

HCA/PH/California Children Services 710 Golden Avenue LEASE

GA1254-240

THIS IS A LEASE, hereinafter referred to as "Lease," made <u>OCT() Beg.</u>, 2008, by and
between Placentia-Yorba Linda Unified School District, hereinafter referred to as "LESSOR," and the
County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"
without regard to number and gender. The term "COUNTY" shall mean the Board of Supervisors of the
political body that executed this agreement or its authorized representative.

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11 1. DEFINITIONS (1.2 S)

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"Board of Supervisors" means the Board of Supervisors of the County of Orange, a political subdivisionof the State of California.

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"County Executive Officer" means the County Executive Officer, County Executive Office, County of
Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be
designated by the Board of Supervisors.

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20 "Corporate Real Estate" means the OC Public Works/OC Facilities, Corporate Real Estate, County of 21 Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be 22 designated by the Director of OC Public Works, or designee

- 22 designated by the Director of OC Public Works, or designee.
- 23

"Director of Health Care Agency" means the Director, Health Care Agency, County of Orange, or
designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the
County Executive Officer or the Board of Supervisors.

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28 "Manager of HCA/Facilities Operations" means the Manager, Health Care Agency/Facilities Operations,

County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall
be designated by the Director of Health Care Agency or designee.

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"Auditor-Controller" means the Auditor-Controller, County of Orange, or designee, or upon written
 notice to LESSOR, such other person or entity as shall be designated by the County Executive Officer or

the Board of Supervisors.

- 35
- 36 "County Counsel" means the County Counsel, County of Orange, or designee, or upon written notice to
- 37 LESSOR, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

STANDARD FORM

GA1254-240

2. PREMISES (1.3 S)		Exhibit 4		
"Exhibit A" and shown hereof, together with	n on "Exhibit B," non-exclusive, in or vehicle ingress	which exhibits are att common use of LE and egress, pedestria	ter referred to as "Premises," descrite tached hereto and by reference made ESSOR's elevators, stairways, wash an walkways, other facilities and co se.	e a part prooms,
3. PARKING (1.4 S)				
	an additional ten ((10) parking spaces for	ree (3) parking spaces for COUNTY for COUNTY's free and non-exclusion n on Exhibit B.	
T	LECC			

13 14 In addition to said parking spaces, LESSOR shall also provide parking for disabled persons in accordance 15 with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the 16 applicable codes and/or ordinances relating to parking for disabled persons as established by the local 17 jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances 18

- exceed or supersede the State requirements. 19
- 20 21

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4. TERMINATION OF PRIOR AGREEMENTS (1.5 S)

It is mutually agreed that this Lease shall terminate and supersede any prior agreement between the parties 23 hereto covering all or any portion of the Premises, EXCEPT that all personal property and/or equipment 24 (e.g., fixtures, partitions, counters, shelving) attached to and/or placed upon any portion of the Premises 25 by COUNTY pursuant to the terms of any prior agreement between the parties hereto shall remain the 26 personal property of COUNTY, who shall have the right to remove same. 27

- 28 5. TERM (2.2 S) 29
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The term of this Lease shall be five (5) years, commencing the first day of the first full calendar month 31 following the date of execution by COUNTY ("Commencement Date"). 32

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Parties agree that the Commencement Date of this Lease will be confirmed in writing by either party 34 upon demand by the other. 35

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	The term of this Lease shall commence on November 1, 2008 and terminate on October 31, 2018.		
1 2			
2	Parties agree that the Commencement Date of this Lease will be confirmed in writing by either		
4	party upon demand by the other.		
5	6. OPTION TO TERMINATE LEASE (2.4A S)		
6			
7	eoorti i shan have the option to terminate this Lease at any time after the second year of the Lea		
8 9	term upon giving LESSOR written notice at least three hundred sixty (360) days prior to sa		
9	termination date.		
11	Likewise LESSOR shall have the option to terminate this Lease at any time after the second year of the		
12	Likewise, LESSOR shall have the option to terminate this Lease at any time after the second year of the Lease term upon giving COUNTY written notice at least three hundred sixty (360) days prior to said		
13	termination date.		
14			
15	In the event LESSOR exercises its option to terminate this Lease, LESSOR shall participate in the		
16 17	relocation of the Premises to another location suitable to COUNTY. LESSOR's responsibility to		
1 7	participate in the relocation of the Premises shall include, but not be limited to, paying the cost of		
19	relocating equipment and runnare, paying the cost to construct improvements and/or alterations, and		
20	locating suitable sites for relocation of the Fremises.		
21	7. RENT (3.1 N)		
22			
23	In consideration of the services to be performed by COUNTY pursuant to the terms of this Lease,		
24 25	COUNTY's use of the Premises shall be rent free.		
23 26			
27	8. ALTERATIONS (4.4 S)		
28	COUNTY may make improvements and changes in the Premises, including but not limited to the		
29	installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or		
30	appropriate. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or		
31	placed upon the Premises by COUNTY shall be considered as personal property of COUNTY, who		
32	shall have the right to remove same. COUNTY agrees that the Premises shall be left in as good		
33 34	condition as when received, reasonable wear and tear excepted.		
35	Driver to commonoing any alterations, the COUNTY must alter the written concert of LECOD which		
36	Prior to commencing any alterations, the COUNTY must obtain the written consent of LESSOR which shall not be unreasonably withheld by LESSOR. All alterations, with the exception of those items		
37	required by the Statewide Inter-Agency Agreement (AB 3632) to be performed by the School District,		
	shall be performed at COUNTY's sole cost and expense by licensed and bondable contractors in a good		
	and workman like manner. All alterations must comply with the Field Act, the California Environmental		

Quality Act, and any other applicable law, code, rule and regulation relating to Construction of the

Exhibit 4 alterations. COUNTY shall obtain performance and payment bonds for 100% value of the Alterations 1 and provide LESSOR with all "as built" drawings. 2 3 3 of 13 4 RI: 5/15/2008 GA1254-240 LEASE STANDARD FORM 5 6 9. REPAIR, MAINTENSCE, AND JANITORIAL SERVICES (5.1 S) 7 8 LESSOR shall provide at its own cost and expense all repair, maintenance, (including fire extinguishers), and 9 janitorial supplies and services to Premises, including but not limited to the repair, maintenance, and 10 replacement as necessary, of the Heating, Ventilation, Air Conditioning ("HVAC") system. 11 12 During all operating hours the HVAC system serving the Premises shall be capable of maintaining the 13 Premises at 78° Dry Bulb at a maximum range of 40% to 60% Relative humidity during the summer when 14 the outdoor temperature is 95° Dry Bulb, and at 68° Dry Bulb in the winter when the outside temperature is 15 35° Dry Bulb. 16 17 In order for the COUNTY to comply with the California Code of Regulations, Title 8, Section 5142, and as 18 it may be subsequently amended, LESSOR shall inspect the HVAC system at least once every quarter or on 19 a schedule agreed to in writing by LESSOR and COUNTY, and provide repair and maintenance 20accordingly. LESSOR's inspections and maintenance of the HVAC system shall be documented in writing. 21 The LESSOR shall at a minimum maintain a record of: (a) the name of the individual(s) inspecting and/or 22 maintaining the system, (b) the date of the inspection and/or maintenance, and (c) the specific findings and 23 actions taken. The LESSOR shall ensure that such records are retained for at least five (5) years. The 24 LESSOR shall make all HVAC records required by this section available to COUNTY for examination and 25 copying, within forty-eight (48) hours of a written request. LESSOR acknowledges that COUNTY may be 26 subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given 27 timeframes. Should COUNTY incur fines and/or penalties as a direct result of LESSOR's failure to provide 28 said records to COUNTY, LESSOR shall reimburse COUNTY for said fines and/or penalties within thirty 29 (30) days upon written notice. 30 31

Janitorial supplies and services shall be provided on a five-day-per-week basis in accordance with Exhibit C (JANITORIAL SPECIFICATIONS) attached hereto and made a part hereof. If LESSOR fails to provide satisfactory repair, maintenance, and janitorial services to the Premises, the Manager, HCA/Facilities Operations, may notify LESSOR in writing; and if LESSOR does not instigate measures to provide satisfactory service and/or to remedy the unsatisfactory conditions within four (4) days after COUNTY has placed such notice in the mail to LESSOR directed to the address shown for LESSOR in the clause entitled (NOTICES) below, or has personally delivered such notice to LESSOR, COUNTY may provide the repair, maintenance, and/or janitorial service necessary to remedy the unsatisfactory condition and assure satisfactory service or have others do so. Should COUNTY incur cost to remedy

	Exhibit 4		
	unsatisfactory conditions and insure satisfactory service, LESSOR shall reimburse COUNTY for said		
1	costs within thirty (30) days upon written notice.		
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3 4	If LESSOR fails to provide satisfactory janitorial supplies to Premises, the Manager, HCA/Facilities		
5	4 of 13		
6	RI: 5/15/2008 GA1254-240		
7	LEASE STANDARD FORM		
8	Operations, may notify LESSOR either verbally or in writing; and if ESSOR does not provide janitorial		
9	supplies within twenty-four (24) hours after LESSOR has received such written notice from COUNTY,		
10	COUNTY may provide the janitorial supplies necessary or have others do so. Should COUNTY incur		
11	cost to remedy an unsatisfactory janitorial supplies situation, LESSOR shall reimburse COUNTY for		
12	said costs within thirty (30) days upon written notice.		
13			
14	If LESSOR or its representative cannot be contacted by COUNTY for emergency repairs and/or		
15	services the same day any emergency repairs and/or services are necessary to remedy the emergency		
16	condition, or if LESSOR following such contact by COUNTY is unable or refuses to make the		
17	necessary repairs within reason or provide the necessary services, COUNTY may at its option have the		
18	necessary repairs made and/or provide services to remedy the emergency condition. Should COUNTY		
19	incur cost to remedy emergency repairs and/or service, LESSOR shall reimburse COUNTY for said		
20	costs within thirty (30) days upon written notice.		
21			
22	Should COUNTY be forced to shut down its operations within the Premises due to LESSOR's failure to		
23	provide services required by this clause, LESSOR shall be responsible for the cost, to the COUNTY, of		
24	such a shutdown.		
25			
26	LESSOR shall provide COUNTY with a complete copy of the janitorial contract covering the Premises,		
27	including the janitorial schedule and any other exhibits.		
28			
29	10. UTILITIES (5.2 N)		
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31	LESSOR shall be responsible for and pay, prior to the delinquency date, all charges for utilities		
32	supplied to the Premises except telephone service, facsimile lines, data circuit lines, modem lines, or		
33	other dedicated special purpose lines which shall be the obligation of COUNTY. Should LESSOR fail		
34	to provide utility service to the Premises (and such failure is within LESSOR's control) COUNTY may		
35	provide such service. Should COUNTY incur costs to provide utilities services, LESSOR shall		
36	reimburse COUNTY for said costs within thirty (30) days upon written notice.		
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Exhibit 4

2	Property/Fire Insurance: LESSOR shall obtain and keep in force during the term of this Lease a		
3	policy or policies of property and fire insurance with extended coverage, covering the loss or damage to		
4	the Premises to the full insurable value of the improvements located on the Premises, (including the full		
5	value of all improvements, and fixtures owned by LESSOR), at least in the amount of the full		
6	replacement cost thereof, and in no event less than the total amount required by any lender holding a		
7	security interest, against all perils included within the classification of fire, extended coverage,		
8			
9	5 of 13		
10	RI: 5/15/2008 GA1254-240		
11	LEASE STANDARD FORM		
12	vandalism, malicious misc ief, special extended perils ("all risk" as such term is used in the insurance		
13	industry).		
14			
15	Included in the policy or policies of property and fire insurance shall be a standard waiver of the right of		
16	subrogation against COUNTY by the insurance company issuing said policy or policies. LESSOR shall		
17	provide COUNTY with evidence of compliance with these requirements.		
18			
19	LESSOR's insurance (a) shall be in a form satisfactory to COUNTY and carried with a company (or		
20	companies) acceptable to COUNTY and licensed to do business in the state of California, (b) shall		
21	provide that such policies shall not be subject to material alteration or cancellation without at least		
22	thirty (30) days prior written notice to COUNTY, and (c) shall be primary, and any insurance carried by		
23	COUNTY shall be excess and non-contributing. LESSOR's policy or policies, or duly executed		
24	certificates for them, shall be deposited with COUNTY prior to the Commencement Date of this Lease,		
25	and prior to renewal of such policies. If LESSOR fails to procure and maintain the insurance required to		
26	be procured by LESSOR under this Lease, COUNTY may, but shall not be required to, order such		
27	insurance. Should COUNTY incur any cost for such item, LESSOR shall reimburse COUNTY for such		
28	cost within thirty (30) days upon written notice.		
29			
20	Lightlity Ingunance, LESCOD shall obtain and leasn in famos during the term of this Lease a policy or		

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<u>Liability Insurance</u>: LESSOR shall obtain and keep in force during the term of this Lease a policy or 31 policies of comprehensive liability insurance covering all injuries occurring within the building and the 32 Premises. The policy or policies evidencing such insurance shall name COUNTY as an additional 33 insured, shall provide that same may not be cancelled or amended without thirty (30) days prior written 34 notice to COUNTY, and shall provide for a combined coverage of bodily injury and property damage in 35 the amount of not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and in a form acceptable to 36 37 COUNTY. Prior to the Commencement Date of this Lease and upon renewal of such policies, LESSOR

shall submit to COUNTY suitable evidence that the foregoing policy or policies are in effect.

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Exhibit 4

2 COUNTY shall defend, indemnify and save harmless LESSOR, its officers, agents, and employees, 3 from and against any and all claims, demands, losses, or liabilities of any kind or nature which 4 LESSOR, its officers, agents, and employees may sustain or incur or which may be imposed upon them 5 for injury to or death of persons, or damage to property as a result of, or arising out of, the negligence of 6 COUNTY, its officers, agents, employees, subtenants, invitees, or licensees, in connection with the 7 occupancy and use of the Premises by COUNTY. 8 Likewise LESSOR shall defend, indemnify and save harmless COUNTY, its officers, agents, and 9 employees from and against any and all claims, demands, losses, or liabilities of any kind or nature which 10 11 6 of 13 RI: 5/15/2008 GA1254-240 12 LEASE STANDARD FORM 13 14 COUNTY, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the negligence of 15 LESSOR, its officers, agents, employees, invitees, or licensees, in connection with the ownership, 16 maintenance, or use of the Premises. 17 18 13. TAXES AND ASSESSMENTS (5.6 N) 19 20 All taxes and assessments which become due and payable upon the Premises shall be the full 21 responsibility of LESSOR, and LESSOR shall cause said taxes and assessments to be paid prior to the 22 due date. Should LESSOR fail to pay taxes and assessments due upon the Premises, COUNTY may 23 pay such amount due and COUNTY shall be reimbursed by LESSOR within thirty (30) days upon 24 written notice. 25 26 14. BUILDING AND SAFETY REQUIREMENTS (5.7 S) 27 28 During the full term of this Lease, LESSOR, at LESSOR's sole cost, agrees to maintain the Premises in 29 compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are 30 applicable on the date of this Lease, and as they may be subsequently amended. 31 32 Included in this provision is compliance with the Americans with Disabilities Act (ADA) and all other 33 federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on 34 the dates of this Lease, and as they may be subsequently amended. 35 36 LESSOR further agrees to maintain the Premises as a "safe place of employment," as defined in the 37 California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the

date of this Lease, and as they may be subsequently amended.

	Exhibit 4		
	In the event LESSOR neglects, fails, or refuses to maintain said Premises as aforesaid, COUNTY may,		
1	notwithstanding any other termination provisions contained herein:		
2			
3	A. Terminate this Lease; or		
4	B. At COUNTY's sole option, cure any such default by performance of any act, including payment		
5			
6	upon written notice.		
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10	7 of 13		
11	RI: 5/15/2008 GA1254-240		
12	LEASE STANDARD FORM		
13			
14	15. TOXIC MATERIALS (5.9 S)		
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16	relating to the storage use and disposal of hydrocarbon substances and hazardous, toxic or radioactive		
17			
	motten including but not limited to these metanicle identified in Title 26 of the California Code of		

matter, including, but not limited to, those materials identified in Title 26 of the California Code of 18 Regulations (collectively "Toxic Materials"). COUNTY shall be responsible for and shall defend, 19 indemnify and hold LESSOR, its officers, directors, employees, agents, and representatives, harmless 20from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in 21 connection with the storage, use, and disposal of Toxic Materials on the Premises by COUNTY. If the 22 storage, use, and disposal of Toxic Materials on the Premises by COUNTY results in contamination or 23 deterioration of water or soil resulting in a level of contamination greater than maximum allowable 24levels established by any governmental agency having jurisdiction over such contamination, COUNTY 25 shall promptly take any and all action necessary to clean up such contamination. 26

27 Likewise, LESSOR hereby warrants and represents that LESSOR has in the past and will hereafter 28comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances 29 and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in 30 Title 26 of the California Code of Regulations (collectively "Toxic Materials"). LESSOR shall be 31 responsible for and shall defend, indemnify and hold COUNTY, its officers, directors, employees, 32 agents, and representatives, harmless from and against all claims, costs and liabilities, including 33 attorneys' fees and costs arising out of or in connection with the previous, current and future storage, use 34 and disposal of Toxic Materials on the Premises (or building if the Premises comprises only a portion of 35 said building) by LESSOR. If the previous, current and future storage, use, and disposal of Toxic 36 Materials on the Premises by LESSOR results in contamination or deterioration of water or soil resulting 37 in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, LESSOR shall promptly take any and all action necessary to clean up such contamination.

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2 3	16. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (6.4 S)
4 5 7 8 9 10 11 12	This Lease and all rights of the COUNTY hereunder are subject and subordinate to any mortgage or deed of trust which does now or may hereafter cover the Premises or any interest of LESSOR therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgage or deed of trust; except, insofar as COUNTY is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust shall not result in the termination of this Lease or the displacement of COUNTY. In the event of transfer of title to the Premises, including any proceedings brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust or by any other transfer
13	8 of 13
14 15 16 17	RI: 5/15/2008 GA1254-240 LEASE STANDARD FORM
18 19 20 21 22 23	of title covering the Premises, COUNTY shall attorn to and recognize any subsequent title holder as the LESSOR under all terms, covenants and conditions of this Lease. COUNTY's possession of the Premises shall not be disturbed by the LESSOR or its successors in interest, and this Lease shall remain in full force and effect. Said attornment shall be effective and self-operative immediately upon succession of the current title holder, or its successors in interest, to the interest of LESSOR under this Lease.
 24 25 26 27 28 29 30 31 32 33 	Notwithstanding the above, this Lease is contingent upon LESSOR's obtaining a <i>Subordination</i> , <i>Attornment and Non-Disturbance Agreement</i> from LESSOR's lender, within thirty (30) days of LESSOR's execution of this Lease. LESSOR shall require all future lenders on the Premises upon initiation of their interest in the Premises, to enter into a <i>Subordination</i> , <i>Attornment and Non-Disturbance Agreement</i> with COUNTY thereby insuring COUNTY of its leasehold interests in the Premises. Said <i>Subordination</i> , <i>Attornment and Non-Disturbance Agreement</i> shall be in the form of COUNTY's standard form <i>Subordination</i> , <i>Attornment and Non-Disturbance Agreement</i> shown on "Exhibit D," attached hereto and by reference made a part hereof, or in a form approved by Corporate Real Estate and County Counsel.
34 35 36 37	Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at foreclosure sale shall do so subject to this Lease and shall thereafter perform all obligations and be responsible for all liabilities of the LESSOR under the terms of this Lease.

Upon default by LESSOR of any note or deed of trust, COUNTY may, at its option, make all lease payments directly to Lender, and same shall be applied to the payment of any and all delinquent or future installments due under such note or deed of trust.

17. ESTOPPEL CERTIFICATE (6.5 S) Exhibit 4

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2	COUNTY agrees that the County Executive Officer shall furnish from time to time upon receipt of a		
3	written request from LESSOR or the holder of any deed of trust or mortgage covering the Premises or		
4	any interest of LESSOR therein, COUNTY's standard form <i>Estoppel Certificate</i> containing		
5	information as to the current status of the Lease shown on "Exhibit E" attached hereto and by reference		
6	made a part hereof, or in a form approved by Corporate Real Estate and County Counsel.		
7			
8	18. DEFAULTS AND REMEDIES (6.8 S)		
9			
10	The occurrence of any of the following shall constitute an event of default:		
11			
12	B. Failure to perform any obligation, agreement or covenant under this Lease.		
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14	9 of 13		
15	RI: 5/15/2008 GA1254-240 LEASE STANDARD FORM		
16	LEASE STANDARD FORM		
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19			
20	In the event of any non-monetary breach of this Lease by COUNTY, LESSOR shall notify COUNTY in		
21	writing of such breach, and COUNTY shall have fifteen (15) days in which to initiate action to cure said		
22	breach.		
23			
24 25	In the event of any non-monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in		
25	writing of such breach and LESSOR shall have fifteen (15) days in which to initiate action to cure said		
26	breach.		
27	In the event of any monotony breach of this Lease by COUNTY LESSOD shall notify COUNTY in		
28 29			
29 30			
31	specified outer wise within this Lease.		
32	In the event of any monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in		
33	writing of such breach, and LESSOR shall have fifteen (15) days in which to cure said breach, unless		
34	specified otherwise within this Lease.		
35			
36	19. LABOR CODE COMPLIANCE (6.10 S)		
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21	As required by applicable law, LESSOR acknowledges and agrees that all improvements or		
	modifications required to be performed as a condition precedent to the commencement of the term of		
	this Lease or any such future improvements or modifications performed by LESSOR at the request of		

COUNTY shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter

1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.). These provisions are applicable to improvements or modifications costing more than \$1,000. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft,

classification, or type of workman needed to execute the aforesaid improvements or modifications from 7 the Director of the State Department of Industrial Relations. Copies of said prevailing wage rates may be 8 obtained from the State of California, Department of Industrial Relations, or the County's Manager, 9 HCA/Facilities Operations.

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11 As required by applicable law, LESSOR hereby agrees to pay or cause its contractors and/or 12 subcontractors to pay said prevailing wage rates at all times for all improvements or modifications to 13 be completed for COUNTY within the premises, and LESSOR herein agrees that LESSOR shall post, 14 or cause to be posted, a copy of the most 15

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17 RI: 5/15/2008

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19 current, applicable prevai mg wage rates at the site where the improvements or modifications are 20 performed. 21

22 As required by applicable law, LESSOR shall maintain certified payroll records for all workers that will 23 be assigned to the improvements or modifications and shall produce such records upon request by 24 COUNTY or other state agency. Said payroll records shall contain, but not be limited to, the complete 25 name, address, telephone number, social security number, job classification, and prevailing wage rate 26 for each worker.

27

28 If LESSOR neglects, fails, or refuses to provide said payroll records to COUNTY, upon request, and 29 LESSOR was otherwise required to maintain such records by applicable law, such occurrence shall 30 constitute an event of default of this lease and COUNTY may, notwithstanding any other termination 31 provisions contained herein:

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33 A. Terminate this Lease; or

34 B. At COUNTY's option, COUNTY may estimate, in its sole discretion, the amount of such 35 prevailing wage rates not paid by LESSOR. LESSOR shall then reimburse COUNTY for said 36 estimated amount within thirty (30) days upon written notice.

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Except as expressly set forth in this Lease, nothing herein is intended to grant authority for LESSOR to perform improvements or modifications on space currently leased by COUNTY or for which COUNTY has entered into a lease or lease amendment.

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STANDARD FORM

20. RIGHT TO WORK AND MINIMUM WAGE LAWS (6.13 S)

1			
2	In accordance with the United States Immigration	on Reform and Control Act of 1986, LESSOR shall	
3 4		service the Premises or terms and conditions of this identity and eligibility for employment in the United	
5	Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United		
6	States. LESSOR shall also require and verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their		
7	employees and their eligibility for employment in		
8	employees and then engloting for employment in		
9	Pursuant to the United States of America Fair L	abor Standard Act of 1938, as amended, and State of	
10	Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, LESSOR shall pay no less than the greater of the Federal of		
11	California minimum wage to all its employees that directly or indirectly service the Premises, in any		
12	manner whatsoever. LESSOR shall require and verify that all its contractors or other persons servicing		
13	•	eir employees no less than the greater of the Federal or	
14	California minimum wage.		
15			
16		l of 13	
17	RI: 5/15/2008 LEASE	GAI254-240 STANDARD FORM	
18 19			
19 20	LESSOR shall comply an Pverify that its contractors comply wit all other Federal and State of California		
20	laws for minimum wage, overtime pay, record kee	ping, and child labor standards pursuant to the	
22	servicing of the Premises or terms and conditions of	of this Lease.	
23			
24	Notwithstanding the minimum wage requirements	provided for in this clause, LESSOR, where	
25	applicable, shall comply with the prevailing wage	and related requirements, as provided for in the Clause	
26	(LABOR CODE COMPLIANCE) of this Lease.		
27			
28	21. NOTICES (8.1 S)		
29			
30	All written notices pursuant to this Lease shall be addressed as set forth below or as either party may		
31	hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by		
32	facsimile machine, or seventy-two (72) hours after deposit in the United States Mail.		
33	TO: LESSOR	TO: COUNTY	
34	Placentia-Yorba Linda Unified School District	County of Orange	
35	1301 E. Orangethorpe Avenue	Health Care Agency	
36 27	Placentia, CA 92870	Facilities Operations	
37	Attention: Assistant Superintendent	405 W. Fifth Street, Suite 610	
	Business/Administration	Santa Ana, CA 92701	
		Attn: Manager	
	With a copy to:	12 of 15	

Atkinson, Andelson, Loya, Ruud & Romo

17871 Park Plaza Drive, Suite 200 Cerritos, CA 90703 Attn: Andreas C. Chialtas

22. ATTACHMENTS (8.2 S)

This Lease includes the following, which are attached hereto and made a part hereof:

I. GENERAL CONDITIONS

II. EXHIBITS

- A. Lease Description Premises
- B. Plot Plan Premises
- C. Janitorial Specifications
- D. Subordination, Attornment, and Non-Disturbance Agreement
- E. Estoppel Certificate

12 of 13

RI: 5/15/2008 LEASE GA1254-240

1	IN WITNESS WHEREOF, the parties have exe	ecuted this Agreement the day and year first above
2	written.	
3		T DOGOD
4	APPROVED AS TO FORM:	Placentia-Yorba Linda Unified School District
5	OFFICE OF COUNTY COUNSEL	By: Robert a Klimpen
6 7	ORANGE COUNTY, CALIFORNIA	By. J. Hour (1) - Compart
8		Drint Name: Dehart A. Klamman
8 9	By_ Thomas A. Mill	Print Name: <u>Robert A. Klempen</u>
10	Senior Deputy	Title: <u>Assistant Superintendent</u>
11 12	Date <u>S</u> -	
13		By:
14		
15	RECOMMENDED FOR APPROVAL>	
16	0CPW/Corporate Real Estate	Print Name:
17		
18	By	Title:
19	Ronald Inouve	
20	Corporate Real Estate	
21	and the second s	
22	By Alle	
23	Timothy Moe	
24	HC A Leasing Manager	
25		
26		
27	SIGNED AND CERTIFIED THAT A COPY OF	
28	THIS DOCUMENT HAS BEEN DELIVERED	
29	TO THE CHAIR OF THE BOARD PER CGC §	
30		COUNTY
31	Attact.	
32	Attest:	COUNTY OF ORANGE
33 34	Jom y Jonk K	son and
35	25103, RESO. 79-1535	Chair of the Board of Supervisors
36	DARLENE J. BLOOM	Orange County, California
37	Clerk of the Board of Supervisors	
	of Orange County, California	