

LEASE

HEALTH SERVICES DEPARTMENT
VITAL RECORDS
2120 Diamond Boulevard, Suite 110
Concord, CA

This lease is dated October 8, 2024 and is between Nancy Weil, Trustee of the Nancy Weil Price Trust; Julius Aires, Trustee of the Julius Aires Trust Agreement dated November 15, 2005; Nina Weil, Trustee of the Nina Weil Trust Agreement dated October 19, 2005; Ecuttel, LLC, a California limited liability company; Charles Lawrence Marks and Gladys Monroy Marks, Trustees of the Marks Family Trust dated May 14, 1999; Alexander R. Lithgow and Karen V. Lithgow, Trustees of the Lithgow 1996 Revocable Trust dated July 10, 1996, (collectively, the "**Lessor**") and the County of Contra Costa, a political subdivision of the State of California ("**County**").

Recitals

- A. Lessor is the owner of the building located at 2120 Diamond Boulevard in Concord, California (the "**Building**").
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 2,586 square feet of floor space on the first floor known as Suite 110 (the "**Premises**"), as shown in the floor plan attached as Exhibit A, along with the non-exclusive use of the parking lot.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms of this lease, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.
- 2. Term. The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.
 - a. Initial Term. The "**Initial Term**" is 10 years, commencing on the Commencement Date, as defined in Exhibit B.
 - b. Renewal Terms. County has two options to renew this lease for a term of five years for each option (each, a "**Renewal Term**") upon all the terms and conditions set forth in this lease.

- i. County will provide Lessor with written notice of its election to renew the lease no less than six months prior to the end of the Term. However, if County fails to provide such notice, its right to renew the lease will not expire until fifteen working days after the County's receipt of Lessor's written demand that the County exercise or forfeit the option to renew.
 - ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
- 3. Rent. County shall pay rent ("**Rent**") to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:
 - a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
1-12	\$5,560.00
13-24	\$5,727.00
25-36	\$5,899.00
37-48	\$6,076.00
49-60	\$6,258.00
61-72	\$6,446.00
73-84	\$6,639.00
85-96	\$6,838.00
97-108	\$7,043.00
109-120	\$7,254.00

- b. Renewal Term. Rent during the Renewal Term will be at the then-fair market rental value of the Premises. The fair market rental value of the Premises will be established by the mutual agreement of the parties. The parties shall use good faith efforts to establish the fair market value of the rent for the Renewal Term not less than twenty months prior to the commencement of the Renewal Period. If the parties fail to agree on the fair market rental value of the Premises by the date that is eighteen months prior to the commencement of the Renewal Period, the parties will engage a real estate appraiser with knowledge of the commercial real estate market in the area to determine the fair market value of the Premises. The parties shall each bear one-half the cost of the appraiser.
 - c. Fractional Month. Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

4. Tenant Improvements. Lessor shall cause tenant improvements to the Premises to be completed as described in Exhibit B to this lease.
5. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
6. Full Service Lease. Subject to Section 6 – Maintenance and Repairs, this is a full service lease. Lessor shall pay all of the Building's operating costs, including, but not limited to, all maintenance and repairs, real estate taxes, and building insurance. Lessor shall pay for all utilities, including but not limited to, gas and electric service, water, and sewer. In addition, Lessor shall provide and pay for all pest control, janitorial and refuse collection services.
7. Maintenance and Repairs.
 - a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, used in the Premises.
 - b. Fire Extinguishers; Smoke Detectors; Strobe Alarms. Lessor shall provide fire extinguishers, smoke detectors, and strobe alarms in the Premises as required by current laws, regulations, and the Fire Marshall. Lessor shall maintain, repair, and replace the fire extinguishers, smoke detectors, and strobe alarms as needed.
 - c. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. County shall maintain all locks and key systems used in the Premises. The County may install and maintain an alarm system, if deemed necessary by County.
 - d. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
 - e. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. Normal operating hours are Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m., excluding generally recognized holidays. If County requires the use of the HVAC systems outside the normal operating hours, County is responsible for the actual utility costs of the HVAC incurred. County is responsible for the installation, repair and/or replacement of the HVAC system in the Technology/Server Room.
 - f. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair.

- g. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar work that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform the work at County's expense. In performing the work, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor 30 days prior written notice, change the scope of work, terminate any or all work, or require that work be performed by a different contractor.
8. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term. Any proposed assignment of the lease is subject to the reasonable prior written approval of Lessor.
9. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part of the Premises at any time during the Term. Upon the assignment of the lease by County, the County will have no further obligation under the lease.
10. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises, (ii) attach fixtures and signs ("**County Fixtures**") in or upon the Premises which do not affect the Building systems, and (iii) install electric vehicle charging stations ("**Charging Stations**"). Any County Fixtures, exterior signs or fixtures, and the location of the Charging Stations, are subject to Lessor's prior approval, which approval may not be unreasonably withheld. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations, County Fixtures and for the cost of Charging Stations that are not required to be installed as part of the Tenant Improvements. All alterations and County Fixtures must comply with then-current code requirements and are to be removed by County at the expiration of the Term and any damage repaired.
11. Prior Possession. Commencing 30 days prior to the Commencement Date, County has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for County's occupancy and to store furniture, supplies and equipment, provided such work and storage and can be effected without unduly interfering with Lessor's completion of any tenant improvements.
12. Insurance.
- a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the self-insurance program.

- b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
13. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.
14. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
15. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.
16. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of such Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.
- Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.
- If Lessor fails to address a Perilous Condition within 24 hours after County's notice or to immediately address an emergency, County may attempt to resolve the Perilous Condition or emergency. Lessor shall reimburse County for its reasonable costs incurred by County in addressing the Perilous Condition or emergency promptly upon receipt of County's invoice.
17. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within 60 days from the date of the damage under the applicable laws and regulations of government authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while the repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a

fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in 60 days, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of the total destruction of the Premises.

18. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

“Hazardous Material” means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

19. Indemnification.

- a. County. County shall defend, indemnify and hold Lessor harmless from County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents, employees, or invitees in using the Premises pursuant to this lease, or the County's performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.
- b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, or invitees with respect to the Premises, or Lessor's performance under this lease, or the Lessor's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or

maintained by Lessor, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

20. Default.

The occurrence of any of the following events is a default under this lease:

a. County.

- i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "**Notice**") from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed 75 days from receipt of a Notice.
- ii. County's failure to comply with any other material term or provision of this lease if the failure is not remedied within 30 days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if the default cannot reasonably be remedied within the 30 day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of 90 days, provided County commences curing the default within 30 days and thereafter diligently proceeds to cure the default.

b. Lessor.

- i. Lessor's failure to complete the Tenant Improvements in accordance with the Improvement Agreement.
- ii. Lessor's failure to perform any other obligation under this lease if the failure is not remedied within 30 days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if the breach cannot reasonably be remedied within the 30 day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of 90 days, provided Lessor commences curing the breach within 30 days and thereafter diligently proceeds to cure the breach.

21. Remedies.

- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.

- b. County. If Lessor fails to complete the Tenant Improvements in accordance with the Improvement Agreement, County may terminate this lease by giving written notice to Lessor with no cost or obligation to County. Such termination is effective on the effective date of the written notice. Upon the occurrence of any other default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.
22. Notices. Any notice required or permitted under this lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:
- | | |
|------------|--|
| To Lessor: | PCOM
2600 Central Ave., Suite H
Union City, CA 94587 |
| To County: | Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553 |
- Either party may at any time designate in writing a substitute address for the address set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.
23. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
24. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease, except rent shall be 150% of the prior month's rent.
25. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
26. Governing Law. The laws of the State of California govern all matters arising out of this lease.

27. Severability. In the event that any provision of this lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
28. Real Estate Commission. In negotiating this lease, Lessor is represented by Colliers Parrish International, Inc., and the County represents itself. Lessor shall pay a real estate commission to Colliers Parrish International, Inc. pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that the County's contact with Lessor in connection with this lease has been directly with Colliers Parrish International, Inc.

Lessor shall pay to the County a real estate commission equal to \$18,840.00 as follows: one-half upon the execution of this lease and one-half on the Commencement Date.

Lessor warrants that no other broker or finder, other than Colliers Parrish International, Inc. and the County, can properly claim a right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Building. Lessor and the County shall indemnify, defend, protect, and hold each other harmless from and against any loss, cost, or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Colliers Parrish International, Inc. and the County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Building and this lease.

29. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease or the Improvement Agreement. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

LESSOR

By: _____
Warren Lai
Director of Public Works

By: _____
Nancy Weil
Trustee of the Nancy Weil Price Trust

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julius Aires
Trustee of the Julius Aires Trust
Agreement Dated November 15, 2005

By: _____
Stacey Sinclair
Senior Real Property Agent

By: _____
Nina Weil
Trustee of the Nina Weil Trust
Agreement Dated October 19, 2005

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Ecuttel, LLC
Thomas M. Kasten
Managing Member

By: _____
Kathleen M. Andrus
Deputy County Counsel

By: _____
Charles Lawrence Marks
Trustee of the Marks Family
Trust Dated May 14, 1999

By: _____
Gladys Monroy Marks
Trustee of the Marks Family
Trust Dated May 14, 1999

By: _____
Alexander R. Lithgow
Trustee of the Lithgow 1996
Revocable Trust dated July 10, 1996

By: _____
Karen V. Lithgow
Trustee of the Lithgow 1996
Revocable Trust dated July 10, 1996

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EXHIBIT A
FLOORPLAN

2120
DIAMOND BLVD
CONCORD, CA
SUITE 110

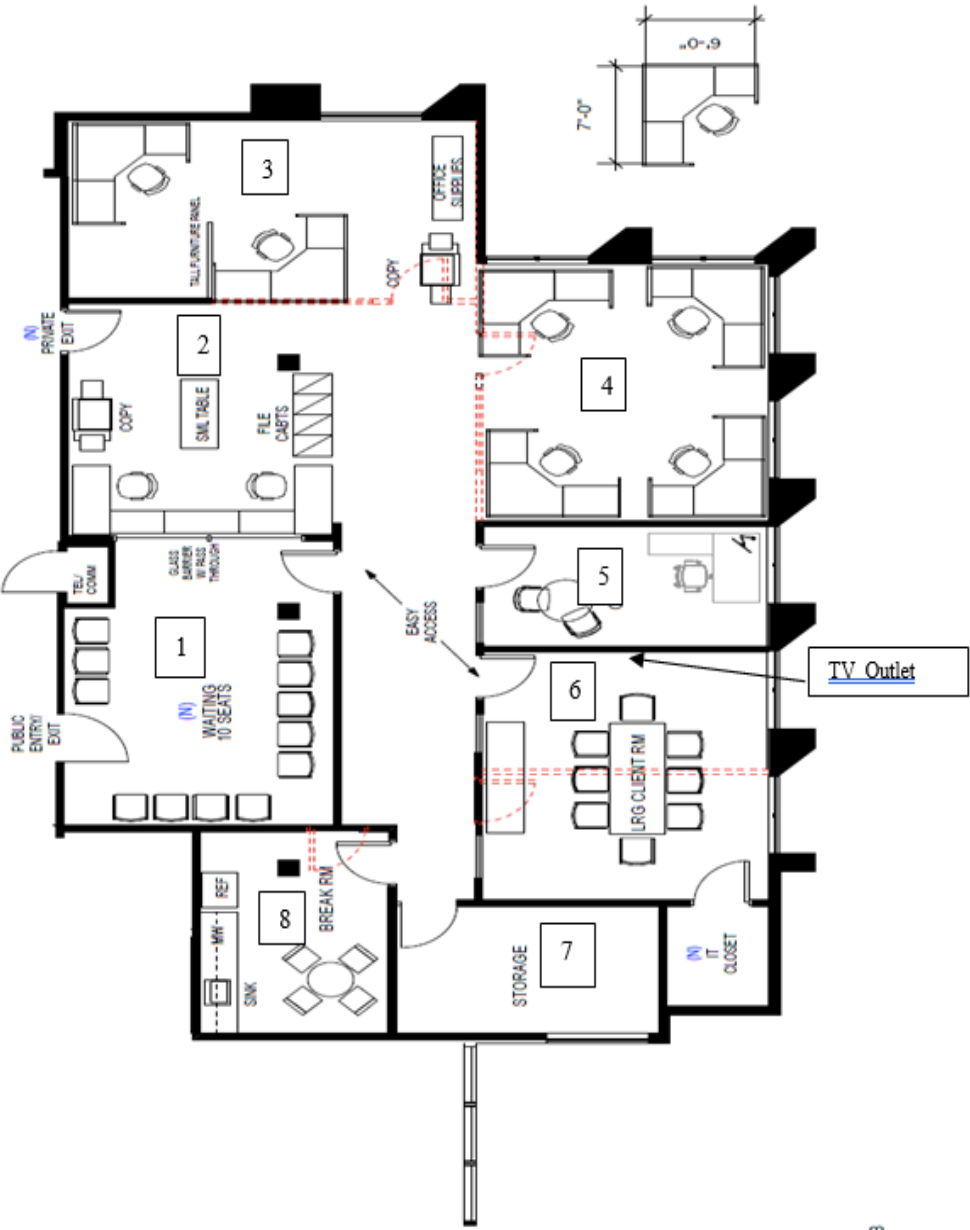


EXHIBIT B TENANT IMPROVEMENTS

- I. Tenant Improvements. Lessor, at Lessor's expense, shall cause the following improvements to be made to the Premises (together, the "Tenant Improvements") (Room numbers referenced below correspond to room numbers on Exhibit A – Floorplan.):
- i. Install glass barrier and two pass through windows between Rooms 1 and 2 as shown.
 - ii. Create a new private exit to the hallway from Room 2 as shown.
 - iii. Remove wall and door where indicated by dashed red line in Room 3.
 - iv. Remove wall and door where indicated by dashed red line in Room 4.
 - v. Remove wall and door where indicated by dashed red line and create new wall to replace the door in Room 6.
 - vi. Create new entry to Room 8.
 - vii. Create new IT closet where shown in Room 6 with fire rated plywood on the walls and anti-static flooring.
 - viii. Install Vinyl Composition Tile and rubber wall baseboard in Room 8 using a mutually agreed upon color and product.
 - ix. Replace carpet and rubber wall baseboard throughout Premises (except Room 8) using a mutually agreed upon product and color.
 - x. Patch and repair walls as necessary and apply fresh paint throughout in mutually agreed upon colors.
 - xi. Install two power outlets on each wall in Room 4 and one power outlet on each wall throughout the rest of the Premises. Install 240V outlets where Copy machines are shown. Room 1 outlets need to be child proof outlets. Install a TV outlet in the middle of the wall in Room 6 where shown.
 - xii. Install building standard signage, using mutually agreed upon wording to describe the Premises, in the ground floor lobby directory, the directory on the second floor and at the entrance to the Premises.
- II. Completion Notice; Inspection; Substantial Completion Date.

When Lessor deems the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a notice to that effect to the

County (a "Completion Notice", attached as Exhibit C). For purposes of this lease, "Substantially Complete" means (1) there is no incomplete or defective work that unreasonably interferes with County's use of the Premises, (2) the scope of work has been properly executed in accordance with the attached space plan, and (3) all utilities are hooked up and available for use by County in the Premises.

Upon receipt of the Completion Notice, a representative of the County, and a representative of the Lessor will immediately inspect the Premises for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once the County is satisfied that the Tenant Improvements appear to be Substantially Complete, the County will so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to County on the day that the County countersigns the Completion Notice (the "Commencement Date").

- III. Punchlist. The County has 60 days from the Commencement Date to provide Lessor with a written list of any items that are defective or incomplete (a "Punchlist"). The County's failure to specify an item on the Punchlist, however, does not waive Lessor's obligation to construct the Tenant Improvements in accordance with this lease. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within 30 days of Lessor receiving the Punchlist. If Lessor fails to remedy all items on the Punchlist within the 30-day period (except as to items, if any, that require more than 30 days to complete), then County may, upon 20 days prior notice to Lessor, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the lease.

EXHIBIT C

FORM OF COMPLETION NOTICE

To:

From:

Date:

Re: Completion Notice and Commencement Date of Lease

This notice is provided in compliance the Lease dated _____ between
_____ and Contra Costa County (the "Lease").

All terms not otherwise defined herein have the meaning ascribed to them in the Lease.

Tender by Lessor

Lessor hereby represents that it has completed construction of the Tenant Improvements in substantial conformity with Exhibit A and B and that the Commencement Date of the Lease is _____.

Landlord hereby tenders the Premises for delivery to Tenant.

By: _____
Its: _____

Certification by Contra Costa County

The undersigned, a duly authorized representative of Contra Costa County, hereby represents that the County has caused the Tenant Improvements to be inspected and has determined them to be in substantial conformity with the Final Plans.

Contra Costa County

Date: _____ By: _____
Its: _____