

# Attachment B

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION

## STANDARD SUBLEASE FORM

<u>SUBLEASE COVERING PREMISES LOCATED AT</u> 675 Placentia Avenue, Suite 300, 315, 330, & 350 Brea, CA
<u>SUBLESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.</u> 95-6000928
<u>SUBTENANT AGENCY</u> Employment Development Department

**Lease File No.:** 7291-001  
**Project No.:** 10205

### Preamble

This Agreement, made and entered into this 18th day of June, 2024 is a Sublease of that certain Lease Agreement (the "Master Lease") dated November 8, 2022 between NUVEEN as Lessor (the "Master Lessor") and County of Orange as Lessee. This sublease agreement is between

### COUNTY OF ORANGE A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

hereinafter called the Sublessor, 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

WHEREAS, under the Master Lease, Sublessor hires from Master Lessor certain premises located at 675 Placentia Ave. as more particularly described in the Master Lease, and

WHEREAS, a copy of the Master Lease is attached hereto, incorporated herein as Exhibit "D" dated November 8, 2022 and made a part of this sublease by this reference; and

WHEREAS, the Master Lease provides that Sublessor shall have the right to permitted subleases to a portion of the Master Leased Premises; and Sublessor has obtained necessary consent from the Master Lessor; and

WHEREAS, the County of Orange and the State of California's Employment Development Department (EDD) desire to consolidate certain of their operations at a facility currently under Master Lease to the Sublessor;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

### Description

1. The Sublessor hereby subleases unto the State and the State hereby hires from the Sublessor those certain premises with appurtenances situated in the City of Brea, County of Orange, State of California, and more particularly described as follows:

Approximately 13,392 net usable square feet of office space on the third floor consisting of 7,991 net usable square feet of shared space as outlined in green and 5,401 net usable square feet of exclusive space as outlined in red from September 1, 2023 to February 29, 2024; then, 13,610 net usable square feet of office space on the third floor consisting of 7,839 net usable square feet of shared space as outlined in green and 5,771 net usable square feet of exclusive space as outlined in red from March 1, 2024 to May 31, 2031 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. 10205 dated August 30, 2023, hereby being

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incorporated into this sublease, and including eighty (80) nonexclusive and two (2) exclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities.

**Term** 2. The term of this sublease shall commence on September 1, 2023, and shall end on May 31, 2031, with such rights of termination as may be hereinafter expressly set forth.

**Early Termination** 3. The State may terminate this sublease at any time effective on or after September 1, 2027, by giving written notice to the Sublessor 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.

**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:

FORTY-TWO THOUSAND FIVE HUNDRED EIGHTY-SIX AND 56/100 DOLLARS  
(\$42,586.56) from September 1, 2023, through February 29, 2024; then:

FORTY-THREE THOUSAND TWO HUNDRED SEVENTY-NINE AND 80/100 DOLLARS  
(\$43,279.80) from March 1, 2024, through May 31, 2024; then:

FORTY-THREE THOUSAND FOUR HUNDRED FIFTEEN AND 90/100 DOLLARS  
(\$43,415.90) from June 1, 2024, through May 31, 2025; then:

FORTY-FOUR THOUSAND SIX HUNDRED FORTY AND 80/100 DOLLARS  
(\$44,640.80) from June 1, 2025, through May 31, 2026; then:

FORTY-SIX THOUSAND ONE AND 80/100 DOLLARS  
(\$46,001.80) from June 1, 2026, through May 31, 2027; then:

FORTY-SEVEN THOUSAND THREE HUNDRED SIXTY-TWO AND 80/100 DOLLARS  
(\$47,362.80) from June 1, 2027 through May 31, 2028; then:

FORTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-NINE AND 90/100 DOLLARS  
(\$48,859.90) from June 1, 2028, through May 31, 2029; then:

FIFTY THOUSAND THREE HUNDRED FIFTY-SEVEN AND 00/100 DOLLARS  
(\$50,357.00) from June 1, 2029 through May 31, 2030; then:

FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTEEN AND 00/100 DOLLARS  
(\$51,718.00) from June 1, 2030 through May 31, 2031; 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 Sublessor at the address specified in Paragraph 5 or to such other address as the Sublessor 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

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withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the sublease 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 sublease commencement and the first of the month following the actual acceptance date.

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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 Sublessor:** County of Orange, CEO Real Estate Attn: Chief Real Estate Officer  
400 W. Civic Center Dr., 5<sup>th</sup> Floor  
Santa Ana, CA 92701 Copy to: OCCR – Community Investment Division  
1300S. Grand Ave, Building B, Santa Ana, CA 92705 Attn: Executive Director,  
Orange County Workforce Development Board  
Phone No.: ( )  
FAX No.: ( )  
Email:

**To the State:**  
**DEPARTMENT OF GENERAL SERVICES, Phone No. (916) 375-4172**  
**REAL ESTATE SERVICES DIVISION FAX No. (916) 375-4029**  
**LEASE MANAGEMENT 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 Orange ATTN: CEO Fiscal Services/CEO  
Real Estate

and mailed to: 400 W. Civic Center Dr.  
5<sup>th</sup> Floor, Santa Ana, CA 92701  
Attn: Chief Real Estate Officer

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. Sublessor agrees that, prior to September 1, 2023, and at Sublessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the subleased premises made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet(s) titled, "Office Quarters, Project No. 10205" dated February 28, 2024 and in accordance with Exhibit "B", consisting of twenty-six (26) pages, titled, "Outline Specifications, Project No. 10205" dated , and Exhibit "C" consisting of ten (10) pages titled, "Administrative Requirements Project No. 10205" dated , which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

**Notice of Completion and Access to Premises during Construction**

~~7. Sublessor shall notify the State in writing by certified mail of the date the subleased 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 sublease, and not more than sixty days (60) prior to completion of construction and occupancy under this sublease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as,

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but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Sublessor harmless from and against any claims, damages, or other injury suffered by Sublessor 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. Sublessor 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 Sublessor or any of Sublessor'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 sublease or the obligation of the State to pay rent.

Sublessor 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 Sublessor:

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 Sublessor 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. Sublessor agrees that if the subleased 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 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 sublease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the subleased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the subleased premises are not completed and ready for occupancy by the State on or before , then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this sublease 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 Sublessor 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 Sublessor, and which cannot be reasonably overcome; or by~~
- ~~D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.~~

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

### Conformity to Exhibits

10. Occupancy of the subleased premises by the State shall not relieve Sublessor 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 Sublessor at Sublessor's sole cost and expense. In the event Sublessor shall, after receiving notice in writing from the State requiring the Sublessor 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 sublease 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 subleased 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. Sublessor hereby warrants and guarantees that the space subleased 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. Sublessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this sublease, any costs related to abatement or hazard from asbestos shall be the Sublessor's responsibility as described in the aforementioned Exhibit "B."

### Parking

12. Sublessor, at Sublessor'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. Sublessor will furnish, consistent with the terms of the master lease, the following services, utilities, and supplies to the area subleased 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 except lavatories in Employment Development Department public toilet rooms in lobby areas which need only cold water.
- 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, 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 subleased 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.

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- (6) Specifically check, and if action is needed, then:
  - a. Dust the tops of all furniture, counters, cabinets, and window sills, (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:

**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 Sublessor 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 sublease term, the Sublessor shall maintain the subleased 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 subleased 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 and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
- (5) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
- (6) Annual testing and maintenance of all fire extinguishers in or adjacent to the subleased premises.
- (7) Repairing and replacing as necessary intra-building network cable and inside wire cable used for voice and data transmission.

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- (8) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
  - (9) On a weekly 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.
  - (10) Repairing and replacing floor covering as necessary. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
  - (11) 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. Sublessor 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 Sublessor shall give not less than 24 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 Sublessor, after notice in writing from the State requiring the Sublessor 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 sublease 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.
  - E. Sublessor understands and agrees that State shall not assume any of Sublessor's obligations under the Master Lease.

### Painting

15. In addition to any painting completed prior to the commencement of this sublease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Sublessor agrees at Sublessor's sole cost and expense to repaint all painted surfaces ( interior and  exterior) of the subleased premises in accordance with the attached Exhibits "A" and "B". In no event shall Sublessor be required to repaint more than once during the first sixty (60) month period of this sublease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Sublessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. Colors are to be approved by the State. Sublessor, at Sublessor'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 sublease to make change orders and alterations; attach fixtures; and erect ~~additions, structures, or signs~~ in or upon the subleased premises. Such fixtures, additions, ~~structures,~~ or signs so placed in or upon or attached to the premises under this sublease 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 sublease or any renewal or extension hereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, ~~structures,~~ or signs in or upon the subleased 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 Sublessor in accordance with plans and specifications provided by State. Sublessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Sublessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Sublessor and



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any general contractor combined. Within forty-five (45) days after receiving Sublessor'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 Sublessor by a single total payment for the cost of such work.

### **Assignment and Subletting**

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

### **Quiet Possession**

18. The Sublessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this sublease, peaceably and quietly have, hold, and enjoy the subleased premises without suit, trouble, or hindrance from the Sublessor or any person claiming under Sublessor.

### **Inspection**

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

### **Destruction**

20. If the subleased premises are totally destroyed by fire or other casualty, this sublease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the subleased premises unusable for the purpose intended, Sublessor 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, Sublessor shall forthwith give notice to State of the specific number of days required to repair the same. If Sublessor 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 sublease or, upon notice to Sublessor, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other sublease between Sublessor and State.

In the event of any such destruction other than total, where the State has not terminated the sublease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Sublessor 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 Sublessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option to terminate this sublease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other sublease between Sublessor 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 subleased 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 subleased facilities no matter what the condition. At the State's request, the Sublessor shall immediately identify an appropriate route through the building to access the State subleased space. If the Sublessor 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 subleased space.

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**Subrogation Waived**

21. To the extent authorized by any fire and extended coverage insurance policy issued to Sublessor on the herein subleased premises, Sublessor 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. Sublessor/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 Sublessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Sublessor will post at the job site. All prevailing wage rates shall be obtained by the Sublessor/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](http://www.dir.ca.gov/dlsr/statistics_research.html)

- C. Sublessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Sublessor/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, Sublessor/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 sublease, the Sublessor 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. Sublessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Sublessor 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 Disabled Veteran Business Enterprise (DVBE) and we encourage the Sublessor to utilize DVBEs when contracting for tenant improvements and services. Sublessor shall complete the DVBE Program Certification Sheet (Form F) attached in Exhibit "C" herein prior to acceptance and occupancy of this sublease. Sublessor 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 subleased premises by the State, Sublessor 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 Sublessor's

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responsibilities under this sublease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

### **Service Credit**

26. Sublessor 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 Sublessor in accordance with Paragraph 13 hereof. In the event the State vacates the premises prior to the end of the term of this sublease, 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 sublease term, or any extension or renewal thereof, this sublease 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 Sublessor 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. In the event the Holding Over period lasts longer than two hundred seventy (270) days, the State may unilaterally, reduce the monthly rent to seventy percent (70%) of the last base rental amount paid less any amortization under paragraph (4). Notwithstanding the aforementioned option to reduce the monthly rent; anytime during the Holding Over period, the State may unilaterally relinquish any proportion of the Premises thereby reducing the net usable square feet specified in paragraph (1) herein and reduce the monthly rent in proportion to the reduction in net usable square feet. It is understood and agreed by and between the parties that the State, at the State's sole option, may unilaterally amend the sublease to exercise options described herein.

### **Surrender of Possession**

28. Upon termination or expiration of this sublease, the State will peacefully surrender to the Sublessor the subleased 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 Sublessor is responsible pursuant to this sublease. 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 subleased 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 sublease, and the terms and provisions of this sublease 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 sublease 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.

## Attachment B

**Construction-Related Accessibility Standard Compliancy Act**

31. Pursuant to California Civil Code §1938, the Sublessor states that the subleased 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 Sublessor 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. Sublessor 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. Sublessor 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 sublease, the State shall have the right to rescind the sublease, based upon the information contained in the report, for 72 hours after execution of the sublease.

**Lump Sum Payments**

Notwithstanding the provisions of Paragraph 4 of this lease, the State hereby agrees to pay Lessor the sum of TWELVE THOUSAND THREE HUNDRED SIXTY-FIVE and 45/100 DOLLARS (\$12,365.45) for alterations and improvements to the third floor of the herein leased premises in accordance with the attached Exhibits "A" and "B" identified in Paragraph 6 of this lease. Payment will be made by the State after: (a) completion by Lessor of the alterations and improvements in accordance with said Exhibits "A" and "B;" (b) inspection and approval by a representative of the Department of General Services; and (c) submission by the Lessor of an invoice for such alterations to the address specified in Paragraph 5 of this lease.

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

32. 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.

**Subject To Terms of Master Lease**

33. This lease is subject to the terms and conditions of the original lease agreement dated November 8, 2022, by and between T-C Fairway Center II LLC and all addenda thereto. Lessee acknowledges receipt of said original lease.

## Attachment B

**Remainder of Page Intentionally Left Blank**

### Attachment B

**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 ORANGE

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By \_\_\_\_\_  
Justin Davis, Real Estate Officer  
Real Estate Leasing and Planning Section

DocuSigned by:  
*Michael Haubert*  
7B6E2C12981F4B3... \_\_\_\_\_

By: Supervising Deputy County Counsel

Date \_\_\_\_\_

RECOMMENDED FOR APPROVAL:  
OC COMMUNITY RESOURCES

Approved:

DIRECTOR OF THE DEPARTMENT  
OF GENERAL SERVICES

\_\_\_\_\_  
By: Director of OC Community Resources

COUNTY EXECUTIVE OFFICE

By \_\_\_\_\_  
Brian Hensley, Leasing Manager  
Real Estate Leasing and Planning Section

DocuSigned by:  
*Brian Hensley*  
D174858124334FA... \_\_\_\_\_

By: Real Estate Manager

Date \_\_\_\_\_

## Attachment B

COUNTY OF ORANGE

By: \_\_\_\_\_  
Thomas A. Miller, Chief Real Estate Officer  
County Executive Office  
Per Minute Order dated \_\_\_\_\_ of the Board  
of Supervisors

Date: \_\_\_\_\_