and utilities shall be furnished and the reasonable cost borne as outlined in **EXHIBIT B**. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which LESSOR is responsible, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSEE may have, may deduct the amount thereof, including LESSEE'S service costs, from rent or other remuneration due LESSOR hereunder.

As stated in **EXHIBIT B**, the term "adequate" shall mean sufficient enough to ensure the health, safety and general well-being of the occupants or invitees of the Premises; the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

#### **ARTICLE 9 - REPAIR AND MAINTENANCE**

9.1 **LESSOR and LESSEE Obligations:** The respective repair and maintenance responsibilities for Building G of LESSOR and LESSEE are set forth in **EXHIBIT C**. **LESSOR shall not be responsible for any maintenance or service issues related to the Pad, with the exception of power service from the Main Electrical Panel.**

9.2 **Negligent Acts or Omissions of LESSEE:** Notwithstanding the foregoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a direct result of negligent acts or omissions of LESSEE, its agents, employees, invitees or guests.

9.3 **Failure of LESSOR to Make Repairs:** If LESSOR fails to maintain the Premises or to make the repairs required in this article within the time periods as specified in ARTICLE 17.1, LESSEE may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

9.4 **LESSOR and LESSEE Obligations in Applying Noxious Substances:** LESSOR and/or LESSEE, its officers, employees, and agents shall not apply any substance as part of any building maintenance or repair which would introduce irritating or noxious odors or any other hazardous condition to occupied spaces without prior coordination and approval of the **County's Facilities Manager**, who can be reached by telephone at **(831) 755-4869**. Prior notification and approval

shall be made at least 48 hours prior to the desired application time. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator to the **LESSEE'S onsite office manager**. Examples of such substances or materials include, but are not limited to, the following:

- Termite Control Materials
- Pesticides
- Paint
- Water Treatment Chemicals
- Any other substance that is or could be construed as hazardous.

#### **ARTICLE 10 - SERVICE COMPANIES**

Within ten (10) days after occupancy of the Premises by LESSEE, LESSOR shall give LESSEE notice of the name, address and telephone number of an agency or person convenient to LESSEE as a local source of service with regard to LESSOR'S responsibilities under **EXHIBIT B** and **EXHIBIT C** of this Lease. If LESSOR fails to provide such notice, LESSEE may choose service companies as needed and without penalty from LESSOR.

#### **ARTICLE 11 - ALTERATIONS, MECHANICS' LIENS, and PUBLIC WORKS LAWS**

11.1 **Alterations:** No structural alterations or improvements shall be made to the Premises by LESSEE or at LESSEE'S request without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

11.2 **No Premises Improvements Contemplated:** No improvements requested by LESSEE shall be permitted beyond those contained in **Exhibit D – PERMITTED IMPROVEMENTS** attached hereto and incorporated by this reference.

11.3 **Improvements Prior to Occupancy:** LESSEE shall be solely responsible for constructing and maintaining all Utility Services to Pad Location. LESSEE accepts the Property in an "as is" condition. Prior to occupancy, LESSEE shall receive all necessary permits from the County of Monterey or the City of Salinas as applicable.

11.4 **Ownership of Improvements:** All existing and future Premises Improvements, excluding the Mobile Examination Trailers (MET), constructed or placed within the Premises by LESSEE shall be the property of the LESSOR upon termination of this Lease or earlier termination hereof.

11.5 **Public Works Laws:** Under Section 1720 of the California Labor Code, any construction done under contract and paid for in whole or in part out of public funds may be considered a 'public work' if certain conditions are met. If applicable, LESSEE shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices), all as may be amended from time to time.



11.6 **Condition at Termination:** Upon termination of this Lease, LESSEE shall return the Premises in the same condition as when delivered to LESSEE, reasonable wear and tear, and damage by casualty, and alterations approved by LESSOR excepted. Prior to expiration of the Lease, LESSEE will return the Premises to its original state, unless otherwise directed by LESSEE. If LESSEE does not return the Premises to a condition acceptable to LESSOR, LESSOR shall have the right to return the Premises to its desired state at LESSEE'S sole cost and expense. LESSEE may remove any fixtures, machinery and equipment installed in the Premises by LESSEE upon the termination of this Lease, if LESSEE is not then in default under this Lease and if LESSEE repairs any damage to the Premises caused by such removal.

11.7 **Mechanic's Liens:** LESSOR and LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by the parties.

## **ARTICLE 12 - ASSIGNMENT AND SUBLETTING**

LESSEE shall not assign or sublet all or any portion of the Premises without the prior written consent of LESSOR, consent may be withheld at the sole discretion of LESSOR.

## **ARTICLE 13 - ENTRY BY LESSOR**

LESSEE shall permit LESSOR and LESSOR'S agents to enter the Premises, with reasonable advance notice (except in the case of emergency), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of LESSEE'S business.

## **ARTICLE 14 - INSURANCE AND INDEMNIFICATION**

### **14.1 INDEMNIFICATION:**

- 1) LESSEE shall defend, indemnify, and hold harmless LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of or attributable to LESSEE'S use of the Premises, excepting however such claims and demands whether for injury to persons or loss of life or damage to property, caused by the gross negligence or willful misconduct of LESSOR.
- 2) LESSOR shall not be liable to LESSEE, or to anyone whatsoever, for any damages caused by plumbing, gas, water, steam, sprinkler or other pipe and sewage system, or by the bursting, running or leaking of any tank, washstand, closet, or waste or other pipe, in and about the Premises or the Building, or for any damage caused by water being upon or coming in through the roof, skylight, vent, trap door or otherwise; provided that LESSOR shall not be relieved from any of its obligations for maintenance and repair as otherwise set forth in this Lease.

### **14.2 INSURANCE:**

- 1) Without limiting LESSEE'S indemnification, LESSEE shall maintain in force at all times during the performance of this lease a policy or policies of insurance as follows and in the minimum limits of liability as stated herein:

- 2) Comprehensive General Liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$2,000,000 per occurrence.
- 3) Worker's Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$1,000,000 per occurrence.
- 4) Liability policies shall provide an endorsement naming the LESSOR, its officers, agents and employees as Additional Insured and shall provide thirty (30) days written notice to the LESSOR in advance of cancellations or non-renewal of said policies.
- 5) Liability policies shall be endorsed to provide that such insurance is Primary Insurance and that no insurance of the Additional Insured shall be called upon to contribute to a loss covered by LESSEE'S insurance.
- 6) Certified copies of policies must be filed with the LESSOR. The insurance carried must be with established and reputable companies acceptable to the LESSOR. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless Clauses in this Lease, which shall continue in full force and effect.
- 7) Comprehensive General Liability policy shall provide thirty (30) days written notice to the LESSOR in advance of cancellation.
- 8) Failure by the LESSEE to maintain required insurance coverage is a breach of the Lease. If the LESSEE fails to maintain the required insurance coverage, the LESSOR may terminate the Lease with three (3) days notice.
- 9) The coverage(s) shall be maintained through the term of the Lease, and the LESSEE shall file with the LESSOR prior to approval of the Lease, and from time to time, a Certificate of Insurance evidencing that insurance coverage(s) required herein are in effect.

#### **ARTICLE 15 - WAIVERS OF SUBROGATION**

LESSOR and LESSEE each hereby waive any right of recovery against the other due to loss of or damage to the property of either LESSOR or LESSEE when such loss of or damage to property arises out of the acts of God or any of the property perils whether or not such perils have been insured, self-insured or non-insured.

#### **ARTICLE 16 - DESTRUCTION**

16.1 If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

16.2 If such casualty shall render ten percent (10%) or less of the floor space of the Premises unusable for the purpose intended, LESSOR shall effect restoration of the Premises as quickly as is

reasonably possible, but in any event restoration shall begin within thirty (30) days after such destruction.

- 16.3 If 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 LESSEE 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 the date such notice is given, LESSEE, in either such event, at its option, may terminate this Lease.
- 16.4 In the event of any such destruction other than total, where LESSEE has not terminated the Lease as herein provided, LESSOR shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within sixty (60) calendar days from the work commencement date, for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified herein in connection with partial destruction aggregating more than ten percent (10%), LESSEE shall have the option to terminate this Lease.
- 16.5 If LESSEE remains in possession of the Premises though partially destroyed, the rent for said Premises as herein provided, during restoration, shall be reduced by the same ratio as the usable square feet LESSEE is thus precluded from occupying, bears to the total usable square feet in the Premises. "Usable square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and rest rooms.

#### **ARTICLE 17 - DEFAULT BY LESSEE**

- 17.1 **Default:** If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR'S option, exercise any or all rights available to a LESSOR under the laws of the State of California:
- a. A default in the payment of rent when such default continues for a period of thirty (30) days after written notice, or
  - b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof, or
  - c. LESSEE is adjudicated bankrupt, or
  - d. LESSEE'S lease interest is sold under execution of judgment, or
- 17.2 **Remedies:** If LESSEE fails to cure a prospective default within the time frames outlined above, LESSOR shall have the option to cure the default or to terminate this Lease with proper ninety (90) days notice, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default itself, all costs associated with such cure shall be reimbursed by LESSEE to LESSOR, as Additional Rent, within thirty (30) days of receipt of LESSOR'S invoice for said costs.

## **ARTICLE 18 - DEFAULT BY LESSOR**

18.1 **Default:** LESSOR shall not be in default unless LESSOR fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by LESSEE to LESSOR specifying wherein LESSOR has failed to perform such obligations. If the nature of LESSOR'S obligation is such that more than thirty (30) days are required for performance, then LESSOR shall not be in default if LESSOR commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. LESSEE'S obligation to provide written notice to LESSOR of a default by LESSOR is limited to those instances where knowledge of LESSOR'S default is within the actual knowledge of LESSEE.

18.2 **Remedies:** If LESSOR fails to cure a prospective default within the time periods outlined above, LESSEE shall have the option to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. However, upon LESSOR'S failure to so reimburse or, at LESSEE'S option, said costs shall be held from rent due hereunder. If LESSOR'S default hereunder prevents LESSEE'S use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

## **ARTICLE 19 - CONDEMNATION**

If more than ten percent (10%) of the floor space area of the Premises is taken or condemned for a public or quasi-public use, or the part taken renders the entire Premises insufficient for the conduct of LESSEE'S business and operations, then this Lease shall terminate at the option of LESSEE as of the date title shall vest in the condemner. If only part of the Premises is taken and the remainder of the Premises is sufficient for the conduct of LESSEE'S business and operations, then LESSOR shall restore the Premises to a single architectural unit and the Lease shall continue as to the part not taken, but the monthly rent shall be reduced in the proportion that the usable area of the Premises taken bears to the usable area of the Premises before the taking.

## **ARTICLE 20 - HOLDING OVER**

If LESSEE, with LESSOR'S consent, remains in possession of the Premises after the Lease Term, this Lease shall automatically be extended on a two (2) month-to-two (2) month basis at the monthly rent then applicable, except that if the monthly rent was otherwise scheduled to increase pursuant to Article 3.2, then the monthly rent shall so increase, subject to termination upon sixty (60) days written notice by either party. All other terms and conditions shall remain in full force and effect.

## **ARTICLE 21 - WAIVER**

The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

## **ARTICLE 22 - QUIET POSSESSION**

As long as LESSEE keeps and performs the covenants in this Lease, LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR or any person claiming under LESSOR.

## **ARTICLE 23 – SUBORDINATION AND NON-DISTURBANCE**

This Lease shall be subject and subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the LESSOR'S interest or estate in the property provided that the mortgage or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of LESSEE hereunder be disturbed if LESSEE shall not then be in default under the terms of this Lease, and LESSEE shall attorn to the purchaser at such foreclosure, sale or other action or proceeding. The foregoing subordination shall be effective without the necessity of having any further instruments executed by LESSEE, but LESSEE shall nonetheless execute, upon demand, such further instruments evidencing such subordination as may be reasonably requested by LESSOR or any mortgagee or beneficiary.

## **ARTICLE 24 - ESTOPPEL CERTIFICATE**

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

## **ARTICLE 25 - MISCELLANEOUS PROVISIONS**

25.1 **Amendments:** No Amendment or Addendum of this Lease shall be valid unless made in writing and signed by the parties hereto, and no prior oral understanding or agreement not incorporated herein shall be binding on either party hereto.

25.2 **Time is of the Essence:** Time is of the essence of each term and provision of this Lease.

25.3 **Binding Effect:** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

25.4 **Invalidity:** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

25.5 **Warranty of Authority:** If LESSEE is a corporation; the person executing this lease on behalf

of LESSEE hereby covenants and warrants that LESSEE is a duly authorized and existing corporation and that he/she is duly authorized to execute this Lease.

25.6 **Conflict:** In the event of any conflict between this Lease and any Amendment, Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.

25.8 **No Third Party Beneficiaries:** Nothing expressed or referred to in this Lease will be construed to give any Person other than the parties to this Lease any legal or equitable right, remedy, or claim under or with respect to this Lease or any provision of this agreement. This Lease and all of its provisions and conditions are for the sole and exclusive benefit of the parties thereto and their successors and assigns, if any.

### **ARTICLE 26 - MAJOR APPLIANCES**

Installation of major appliances beyond those already existing at the Premises such as vending machines, refrigerators, stoves, etc., must be approved by LESSOR prior to installation. The LESSOR will grant installation approval for new appliances only. Such approval shall not be unreasonably withheld.

### **ARTICLE 27 – LESSOR’S STATEMENT REGARDING DISABILITY ACCESS & CERTIFIED ACCESS SPECIALIST INSPECTION (CASp) REPORT**

Pursuant to California Civil Code Section 1938 (a), LESSOR represents that the Premises [ ] has [X] has not undergone inspection by a Certified Access Specialist (CASp).

Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of LESSOR’s knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of the Lease Agreement which have impacted the subject premises’ compliance with construction related accessibility standards, LESSOR shall provide, prior to execution of the Lease Agreement, a copy of any report prepared by the CASp with an agreement from LESSEE that information in the report shall remain confidential, except as necessary for the LESSEE to complete repairs and corrections of violations of construction related accessibility standards that the LESSEE agrees to make.

Pursuant to California Civil Code Section 1938 (c), making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the LESSOR, unless otherwise mutually agreed upon by LESSOR and LESSEE. LESSEE shall have the opportunity to review any CASp report prior to execution of the Lease. If the report is not provided to the LESSEE at least 48 hours prior to execution of the Lease Agreement, LESSEE shall have the right to rescind the Lease, based upon the information contained in the report, for 72 hours after execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating

that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, LESSOR shall provide a copy of the current disability access inspection certificate and any inspection report to LESSEE not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of this Lease Agreement.

Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, the parties understand and agree that the following provision shall apply to this Lease Agreement:

A Certified Access Specialist (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 subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or 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.

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this Lease on the date set forth beneath their respective signatures below.

**MONTEREY COUNTY:**

By: \_\_\_\_\_  
Mike Derr  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

**Approved as to Fiscal Provisions:**

By: \_\_\_\_\_  
Gary Giboney  
Chief Deputy Auditor/Controller

Dated: 11-22-17

~~Approved as to Insurance & Indemnification Provisions:~~

~~APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE~~  
Steven F. Mauek, Risk Manager  
Risk Management Division

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Dated: 11/17/17

**Approved as to Form & Legality:**

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Dated: 11-16-17

**LESSEE :**

By: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

Jacqueline P. Hogan, V.P.  
Printed Name and Title

Dated: 11/15/17

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

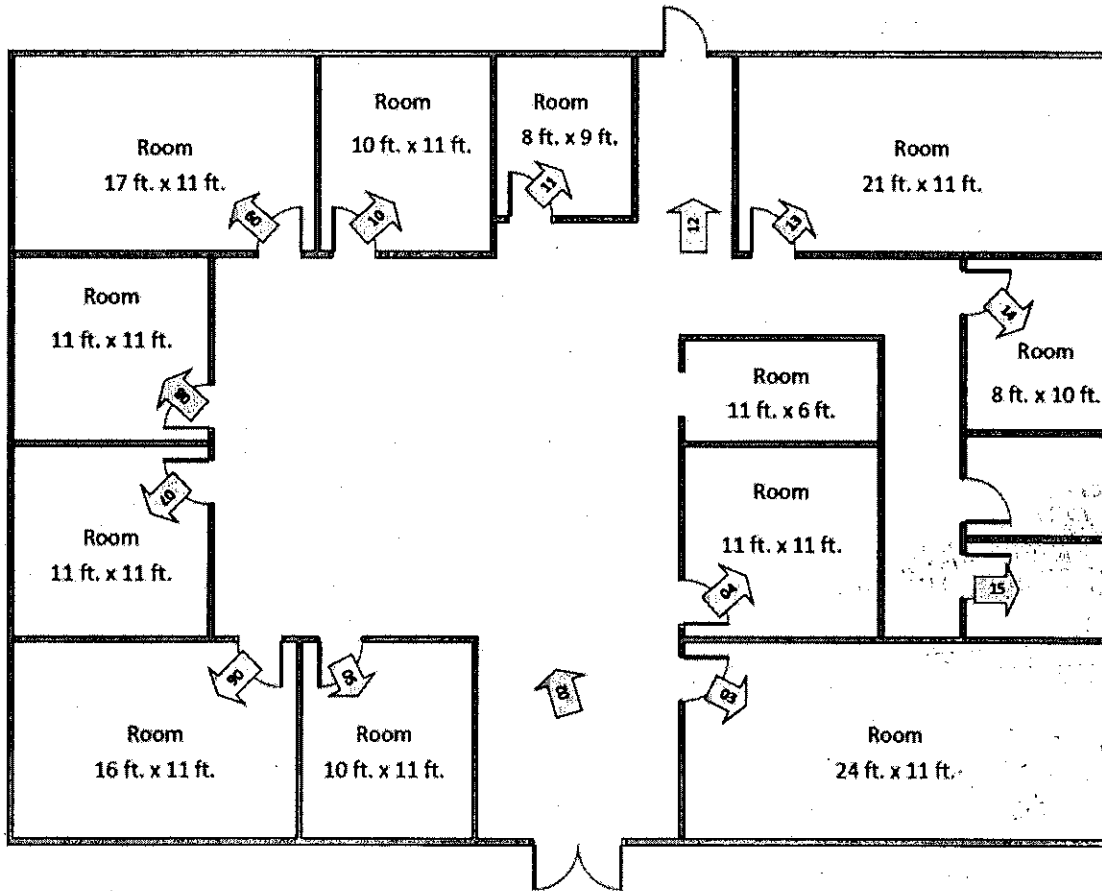
David A. Reesman, Assistant Secretary  
Printed Name and Title

Dated: 11/15/17

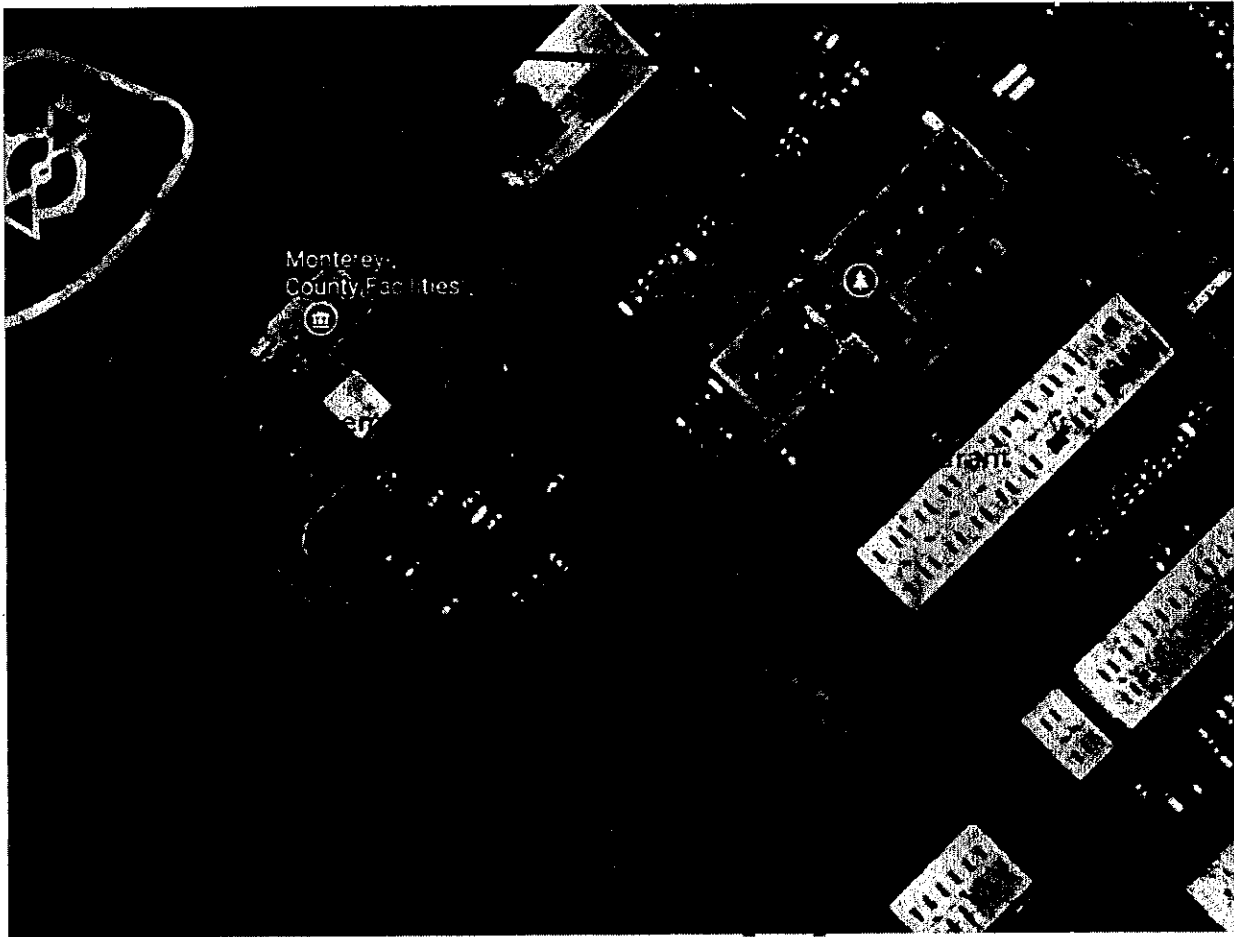


# EXHIBIT A1- DESCRIPTION OF PREMISES

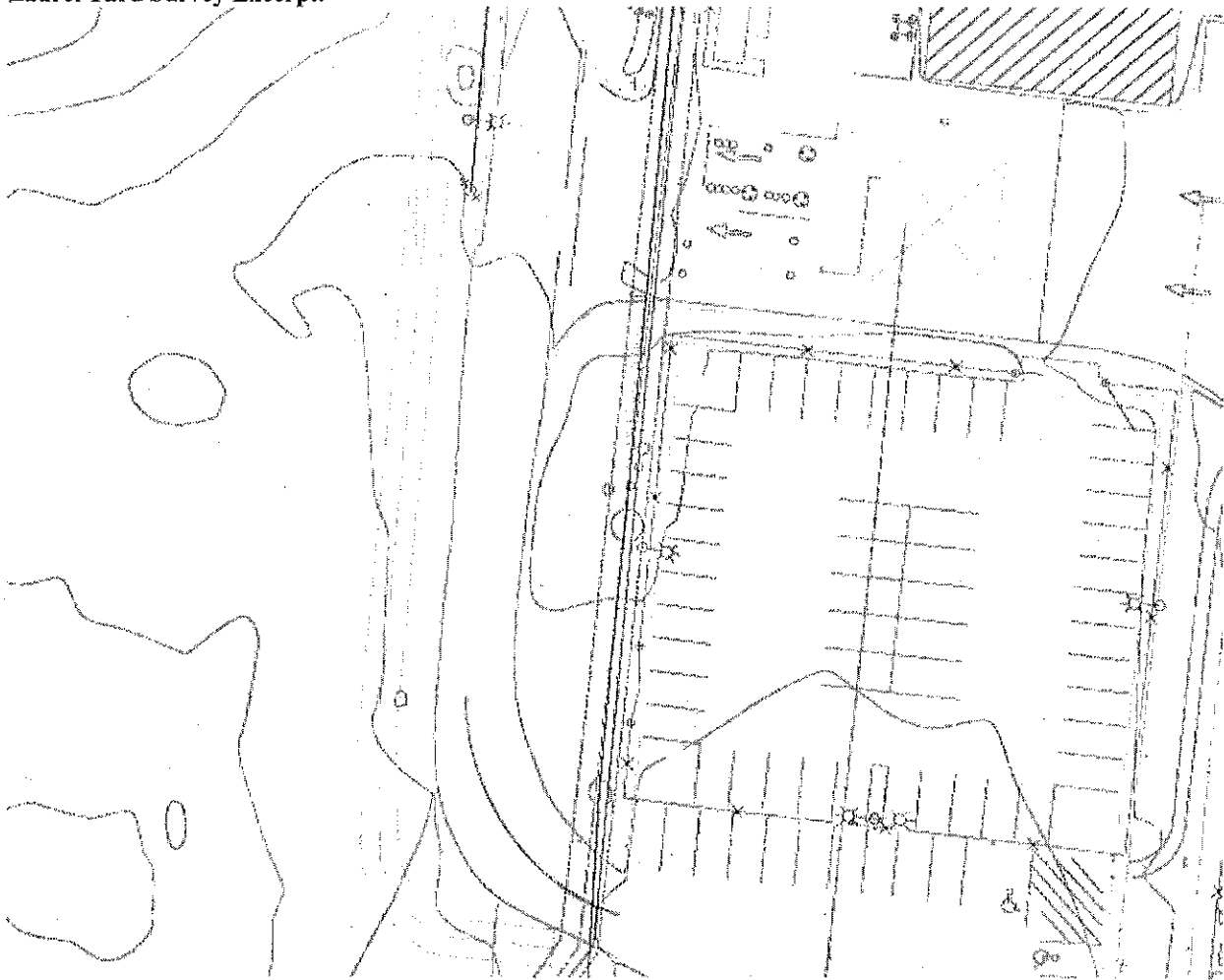
Building G Floorplan



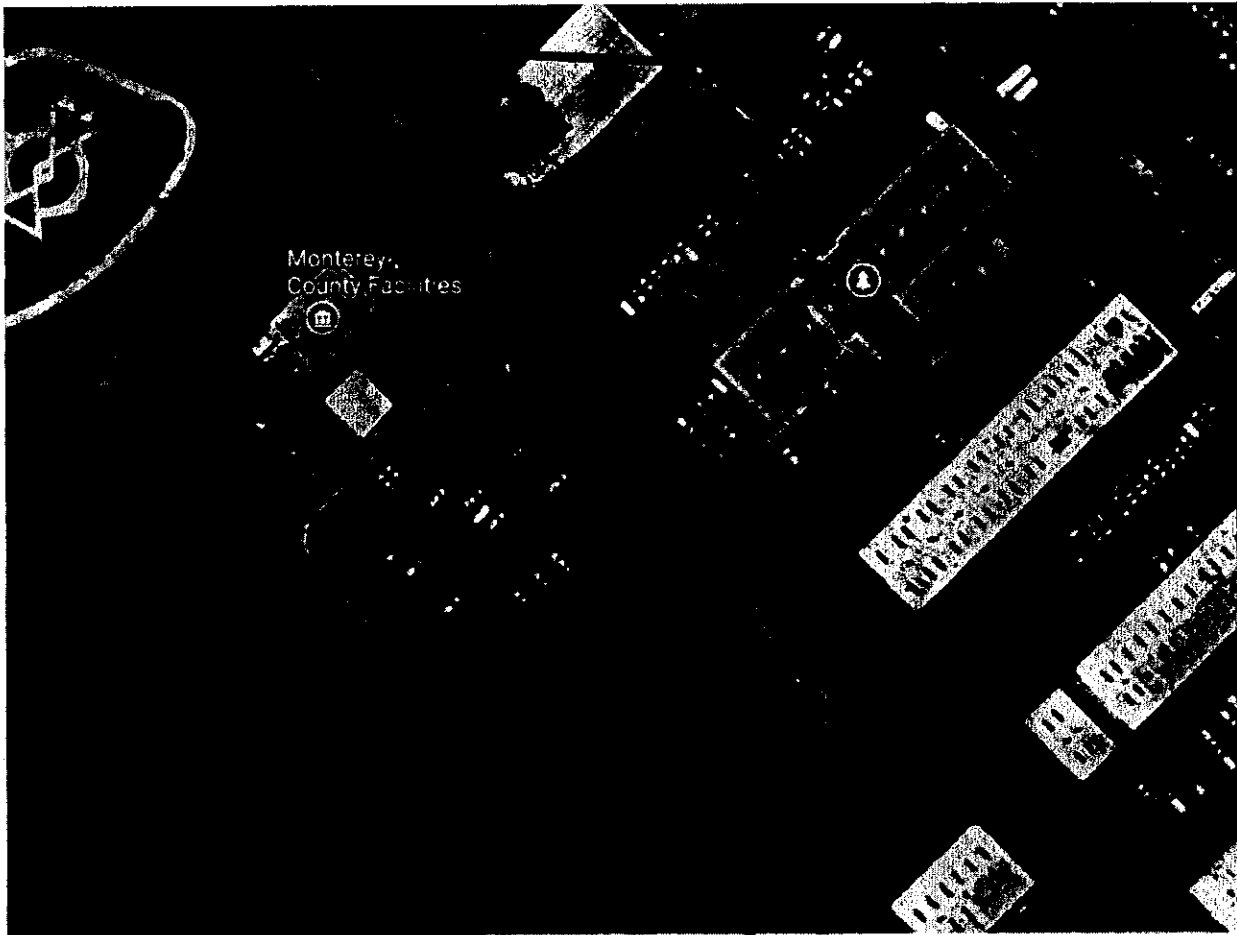
**Pad Location**



**Laurel Yard Survey Excerpt:**



**EXHIBIT A2- PARKING PLAN**



## EXHIBIT B

### SUMMARY OF SERVICES AND UTILITIES – Building G Only

The following is a summary of services and utilities responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Provide adequate paper supplies, dispensers, and waste and recycling containers for the Premises and rest rooms			X
Provide adequate custodial service for interior of the Premises (dust, waste removal, recycling removal, vacuum, mop and general cleaning)			X
Provide adequate custodial service for exterior of the Premises			X
Professionally clean carpets, rugs, tile and linoleum flooring as deemed necessary			X
Professionally clean existing drapes, blinds, and window shades as deemed necessary			X
Professionally clean interior windows as deemed necessary		X	
Professionally clean exterior windows as deemed necessary		X	
Provide adequate pest control for the interior of the Premises		X	
Provide adequate pest control for exterior of Premises		X	
Provide adequate landscape maintenance and gardening (including landscape irrigation system and associated water supply and service)		X	
Provide adequate playground equipment maintenance (to include playground sand and of soft ground material)		X	
Provide adequate parking lot area sweeping		X	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum) disposal and pick up service		X	
Provide adequate fire sprinkler systems testing		X	
Provide adequate fire alarm systems monitoring		X	
Provide adequate intrusion/security alarm systems monitoring		X	
Provide patrolled security guard service at the sole discretion of LESSOR		X	
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections and unit lubrications		X	
Provide adequate servicing of uninterrupted power source (UPS)	X		
Provide adequate servicing of power backup generator	X		
Provide adequate gas utility service		X	
Provide adequate electric utility service		X	
Provide adequate water utility service		X	
Provide adequate telephone and data service (including connection charges)			X
OTHER:			

## EXHIBIT C

### SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES – Building G only

The following is a summary of maintenance and repair responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Common Areas		X	
Foundations		X	
Floor Slabs		X	
Elevators and/or Dumb Waiters	X		
Exterior and Bearing Walls		X	
Exterior Doors and Hardware (excludes re-keying if deemed necessary)		X	
Exterior Windows and Window Frames		X	
Roofs		X	
Gutters, Drains and Downspouts		X	
Parking Lots		X	
Ceilings		X	
Fire Sprinkler Systems		X	
Fire Alarm Systems		X	
Intrusion/Security Alarm Systems		X	
Uninterrupted Power Source (UPS)	X		
Power Back Up Generator	X		
Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary)		X	
Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats		X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)		X	
Plumbing Systems and Fixtures (including sewer and drain stoppages)		X	
Lighting Systems (including starters, ballasts, transformers and light switches)		X	
Light Bulbs and Fluorescent Light Tubes (adequate replacement)		X	
Interior Walls		X	
Interior Wall Surfaces (including repainting if deemed necessary)		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, Tile, and Linoleum Flooring (including replacement if deemed necessary)		X	
Base and/or Moldings		X	
Appliances		X	
Communication Systems (data/telephone cabling, connections and equipment)		X	

**\*Notwithstanding the forgoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a direct result of negligent acts or omissions of LESSEE, its agents, employees, or invitees.**

## **EXHIBIT D**

### **PERMITTED PREMISE IMPROVEMENTS**

1. Within the Premises of the "Pad" LESSEE may install 4-6 inches of Aggregate Base rock (Caltrans Class 2 specification) for the purposes of parking the Mobile Examination trailers, and respective invitees.
2. The trailers will be connected to electricity at a power source (transformer) located at the site at a location and method acceptable to LESSOR. LESSEE may tie into LESSOR's Electrical Panel.
3. Any penetrations into LESSEE's Electrical Panel must be done to the specification of LESSOR'S Facility Maintenance Personnel. Work shall not allow moisture into the panel and if LESSOR decides to have LESSEE remove the Electrical connection at the end of the Lease, LESSOR shall return the Panel to the condition it was in prior to the penetration.
4. LESSOR may elect to have LESSEE install a temporary overhead electrical facility or a permanent underground facility.
5. LESSEE Acknowledges the 10' Gas Line easement as provided on **Exhibit A-1**. Lessee agrees not to conflict with said easement.
6. All work completed by LESSEE shall be at LESSEE'S sole cost and expense.
7. Sewage will be contained in tanks and pumped twice weekly.
8. Water will be tapped from a nearby Hydrant and shall have a backflow installed pursuant to local laws and regulations.

## **EXHIBIT E**

### **REMEDIATION CONTRACTOR SPECIFICATIONS**

#### **A. Scope of Services**

Remediation Contractor to provide treatment, cleanup, damage restoration and any other necessary remediation of:

- Water and/or sewage damage
- Mold, asbestos, lead, and polychlorinated biphenyl (PCB) contamination
- Fire and smoke damage
- Hazardous materials within the license and certification capabilities of the Remediation Contractor
- Human bodily fluids, including but not limited to blood, vomit, urine, feces, and saliva
- Routine sanitation cleanup

#### **B. Work Standards**

All work must be done in accordance with the California Health and Safety Code, California Occupational Safety and Health Act (OSHA), and other applicable laws and regulations as may be amended from time to time. The Remediation Contractor must take all care to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.