

STANDARD LAND LEASE FORM

<u>LEASE COVERING PREMISES LOCATED AT</u> 400 Log Cabin Ranch Road La Honda, CA 94020 <u>COUNTY AND APN:</u> 083280020
<u>LESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.</u> 94-6000532
<u>TENANT AGENCY</u> California Department of Forestry and Fire Protection

Lease File No.: 7316-001
Project No.: 11503

Preamble THIS LEASE, made and entered into this 10th day of June 2025 by and between

**COUNTY OF SAN MATEO
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

hereinafter called the Lessor, 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

Description 1. The Lessor hereby leases unto the State and the State hereby hires from the Lessor those certain premises with appurtenances situated in ~~the City of~~ La Honda, County of San Mateo, State of California, and more particularly described as follows:

A total land area consisting of 60 acres of land, with approximately 25,922 net usable square feet located at 400 Log Cabin Ranch Road, La Honda, CA 94020 with exclusive use of the Administration Building, Mess Hall, Classroom, Shop Building, Dormitory and Recreation Buildings hereinafter referred to as the premises as outlined on the attached map labeled Exhibit "A" and more particularly described as Assessor Parcel Number(s): 083280020, 'Property'. The State shall have access to and use of the leased premises 24 hours per day, seven (7) days per week with no exceptions.

Term 2. The term of this lease shall commence on August 1, 2025, and shall end on July 31, 2027, with such rights of termination as may be hereinafter expressly set forth.

Early Termination 3. The State may terminate this lease at any time effective on or after August 31, 2025, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination. Should State exercise right to terminate, State shall return the Property to the Lessor in reasonable condition. Reasonable condition to mean that it shall be clean of debris and mechanical and electrical, shall be functional.

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-FOUR THOUSAND NINE HUNDRED NINETY-NINE AND 00/100 DOLLARS (\$24,999.00) from August 1, 2025, through July 31, 2027; 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 Lessor at the address specified in Paragraph 5 or to such other address as the Lessor may designate by a notice in writing. If the premises are not ~~complete~~ provided 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 lease 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 lease commencement and the first of the month following the actual acceptance date. In the event this lease agreement contains a provision granting the State an Option to Purchase the premises, it is further agreed herein by the parties that, notwithstanding the provision of the Option to Purchase paragraph herein, the effective dates and corresponding purchase option prices of said Option to Purchase shall be adjusted consistent with any adjustment to the lease commencement date. Said "adjusted" purchase option dates shall be established consistent herewith and incorporated into said lease with a unilateral amendment by the State.~~

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: County of San Mateo - County Executive Office

Attn: Real Property Services

555 County Center, 4th Floor

Redwood City, CA 94063

Phone No.: (650) 363-4047

FAX No.: (650) 363-4832

Email: realproperty@smcgov.org

To the State:

DEPARTMENT OF GENERAL SERVICES,

REAL ESTATE SERVICES DIVISION

LEASE MANAGEMENT A 7316-001

707 THIRD STREET, SUITE 5-305

WEST SACRAMENTO, CA 95605

Phone No. (916) 375-4172

FAX No. (916) 375-4029

Email: leasemanagement@dgs.ca.gov

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of San Mateo-DPW A/R

and mailed to: County of San Mateo-DPW A/R

555 County Center, 5th Floor

Redwood City, CA 94063

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. Lessor agrees that, prior to August 1, 2025, and at Lessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the leased premises shall be made ready for State's occupancy in compliance with Exhibit "A", consisting of one (1) sheet titled, "Site Plan , Project No. 11503" dated September 4, 2024.

Notice of Completion and Access to Premises during Construction

7. ~~Lessor shall notify the State in writing by certified mail of the date the leased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.~~

~~Following execution of this lease, and not more than sixty days (60) prior to completion of construction and occupancy under this lease, State or its contractors or other representatives shall have the right to have access to the premises for the purpose of installing certain equipment.~~

State agrees to indemnify and hold Lessor harmless from and against any claims, damages, or other injury suffered by Lessor as a result of the work to be performed pursuant to this right to access the premises prior to State's acceptance and occupancy of the premises. Lessor 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 Lessor or any of Lessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of access be construed so as to cause an acceleration of the occupancy date of this lease or the obligation of the State to pay rent.

~~Lessor 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 Lessor:~~

~~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 Lessor 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. Lessor agrees that if the leased 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 \$24,999.00 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 lease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the leased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the leased premises are not completed and ready for occupancy by the State on or before August 1, 2025, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this lease 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 Lessor 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 Lessor, and which cannot be reasonably overcome; or by~~
- ~~D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.~~

~~In the event that the State elects to occupy premises before the work on the premises specified in Exhibit "A", and "B", the State will provide the Lessor with a punch list of work remaining to be completed (referenced as the State's "Punch List"). Lessor agrees that Lessor shall complete the remaining work no later than 14 calendar days from the date of receipt of said Punch List. If said Punch List is not completed within the specified 14 day period, Lessor agrees that, beginning on the first day after said 14 day period agreed upon timeframe following occupancy of premises by the State, rent may at the State's sole option be reduced to \$17,499.30 which is seventy percent (70%) of the base rent specified in paragraph 4 herein (excluding any amortization payments) until such time that the Punch List work is completed in full and that such completion of work is inspected and accepted by the State. The portion of the rent specified for amortization of tenant improvements, if any shall continue to be paid in full without interruption.~~

~~It is understood and agreed that the rent reduction specified above does not relieve Lessor of its obligation to complete said work and the State shall maintain all other remedies specified in the Lease.~~

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

**Conformity to
Exhibits**

~~10. Occupancy of the leased premises by the State shall not relieve Lessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B". It is further understood and agreed that any installation not in conformity with said Exhibits "A" shall be immediately corrected by the Lessor at Lessor's sole cost and expense. In the event Lessor shall, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this lease 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 leased 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. Lessor hereby warrants and guarantees that the premises leased to the State will be operated and maintained free of hazard from Asbestos Containing Materials (ACM) and agrees to the conditions for survey, testing, and abatement of ACM as applicable. Lessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this lease, any costs related to abatement or hazard from asbestos shall be the Lessor's responsibility. Any required asbestos abatement will be addressed in conjunction with tenant improvements to the location as determined necessary by the State.~~

**Services,
Utilities, and
Supplies**

12. Lessor, at Lessor's sole cost and expense, ~~during the term of this lease~~ shall furnish the following service, ~~utilities, and supplies~~ to the Premises:

- A. Effective as of the lease commencement date, the Lessor shall maintain and extend the existing contractual agreement with Bracewell Engineering for the operation and servicing of the wastewater treatment facility located on the premises for a period of ninety (90) days. Upon expiration of the ninety (90) day period, the State shall assume responsibility for facilitating contractual services.

In the event of failure by the Lessor to furnish ~~any of~~ the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's administrative costs, from the rent that may then be, or thereafter become due hereunder.

State, at State's sole cost and expense, during the term of this lease shall set up the following services and utilities:

- A. All utilities; gas, electricity, sewer and water.
- B. Internet, cable and telephone, if required.
- C. Trash disposal at premises.

State shall warranty and ensure that its uses of water and the water uses of its invitees and assignees on the premises shall be less than or equal to daily maximum volumes within the adjudication of water rights applicable to the Lessor as owner. If the volume of water used by the State or its invitees and assignees exceeds the daily maximum volume allowed by the adjudication, State shall immediately make such improvements or modifications to its operations to prevent further overuse of water. State shall defend and indemnify Lessor from all claims, damages, or actions at law or equity that relate to use of water on the premises that result from exceeding the daily maximum volume allowed by the adjudication. Lessor shall, after notice and a reasonable opportunity to cure, have the right to terminate this Lease for failure to make effective reductions in water usage volumes to prevent water consumption in excess of the adjudication.

**Repair and
Maintenance**

13. During the lease term, ~~Lessor~~ State shall maintain the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, ~~except in case of damage arising from the negligence of State's agents, invitees or employees.~~ State shall make no changes and/or alterations to the leased premises without the prior written consent of the Lessor, with the exception of routine repairs to the premises.

~~Lessor agrees that in no event shall State be required to~~ may perform any maintenance on or make repairs or alterations to the leased Premises. ~~of any nature whatsoever.~~ ~~Lessor~~ State agrees at ~~Lessor's sole~~ States cost and expense, to repair and to maintain in good operating condition any ~~fencing,~~ watering facilities, water pumps, including waterlines, ~~barns,~~ roads, buildings, equipment, or other improvements existing on the Premises.

**Change
Orders and
Alterations**

14. The State shall have the right during the existence of this lease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs upon the leased premises. Such fixtures, additions, structures, or signs so placed upon or attached to the premises under this lease 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 lease or any renewal or extension hereof, or within a reasonable time thereafter.

~~In the event alterations, fixtures, additions, structures, or signs upon the leased premises are desired by State and State elects not to perform the work, any such work, when authorized in~~

~~writing by the State shall be performed by the Lessor in accordance with plans and specifications provided by State. Lessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Lessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Lessor and any general contractor combined. Within forty five (45) days after receiving Lessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to reimburse Lessor by a single total payment for the cost of such work.~~

Assignment and Subletting

~~15. The State shall not assign this lease without prior written consent of the Lessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the leased premises.~~

Quiet Possession

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

Inspection

17. The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Destruction

~~18. If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten percent (10%) or less of the leased premises unusable for the purpose intended, Lessor shall affect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.~~

~~In the event such casualty shall render more than ten percent (10%) of the leased premises unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option may terminate this lease or, upon notice to Lessor, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.~~

~~In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the leased premises, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.~~

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed leased premises no matter what the condition. At the State's request, the Lessor State shall immediately identify an appropriate route through the property to access the State leased premises. If the Lessor State cannot identify an appropriate access route, it is agreed that the State may use any and all legal means of access at its discretion and its responsibility in order to enter its leased premises.

**Subrogation
Waived**

19. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor 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**

20. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Lessor/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 Lessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Lessor will post at the job site. All prevailing wage rates shall be obtained by the Lessor/contractor from:
Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Lessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Lessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Lessor/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**

21. During the performance of this lease, the Lessor 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. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor 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**

22. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and we encourage the Lessor to utilize DVBEs when contracting for tenant improvements and services. Lessor shall complete the attached Exhibit "B" titled "DVBE Program Certification Sheet (Form F)" prior to acceptance and occupancy of this lease. Lessor may refer to the following internet link for DVBE guidelines and instructions.

[Disabled Veteran Business Enterprise \(DVBE\) Program Guidelines](#)

**Service
Companies**

23. Within fifteen (15) days after occupancy of the leased premises by the State, Lessor 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 Lessor's responsibilities under this lease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Holding Over

24. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension or renewal thereof, this lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Lessor 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.

Surrender of Possession

25. Upon termination or expiration of this lease, the State will peacefully surrender to the Lessor the leased 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 Lessor is responsible pursuant to this lease. 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 leased premises, and then only to the extent of any such damage or injury.

Time of Essence, Binding upon Successors

26. Time is of the essence of this lease, and the terms and provisions of this lease 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

27. It is mutually understood and agreed that no alterations or variations of the terms of this lease 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

28. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:

- have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).
- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq.” Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease,

based upon the information contained in the report, for 72 hours after execution of the lease.

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

29. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Insurance

30. Lessor 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 Government Claims Program, PO Box 989052 MS 414, West Sacramento, CA 95798-9052 (Gov. Code Section 900, et. seq.). Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

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 state 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, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, PO Box 989052 MS 414, West Sacramento, CA 95798-9052 (Gov. Code section 900, et. seq.).

Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

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 the Labor Code.

Indemnification

31. The State agrees to indemnify and hold harmless the Lessor 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 lease, except to the extent that any such damages suffered by Lessor are the result of Lessor’s negligent or wrongful acts or the acts of any persons acting under or on behalf of the Lessor 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.

Lessor 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 Lessor, its employees, or any person or persons acting under the direct control and

authority of the Lessor or its employees, in connection with the State's occupancy of said premises under and during the term of this lease except to the extent that any such damages or expenses suffered by State are the result of State's sole negligence.

**Current
Condition**

32. The State understands that the premises are being leased in its current condition. The State represents and warrants to the Lessor that the State has investigated and inspected, either independently or through agents of State's own choosing, the condition of the premises and the property and the suitability of the premises and the property for the States intended use. The State has determined, based solely on its own investigation, that the premises and the property will be suitable for States business and intended use, based upon required improvements deemed necessary by the Office of the State Fire Marshal. The State understands and agrees that neither Lessor nor any of it's agents have made, and Lessor hereby disclaims, any representations or warranties, express or implied, concerning the premises or the property, the physical or environmental condition of the premises or the property, the present or future suitability of the premises or the property for the States business, or any other matter whatsoever relating to the premises or property, including, without limitation, any implied, warranties of merchantability or fitness for a particular purpose.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA

LESSOR

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

COUNTY OF SAN MATEO

By _____
Kimberly Godwin, Real Estate Officer
Real Estate Leasing and Planning Section

By _____
David Canepa, President of Board of
Supervisors

Date _____

Date _____

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
Attest, Clerk of the Board

Date _____

By _____
Mike Engeman, Leasing Manager
Real Estate Leasing and Planning Section

Date _____

