

STANDARD SUBLEASE FORM

SUBLEASE COVERING PREMISES LOCATED AT 9650 Ninth Street Rancho Cucamonga, CA 91730
SUBLESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO. 95-6002748
SUBTENANT AGENCY Employment Development Department

Lease No.: 5256-001
Project No.: 2775

Preamble

This Agreement, made and entered into this 20th day of May, 2022, is a Sublease of that certain Lease Agreement (the "Master Lease") dated April 21, 2020, between Rancho Tech, LLC, as Lessor (the "Master Lessor") and San Bernardino County as Lessee. This Sublease agreement is between

SAN BERNARDINO COUNTY

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 9650 Ninth Street, Rancho Cucamonga, CA 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 May 13, 2021 and made a part of this sublease by this reference; and

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

WHEREAS, San Bernardino County 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 Rancho Cucamonga, County of San Bernardino, State of California, and more particularly described as follows:

Approximately 10,118 net usable square feet of office space on the first floor (consisting of 7,445 net usable square feet of shared space as outlined in green and 1,300 net usable square feet of exclusive space as outlined in red and 1,373 square feet of common area as noted on the attached Exhibit A Plan), of the building located at together with Specifications marked Exhibit "B" and Sublessor compliance procedures marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 2775 dated May 13, 2021, hereby being incorporated by said reference into this sublease, and including twenty-seven (27) nonexclusive, 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 August 1, 2021 and shall end on May 31, 2025, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. Both the State and the Sublessor may terminate this sublease at any time effective on or after August 1, 2023, by giving written notice to the other party at least ninety (90) 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:

TWENTY THOUSAND SEVEN HUNDRED FORTY-ONE AND 90/100 DOLLARS (\$20,741.90) from August 1, 2021, through July 31, 2022; then

TWENTY-ONE THOUSAND FOUR HUNDRED FIFTY AND 16/100 DOLLARS (\$21,450.16) from August 1, 2022, through July 31, 2023; then

TWENTY-TWO THOUSAND ONE HUNDRED FIFTY-EIGHT AND 42/100 DOLLARS (\$22,158.42) from August 1, 2023, through July 31, 2024; then

TWENTY-TWO THOUSAND EIGHT HUNDRED SIXTY-SIX AND 68/100 DOLLARS (\$22,866.68) from August 1, 2024, through May 31, 2025; 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 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 deposited in the United States Mail, certified and postage prepaid and addressed as follows:

To the Sublessor San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

Phone No.: (909) 387-5000
Email: keith.burke@res.sbcounty.gov

and to the State:

**DEPARTMENT OF GENERAL SERVICES,
REAL ESTATE SERVICES DIVISION
LEASE MANAGEMENT (C) 5256-001
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605**

**PHONE NO. (916) 375-4172
FAX NO. (916) 375-4173**

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS**

Rental warrants shall be made payable to: San Bernardino County

and mailed to: Workforce Development Department
290 North D Street, Suite 600
San Bernardino, CA 92415-0046

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 August 1, 2021, 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 titled, "Office Quarters, Project No. 2775" dated May 13, 2021 and in accordance with Exhibit "B", consisting of twenty-six (26) pages, plus cover sheet, titled, "Outline Specifications, Project No. 2775" dated May 13, 2021, and Exhibit "C" consisting of ten (10) pages titled, "Administrative Requirements, Project No. 2775" dated May 13, 2021 which Exhibits "A" and "B" and "C" are by this reference incorporated herein. The parties hereby acknowledge and agree that as of the date of the sublease, the foregoing improvements have previously been completed and accepted by the State and notwithstanding anything to the contrary in this Sublease, no additional improvements are being constructed by Sublessor as of the date of this sublease.

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

~~7. 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, 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 August 1, 2021, 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.

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 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 within 30 days after written notice from Sublessee and does not diligently pursue the remedy to completion, 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 Construction Materials (ACCM) and agrees to the conditions for survey, testing, and abatement of ACCM 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, at Sublessor's sole cost and expense, during the term of this sublease shall furnish 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, ashtrays, and dispose of all trash and rubbish.
- (2) Clean and sanitize all restroom fixtures, chrome pipes, mirrors, etc., and maintain in sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
- (3) Clean splash marks from walls of restrooms.
- (4) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins).
- (5) Sweep or dust mop all hard surface floors, vacuum and/or carpet sweep traffic lanes of carpet including stairways.
- (6) Remove finger marks and smudges from all glass entrance doors.
- (7) Dust the tops of all furniture, counters and cabinets.
- (8) Clean and sanitize drinking fountain.
- (9) Damp clean coffee table tops in coffee rooms.
- (10) Clean kitchen sink and counters
- (11) Remove papers and debris outside main entrance.
- (12) Sweep entryway.
- (13) Brush down steps of inside stairwells.
- (14) Vacuum elevator carpet. All carpeted areas are to be vacuumed using a dual motor vacuum with a rotating cylindrical brush, rather than a beater bar.
- (15) Spot clean all walls and doors including elevator.
- (16) Spot clean carpets of small spills, footprints, etc.
- (17) Keep janitor closets neat and orderly.

Weekly:

- (1) Wet mop all tiled/terrazzo floors.
- (2) Clean all desktops that are cleared.
- (3) Clean hand marks from walls, doors and woodwork.
- (4) Vacuum all carpeting completely. All carpeted areas are to be vacuumed using a dual motor vacuum with a rotating cylindrical brush, rather than a beater bar.
- (5) Supply and replace interior entry mats with commercial grade cleaned mats.
- (6) Replace light bulbs and tubes inside building, as needed.

Twice Monthly:

- (1) Clean lobby directories and fire extinguisher glass.
- (2) Dust high areas including window coverings.
- (3) Vacuum upholstered furniture
- (4) Machine clean and seal all tiled floors



Monthly or as needed:

- (1) Licensed pest control service for interior and exterior of premises to be provided after regular business hours.

Quarterly:

- (1) Vacuum dust and dirt accumulation from air conditioning vents
 - (2) Brush down cobwebs inside building
 - (3) Replace cartridge in rest room automatic air fresheners
 - (4) ~~Clean and sanitize the lobby, childcare, training, meeting and conference rooms, including and not limited to furniture, chairs, toys, removable floor carpeting and/or floor mats.~~
 - (5) Wash all exterior and interior windows, ~~window blinds, light fixtures, walls, and painted surfaces.~~
 - (6) Carpet to be professionally cleaned using a wet/dry extraction process per the carpet manufacturer's instructions.
- E. Provide security alarm monitoring services and furnish ongoing maintenance and prompt repair of any and all security and access control systems, for which the State's fair share cost is included in the monthly rent as shown in paragraph 4.

In the event of failure by the Sublessor to furnish any of the above services or supplies in a satisfactory manner and the Sublessor does not commence to remedy such failure within thirty (30) days after written notice from Sublessee and does not diligently pursue the remedy to completion, 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, manufacturers 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 intrabuilding network cable and inside wire cable used for voice and data transmission.
 - (8) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
 - (9) Maintaining landscaped areas, including sprinklers, drainage, etc., ~~on a weekly basis~~, 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 standing 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 hour 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 and Sublessor does not commence to remedy such failure within thirty (30) days after written notice from the State and does not diligently pursue to remedy to completion, 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 ([X] 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 with prior written approval of the Sublessor, which shall not be unreasonably withheld. 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.

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 at by 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 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 either reimburse Sublessor by a single total payment for the cost of such work; or, with Sublessor's prior written approval, State will amortize the cost of the requested work over the remaining term of this sublease by increasing the monthly rent by an amount to include principal and interest on the unpaid balance. The interest rate may not exceed the prime rate (the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's 30 largest banks) plus 2 percent (2%) as of the date of the State's written authorization to proceed.

In the event State terminates this sublease on or after the end of the firm term, but before the expiration date of the sublease, State agrees to pay to Sublessor the portion of the principal balance which is unamortized as of the effective date of termination. Said payment shall be a single payment to be made within forty-five (45) days after the effective date of the termination.

Assignment and Subletting

17. The State shall not assign this sublease without prior written consent of the Sublessor, which shall not be unreasonably withheld, and shall not sublet the subleased premises without the prior written consent of the Sublessor, which consent shall not be unreasonably withheld.

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 10 percent (10%) or less of the floor space of the subleased premises unusable for the purpose intended, Sublessor shall commence restoration of the premises as quickly as is reasonably possible within ninety (90) days.

In the event such casualty shall render more than 10 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 thirty (30) calendar days after such destruction, or if such notice shall specify that such repairs will require more than one hundred eighty (180) days to complete from date such notice is given, State, in either such event, at its option, and in addition to maintaining occupancy, may terminate this sublease.

In the event of any such destruction other than total, where the State has not terminated the sublease as herein provided, Sublessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not commenced within the period of ~~thirty (30)~~ ninety (90) days for destruction aggregating 10 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 10 percent (10%), the State shall have the option to terminate this sublease.

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.

Any access by the Sublessee is at the Sublessee's sole risk. Notwithstanding anything to the contrary in this Section 20, Sublessor shall have no obligation to restore the premises in the last two years of the sublease term.

**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

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

D. 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 insure 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 Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

DVBE Participation Requirement 24. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and California Certified Small Business (SB) and we encourage the Sublessor to utilize DVBE and Certified SB to fulfill its sublease obligation under this sublease.

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 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 vacate 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, and to the extent that the County also remains in possession of the premises, this sublease shall be automatically extended on a month to month basis, subject to ninety (90) 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 one hundred and eighty (180) 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.

**Construction
Related
Accessibility
Standard
Compliance 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). Although state law does not require a CASp inspection of the premises, the Sublessor may not prohibit the subtenant from obtaining a CASp inspection of the premises for occupancy by the subtenant, if requested by the subtenant. 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 with the premises.
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the subleased 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 sublease pursuant to subdivision (b).
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the subleased 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 Sublease. 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.

Insurance

32. Sublessor understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Victim Compensation and government Claims Board, P.O. Box 3035, Sacramento, CA 95812-3035. (Gov. Code Section 900, et seq.) Internet link www.vcgcb.ca.gov.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by State employees for official business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, PO Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicles liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Victim Compensation and Government Claims Board (Gov. Code section 900, et. seq.)

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by Labor Code.

Indemnification

33. The State agrees to indemnify and hold harmless the Sublessor to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of the State's use of said premises during the term of this sublease, except to the extent that any such damages or expenses suffered by Sublessor are the result of Sublessor's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Sublessor and/or where the State is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the State's constitutional and statutory public responsibilities.

Sublessor agrees to indemnify and hold harmless the State in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which State may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Sublessor, its employees, or any person or persons acting under the direct control and authority of the Sublessor or its employees, in connection with the State's occupancy of said premises under and during the term of this sublease except to the extent that any such damages or expenses suffered by State are the result of State's sole negligence.

Subject to Master Lease

34. This Sublease is and shall be at all times subject and subordinate to the provisions of the Master Lease and the rights of Master Landlord pursuant to the Master Lease. Except as specifically provided herein, to the extent the terms of this Sublease conflict with the terms of the Master Lease, the Master Lease shall control and to the extent that any of the terms of this sublease directly conflict with a term of the Master Lease or purport to grant State a right that the Sublessor is not entitled to under the Master Lease, such term hereof shall be of no force or effect.

Superseding An Existing Sublease

35. Effective upon acceptance and occupancy of this space hired herein, this lease supersedes and cancels that certain sublease for premises located at 9650 Ninth Street, Rancho Cucamonga, California, dated September 9, 2016, by and between San Bernardino County as Sublessor, and the State of California by and through its Director of the Department of General Services.

IN WITNESS WHEREOF, this sublease has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA
Approval Recommended

COUNTY OF SAN BERNARDINO

See attached Signature page

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

By _____
Clyde Stormont, Real Estate Officer
Real Estate Leasing and Planning Section

Date _____

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
Brian Hensley, Leasing Manager
Real Estate Leasing and Planning Section

Date _____

COUNTY OF SAN BERNARDINO

Dawn Rowe, Chair
Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Lynna Monell, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng, Deputy County Counsel

Date: _____

Lease No.: 5256-001
Project No.: 2775

