

## LEASE

1. **PARTIES.** This Lease, dated \_\_\_\_\_, 2008, for reference purposes only, is made by and between **County of Marin**, a political subdivision of the State of California, (herein called "County") and **Community Action Marin**, a California Non-Profit Corporation, (herein called "CAM").

2. **PREMISES.** County does hereby lease to CAM and CAM hereby leases from County that certain office space known as Suite B (herein called "Premises") indicated on Exhibit "A", attached hereto and by reference made a part hereof, said Premises being agreed, for the purposes of this Lease, to have an area of approximately 2,362 rentable square feet (2,147 usable square feet) and being situated on the 1st floor of that certain Building known as, 3270 Kerner Boulevard, Building A, San Rafael, California. Said Lease is subject to the terms, covenants and conditions herein set forth and the CAM covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants, and conditions by it, to be kept and performed and that this Lease is made upon the condition of said performance.

3. **TERM.** The term of this Lease shall be for ten (10) years, commencing on **May 16, 2008** and terminating on **May 15, 2018**.

4. **BASE RENT.** CAM agrees to pay to County as Base Rent, without prior notice or demand, the sum of **\$4,724.00** (Four Thousand Seven Hundred Twenty Four and No/100 Dollars), in advance, on or before the first day of each and every successive calendar month thereafter during the term hereof, except that the first month's rent shall be paid upon the execution hereof. Rent for any period during the term hereof which is for less than one (1) month shall be a prorated portion of the monthly installment herein, based upon a thirty (30) day month.

Rent checks shall be made payable to "**Treasurer, County of Marin**" and mailed to:

Marin County Department of Public Works  
P.O. Box 4186, Civic Center  
San Rafael, CA 94913-4186  
Attn: Accounting Division

5. **RENT ESCALATIONS.** On each anniversary of the commencement of this Lease the monthly rent payable under Section 4 shall be adjusted by the increase, if any, from the date this Lease commenced, in the February Consumer Price Index (CPI) of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers, San Francisco-Oakland Bay Area Average (1982-1984=100), "All Items", herein referred to as "C.P.I." The sum so calculated shall constitute the new monthly rent hereunder, but, in no event, shall such new monthly rent be less than the rent payable for the month immediately preceding the date for rent adjustment. Notice of said increase shall be provided to CAM by County at least thirty (30) days in advance of the date that the increase becomes effective.

**The annual CPI increase shall be not greater than three (3%) percent regardless of the reported CPI for the prescribed month.**

In the event the compilation and/or publication of the C. P. I. shall be transferred to any

other governmental department or bureau or agency or shall be discontinued, then Lessor and Lessee shall agree upon the index most nearly the same as the C.P.I., which shall be used to make such calculation.

**6. OPERATING EXPENSES.** CAM agrees to pay to County as Operating Expenses for the Base Year, as said terms are defined herein below, without prior notice or demand, the sum of **\$2,362.00** (Two Thousand Three Hundred Sixty Two and No/100 Dollars), concurrently with Base Rent as stated in Section 4. herein, in advance, on or before the first day of each and every successive calendar month thereafter during the term hereof, except that the first month's operating expenses shall be paid upon the execution hereof. Operating expenses for any period during the term hereof which is for less than one (1) months shall be a prorated portion of the monthly installment herein, based upon a thirty (30) day month. Said payment shall be legal tender at the time of payment at the Office of the Building, or to such other person or at such other place as County may from time to time designate in writing.

For the purposes of this Article and the Lease, the following terms are defined as follows:

**Base Year:** The calendar year in which this Lease term commences (provided, however, that the Base Year shall in no event be earlier than the first full calendar year following the date of initial occupancy by the first occupant of said Building).

**Operating Expenses.** All direct costs of operation and maintenance, as determined by standard accounting practices, and shall include the following costs by way of illustration, but not be limited to: real property taxes and assessments; all utilities including electricity, natural gas, water, sewer and garbage service charges; insurance premiums; common area utilities; common area janitorial services, labor, costs incurred in the management of the Building, if any; air-conditioning and heating; elevator maintenance; supplies; materials; equipment; and tools; including maintenance, costs, and upkeep of all parking and common areas. ("Direct Expenses" shall not include depreciation on the Building of which the Premises are a part or equipment therein, loan payments, executive salaries or real estate brokers' commissions )

**7. OPERATING EXPENSE ADJUSTMENTS.** Base Year Operating Expenses paid by CAM shall be adjusted on a yearly basis consistent with Section 5. herein.

**8. EARLY TERMINATION.** This Lease is terminable at will by either party upon issuance of a written ninety (90) day notice delivered in the manner set forth in Section 33. herein. CAM shall vacate the Premises within ninety (90) days upon receipt of a written notice of termination from County.

**9. POSSESSION.**

- a. If the County, for any reason whatsoever, cannot deliver possession of the said Premises to the CAM at the commencement of the term hereof, this Lease shall not be void or voidable, nor shall County be liable to CAM for any loss or damage resulting therefrom, nor shall the expiration date of the above term be in any way extended, but in that event, all rent shall be abated during the period between the commencement of said term and the time when County delivers possession.
- b. In the event that County shall permit CAM to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date hereinabove provided.

**10. FURNITURE, FIXTURES AND EQUIPMENT.** The Premises includes certain "Furniture, Fixtures and Equipment" (herein called "FFE") as set forth in Exhibit "B", attached hereto and by reference made a part hereof. The parties agree and understand that the FFE is the personal property of the County and shall remain on the Premises. If for any reason the FFE requires modification, removal, repair or replacement, CAM shall be solely responsible for the associated costs and shall notify and obtain consent from County prior to any action. Upon termination of this Lease CAM shall surrender the FFE to County in good, clean, operable condition.

**11. HOLDING OVER.** Any holding over after the expiration of the said term, with or without the express consent of County, shall be construed as a tenancy from month to month, and shall be on the terms and conditions herein specified, so far as applicable. Such holding over shall not constitute an extension of this Lease. During such holding over, CAM shall pay rent at one hundred twenty-five percent (125%) of the highest monthly rent paid during the term of the Lease, and shall provide County with written notice at least one month (30 days) in advance of the date of termination of such monthly tenancy of his intention to terminate such tenancy.

**12. USE.** CAM will use the Premises for the operation and administration of a mental health program that is consistent with the services described in the contractual agreement between Marin County Community Mental Health Services, (i.e. County), and CAM and for no other purposes without the prior written consent of County.

CAM shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering said Building or any part thereof or any of its contents. CAM shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other CAMs or occupants of the Building or injury or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall CAM cause, maintain or permit any nuisance in, on or about the Premises. CAM shall not commit or suffer to be committed any waste in or upon the Premises.

**13. COMPLIANCE WITH LAW.** CAM shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. CAM shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by CAM's improvements or acts. The judgment of any court of competent jurisdiction or the admission of CAM in any action against CAM in any action against CAM, whether County is a party thereto or not, that CAM has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the County and CAM.

**14. ALTERATIONS AND ADDITIONS.** CAM shall not make or suffer to be made any alterations, additions or improvements to or of the Premises or any part thereof without

the written consent of County first had and obtained and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the term become a part of the realty and belong to the County and shall be surrendered with the Premises. In the event County consents to the making of any alterations, additions or improvements to the Premises by CAM, the same shall be made by CAM at CAM's sole cost and expense, and any contractor or person selected by CAM to make the same must first be approved of in writing by the County. Upon the expiration or sooner termination of the term hereof, CAM shall, upon written demand by County, given at least thirty (30) days prior to the end of the term, at CAM's sole cost and expense, forthwith and with all due diligence remove any alterations, additions, or improvements made by CAM, designated by County to be removed, and CAM shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises caused by such removal.

#### 15. REPAIRS.

a. **CAM OBLIGATIONS:** By taking possession of the Premises, CAM shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. CAM shall, at CAM's sole cost and expense, keep the Premises and every part thereof in good condition and repair, damage thereto from causes beyond the reasonable control of CAM and ordinary wear and tear excepted. CAM shall upon the expiration or sooner termination of this Lease hereof surrender the Premises to the County in good condition, ordinary wear and tear excepted. Except as specifically provided in an addendum, if any, to this Lease, County shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and the parties hereto affirm that County has made no representations to CAM respecting the condition of the Premises or the Building except as specifically herein set forth.

b. **COUNTY OBLIGATIONS:** Notwithstanding the provisions of Article 15 a. hereinabove, County shall repair and maintain the structural portions of the Building, including the basic plumbing, air conditioning, heating, and electrical systems, installed or furnished by County, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the CAM, its agents, servants, employees or invitees, in which case CAM shall pay to County the reasonable cost of such maintenance and repairs. County shall not be liable for any failure to make any such repairs. County shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to County by CAM. Except as otherwise provided in Article 26, there shall be no abatement of rent and no liability of County by reason of any injury to or interference with CAM's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. CAM waives the right to make repairs at County's expense under any law, statute or ordinance now or hereafter in effect.

16. **LIENS.** CAM shall keep the Premises and the property in which the Premises are situated free from any liens arising out any work performed, materials furnished or obligations incurred by CAM. County may require, at County's sole option, that CAM shall provide to County, at CAM's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times any and all estimated cost of any

improvements, additions, or alterations in the Premises, to insure County against any liability for mechanics' and materialmen's liens and to insure completion of the work.

**17. ASSIGNMENT AND SUBLETTING.** CAM shall not either voluntarily or by operation of law assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants and invitees of CAM excepted) to occupy or use the said Premises, or any portion thereof, without the written consent of County first had and obtained, which consent shall not be unreasonably withheld, and a consent to one assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of the County, constitute a default under this Lease.

**18. HOLD HARMLESS.** CAM shall indemnify and hold harmless County against and from any and all claims arising from CAM's use of Premises for the conduct of its business or from any activity, work, or other thing done, permitted or suffered by the CAM in or about the Building, and shall further indemnify and hold harmless County against and from any and all claims arising from any breach or default in the performance of any obligation on CAM's part to be performed under the terms of this Lease, or arising from any act or negligence of the CAM, or any of officer, agent, employee, guest or invitee of CAM, and from all and against all cost, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, should action or proceeding be brought against County by reason of any such claim, CAM upon notice from County shall defend the same at CAM's expense by counsel reasonably satisfactory to County. CAM as a material part of the consideration to County hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises, from any cause other than County's negligence, and CAM hereby waives all claims in respect thereof against County.

County or its agents shall not be liable for any damage to property entrusted to employees of the Building, nor for loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of County, its agents, servants or employees. County or its agents shall not be liable for interference with the light or other incorporeal hereditaments, loss of business by CAM, nor shall County be liable for any latent defect in the Premises or in the Building. CAM shall give prompt notice to County in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment.

**19. SUBROGATION.** As long as their respective insurers so permit, County and CAM hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

**20. LIABILITY INSURANCE.** CAM, at CAM's own cost and expense shall maintain liability insurance (including protective liability coverage on operations of independent contractors engaged in construction and contractual liability insurance) on an "occurrence" basis for the benefit of the CAM as named insured and the County, its officers, elected and appointed officials, agents, boards, commissions, and employees as additional insured against claims for bodily injury, death, personal injury and property damage liability with a limit of not less than \$3,000,000 Combined Single Limit, per occurrence and aggregate in connection with CAM's use of the Premises.

All such insurance shall be effected under valid and enforceable policies and shall be issued by insurers licensed to do business in the State of California and with general policy holder's rating of at least A and financial rating of VIII or better as rated by A. M. Best's Insurance reports and shall provide that County shall receive thirty (30) days written notice from the insurer prior to any cancellation of coverage or diminution of limits.

**21. EVIDENCE OF INSURANCE.** CAM shall deliver to County prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with additional insured endorsements satisfactory to County. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to County.

**22. SERVICES AND UTILITIES.** County shall be responsible for and shall pay the cost of utilities to the Premises, which shall include electricity, gas, water, and all associated heat and air-conditioning. And, County shall be responsible for and pay the cost of any and all janitorial service to the Premises.

County shall maintain and keep lighted the common stairs, common entries and toilet rooms in the Building of which the Premises are a part. County shall not be liable for, and CAM shall not be entitled to, any reduction of rental by reason of County's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of County. County shall not be liable under any circumstances for a loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing.

CAM shall not, without written consent of County, use any apparatus or device in the Premises, including, but without limitation thereto, electronic data processing machines, reprographic machines, and machines using in excess of 120 volts, which will in any way increase the amount of electricity usually furnished or supplied for the use of the Premises as general office space; nor connect with electric current except through existing electrical outlets in the Premises, any apparatus or device, for the purpose of using electric current. If CAM shall require water or electric current in excess of that usually furnished or supplied for the use of the Premises as general office space, CAM shall first procure the written consent of County, which County may refuse, to the use thereof. If County consents to the request for additional utilities then County may increase the charges for said utilities payable by CAM through Operating Expenses accordingly.

**23. POSSESSORY INTEREST TAXES** CAM acknowledges that CAM has been informed that under Section 107.6 of the Revenue and Taxation Code of the State of California, the Marin County Assessor is required to place a value on all possessory interests as applicable to CAM's use of County owned property. Possessory interest is

defined as the right of a private taxable person or entity to use property owned by a tax exempt agency for private purposes. A possessory interest tax, if applicable to CAM, will therefore, be levied by the County Assessor on this property against the CAM as of the lien date, which is March 1st of each year.

**24. RULES AND REGULATIONS.** CAM shall faithfully observe and comply with the rules and regulations that County shall from time to time promulgate. County reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon CAM upon delivery of a copy of them to CAM. County shall not be responsible for the nonperformance of any said rules by any other CAMs or occupants.

**25. ENTRY BY COUNTY.** County reserves and shall at any and all times have the right to enter the Premises, inspect the same, supply janitorial service and any other service to be provided by County to CAM hereunder, to submit said Premises to prospective purchasers or CAMs, to post notices of non-responsibility, and to alter, improve or repair the Premises and any portion of the Building of which the Premises are a part that County may deem necessary or desirable, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of the CAM shall not be interfered with unreasonably. CAM hereby waives any claim for damages or for any injury or inconvenience to or interference with CAM's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, County shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding CAM's vaults, safes and files, and County shall have the right to use any and all means which County may deem proper to open said doors in any emergency, in order to obtain entry to the Premises without liability to CAM except for any failure to exercise due care for CAM's property. Any entry to the Premises obtained by County by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible entry into, or a detainer of, the Premises, or an eviction of CAM from the Premises or any portion thereof.

**26. RECONSTRUCTION.** In the event the Premises or the Building of which the Premises are a part are damaged by fire or other perils covered by extended coverage insurance, County agrees to forthwith repair the same; and this Lease shall remain in full force and effect, except that CAM shall be entitled to a proportionate reduction of the rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall materially interfere with the business carried on by the CAM in the Premises. If the damage is due to the fault or neglect of CAM or its employees, there shall be no abatement of rent.

In the event the Premises or the Building of which the Premises are a part are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then County shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent of the then full replacement cost of the Premises or the Building of which the Premises are a part. In the event the destruction of the Premises or the Building is to an extent greater than ten (10%) percent of the full replacement cost, then County shall have the option, (1) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately

reduced as hereinabove in this Article provided; or (2) give notice to CAM at any time within sixty (60) days after such damage terminating this Lease as of the date specified in such notice, which date shall be no less than thirty (30) and no more than sixty (60) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the CAM in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by a proportionate amount, based upon the extent, if any, to which such damage materially interfered with the business carried on by the CAM in the Premises, shall be paid up to the time of such termination.

Notwithstanding anything to the contrary contained in this Article, County shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

County shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor covering, partitions, or any other property installed in the Premises by CAM.

CAM shall not be entitled to any compensation or damages from County for loss of the use of the whole or any part of the Premises. CAM's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

**27. DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by CAM.

- a. The vacating or abandonment of the Premises by CAM.
- b. The failure by CAM to make any payment of rent or any other payment required to be made by CAM hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by County to CAM.
- c. The failure by CAM to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the CAM, other than described in Article 27.b. above, where such failure shall continue for a period of thirty (30) days after written notice thereof by County to CAM; provided, however, that if the nature of CAM's default is such that more than thirty (30) days are reasonably required for its cure, then CAM shall not be deemed to be in default if CAM commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- d. The making by CAM of any general assignment or general arrangement for the benefit of creditors; or the filing by or against CAM of a petition to have CAM adjudged as bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CAM, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of substantially all of CAM's assets located at the Premises or of CAM's interest in this Lease, where possession is not restored to CAM within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of CAM's assets located at the Premises or of CAM's interests in this Lease, where such seizure is not discharged in thirty (30) days.

**28. REMEDIES IN DEFAULT.** In the event of any such material default or breach by CAM, County may at any time thereafter, with or without notice or demand and without limiting County in the exercise of a right or remedy which County may have by reason of such default or breach:



a. Terminate CAM's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and CAM shall immediately surrender possession of the Premises to County. In such event County shall be entitled to recover from CAM all damages incurred by necessary renovation and alteration of the Premises, reasonable attorney's fees, any real estate commission actually paid, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that CAM proves could be reasonably avoided; that portion of the leasing commission paid by County and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten (10%) percent per annum. In the event CAM shall have abandoned the Premises, County shall have the option of (i) taking possession of the Premises and recovering from CAM the amount specified in this paragraph, or (ii) proceeding under the provisions of the following Article 28.b.

b. Maintain CAM's right to possession, in which case this Lease shall continue in effect whether or not CAM shall have abandoned the Premises. In such event County shall be entitled to enforce all of County's right and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Pursue any other remedy now or hereafter available to County under the laws or judicial decision of the State in which the Premises are located.

29. **EMINENT DOMAIN.** If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease, and County shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and CAM shall have no claim against County for the value of any unexpired term of this Lease. If either less than or more than twenty-five (25%) percent of the Premises is taken, and neither party elects to terminate as herein provided, the rental thereafter to be paid shall be equitably reduced. If any part of the Building other than the Premises may be so taken or appropriated, County shall have the right at its option to terminate this Lease and shall be entitled to the entire award as above provided.

30. **OFFSET STATEMENT.** CAM shall at any time and from time to time upon not less than ten (10) days prior written notice from County execute acknowledge and deliver to County a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledge that there are not, to CAM's knowledge, any uncured defaults on the part of the County hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part

31. **PARKING.** CAM shall have the right to use in common with other Tenants including the County or occupants of the Building the parking facilities of the Building and Campus.

32. **AUTHORITY OF PARTIES.** Corporate Authority. If CAM is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the by-laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

33. **NOTICES.** Any notice which either party may or is required to give hereunder, shall only be effective if given by certified or registered mail, postage prepaid, return receipt requested or delivered personally to CAM at the Premises, and at the address shown below, or to County at the address shown below, or at such other places as may be designated by the parties hereto from time to time and shall be deemed given when mailed or served personally.

County: County of Marin  
Department of Public Works  
Real Estate Division  
P.O. Box 4186, Civic Center  
San Rafael, CA 94913-4186

CAM: Community Action Marin  
Gail Theller, Executive Director  
3720 Kerner Blvd., Suite B  
San Rafael, CA 94901

34. **BROKERS.** CAM warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no other real estate broker or agents in connection with this Lease.

35. **GENERAL PROVISIONS.**

a. **Plats and Riders.** Clauses, plats and riders, if any, signed by the County and the CAM and endorsed on or affixed to this Lease are a part hereof.

b. **Waiver.** The waiver by County of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by County shall not be deemed to be a waiver of any preceding breach by CAM of any term, covenant or condition of this Lease, other than the failure of the CAM to pay the particular rental so accepted, regardless of County's knowledge of such preceding breach at the time of the acceptance of such rent.

c. **Right to Relocate.** County reserves the right to relocate CAM, at County's expense, to comparable space elsewhere in the Building, and CAM agrees to so relocate within one hundred twenty (120) days of receipt by CAM of written notice from County.

d. **Joint Obligation.** If there be more than one CAM, the obligations hereunder implied upon CAMs shall be joint and several.

e. **Marginal Headings.** The marginal headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

f. **Time.** Time is of the essence of this Lease and each and all of its provisions in

which performance is a factor.

g. **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

h. **Recordation.** Neither County nor CAM shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.

i. **Quiet Possession.** Upon CAM paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on CAM's part to be observed and performed hereunder, CAM shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

j. **Late Charges.** CAM hereby acknowledges that late payment by CAM to County of rent or other sums due hereunder will cause County to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon County by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or a sum due from CAM shall not be received by County or County's designee within ten (10) days after said amount is due, then CAM shall pay to County a late charge equal to ten (10%) percent of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that County will incur by reason of the late payment by CAM. Acceptance of such late charges by the County shall in no event constitute a waiver of CAM's default with respect to such overdue amount, nor prevent County from exercising any of the other rights and remedies granted hereunder.

k. **Guarantee.** As material condition of this Lease and for valuable consideration, CAM's performance of the conditions embodied in this Lease is hereby guaranteed by the undersigned.

l. **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

m. **Inability to Perform.** This Lease and the obligations of the CAM hereunder shall not be affected or impaired because the County is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the County.

n. **Attorneys Fees.** In the event of any action or proceeding brought by either party against the other under this Lease the parties shall be responsible to pay their own costs and expenses including the fees of its attorneys in such action or proceeding regardless of the final judgment by the court holding jurisdiction.

o. **Sale of Premises by County.** In the event of any sale of the Building, County shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser to have assumed and agreed to carry out

any and all of the covenants and obligations of the County under this Lease.

p. **Subordination, Attornment.** Upon request of the County, CAM will in writing subordinate its rights hereunder to the lien of any first mortgage or first deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the land and Building of which the Premises are a part, and upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure or in the event of the exercise of power of sale under any mortgage or deed of trust made by the County covering the Premises, the CAM shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the County under this Lease.

q. **Name.** CAM shall not use the name of the Building or of the development in which the Building is situated for any purpose other than as an address of the business to be conducted by the CAM in the Premises.

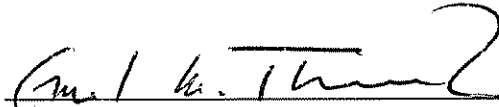
r. **Separability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way effect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

s. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

t. **Choice of Law.** This Lease shall be governed by the laws of the State of California.


u. **Signs and Auctions.** CAM shall not place any sign upon the Premises or Building or conduct any auction thereon without County's prior written consent.

**Community Action Marin**

By: 

Date: 5/01/08

Its: Ex. Director

By: 

Date: 5/01/08

Its: CFO

**County of Marin**

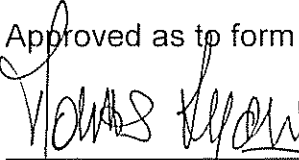
\_\_\_\_\_  
Charles McGlashan, President  
Board of Supervisors

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

Attest:

\_\_\_\_\_  
Deputy Clerk

Approved as to form.



Deputy County Counsel

## RULES AND REGULATIONS – Canal Campus Buildings

These Rules and Regulations are attached to and made a part of the Lease dated as of \_\_\_\_\_, 2008 by and between COUNTY, and CAM, for the Premises as defined in said Lease. Capitalized terms used but not defined herein shall have the meanings given in the Lease.

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the Campus and the appurtenances.

1. Pursuant to Marin County Code Chapter 7.70 "Smoking Regulations" neither CAM nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking anywhere within the Premises, Common Areas or not less than 20' feet from any entrance to the Building. County may designate smoking areas on the Campus which may be more than 20' feet from the Building. County shall have the right to designate any area around the Building (including the Premises) as a non-smoking area.
2. The County is diligently working towards a Green Campus and LEED certification from the U.S. Green Building Council. Therefore, any and all cleaning products used by CAM in the Premises or Building shall be "green cleaning products"; office equipment where applicable shall be Energy Star certified and "Low-emitting". Low emitting copiers and office equipment is designed to emit low concentrations of ozone, particulates, and VOCs during operation and idle. Procuring copiers and office equipment that emit low levels of pollutants contributes to safer work environments. The County shall provide recycling containers at various locations in the Building and throughout the Campus. All tenants are expected and encouraged to recycle paper, glass bottles and aluminum cans as a standard business practice and are responsible to remove recyclables from the Premises and deposit said recyclables in the provided recycle bins, paper in the blue bin and cans and bottles in the brown bin, located in the trash enclosure in the parking lot of the Building for weekly pickup by local garbage services.
3. Pursuant to Marin County Code Chapter 23.19 "Integrated Pest Management Program" neither CAM nor its agents, employees, contractors, guests or invitees shall use or permit to be used pesticides considered harmful to toxic, carcinogenic, or harmful to the environment. In the event of infestation of pests, rodents, vermin, etc. CAM shall notify County Building Maintenance staff for proper pest management. However, CAM shall not allow behavior, actions or negligence that may lead to infestations or hamper efforts to eradicate pests, rodents, vermin, etc.
4. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by CAM or used by CAM for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall CAM permit CAM's employees to loiter in Common Areas or elsewhere about the Building or Project.
5. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by CAM, its agents, employees or invitees, shall be paid for by CAM, and County shall not be responsible for the damage.
6. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by County. All tenant identification and suite numbers at the entrance to

the Premises shall be installed by County, at CAM's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel.

7. County may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by County in writing.
8. CAM shall not place any lock(s) on any door in the Premises or Building without County's prior written consent and County shall have the right to retain at all times and to use keys to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by County to CAM at CAM's cost, and CAM shall not make any duplicate keys. All keys shall be returned to County at the expiration or early termination of the Lease.
9. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to County's prior approval and shall be required to comply with County's standard rules, regulations, policies and procedures, which may be revised from time to time.
10. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by CAM of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours designated by County. CAM shall obtain County's prior approval by providing a detailed listing of the activity. If approved by County, the activity shall be under the supervision of County and performed in the manner required by County. CAM shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of County or of any other party is damaged or injured as a result of or in connection with the activity. CAM shall be solely liable for any resulting damage or loss.
11. County shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises. Damage to the Building by the installation, maintenance, operation, existence or removal of CAM's Property shall be repaired at CAM's sole expense.
12. Corridor doors, when not in use, shall be kept closed.
13. CAM shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising, or (3) conduct or permit other activities in the Building that might, in County's sole opinion, constitute a nuisance.
14. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
15. No inflammable, explosive or dangerous fluids or substances shall be permitted, used or kept by CAM in the Premises, Building or about the Property. CAM shall not, without County's prior written consent, do or permit to be done on the Property any of the following: use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any Hazardous Substance (defined below). As used herein, "**Hazardous Substance**" means any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 *et seq.* or any other applicable environmental Law which may now or later be in effect. CAM shall comply with all Laws pertaining to and governing the

use of Hazardous Substances by CAM, and shall remain solely liable for the costs of abatement and removal.

16. CAM shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. CAM shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
17. CAM shall not take any action which would violate County's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with County's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("**Labor Disruption**"). CAM shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of County, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until County gives its written consent for the work to resume. CAM shall have no claim for damages against County or any of the County Related Parties, nor shall the Commencement Date of the Term be extended as a result of the above actions.
18. CAM shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by County. CAM shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without County's prior written consent. CAM shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
19. CAM shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods) except for machines for the exclusive use of CAM's employees, and then only if the operation does not violate the lease of any other tenant in the Building.
20. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by County.
21. County may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. CAM, its agents, employees, contractors, guests and invitees shall comply with County's systems and procedures.
22. County shall have the right to prohibit the use of the name of the Building or any other publicity by CAM that in County's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from County, CAM shall refrain from and discontinue such publicity immediately.
23. CAM shall not canvass, solicit or peddle in or about the Building or the Property.
24. County shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. CAM shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
25. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by County, CAM shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its

premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice

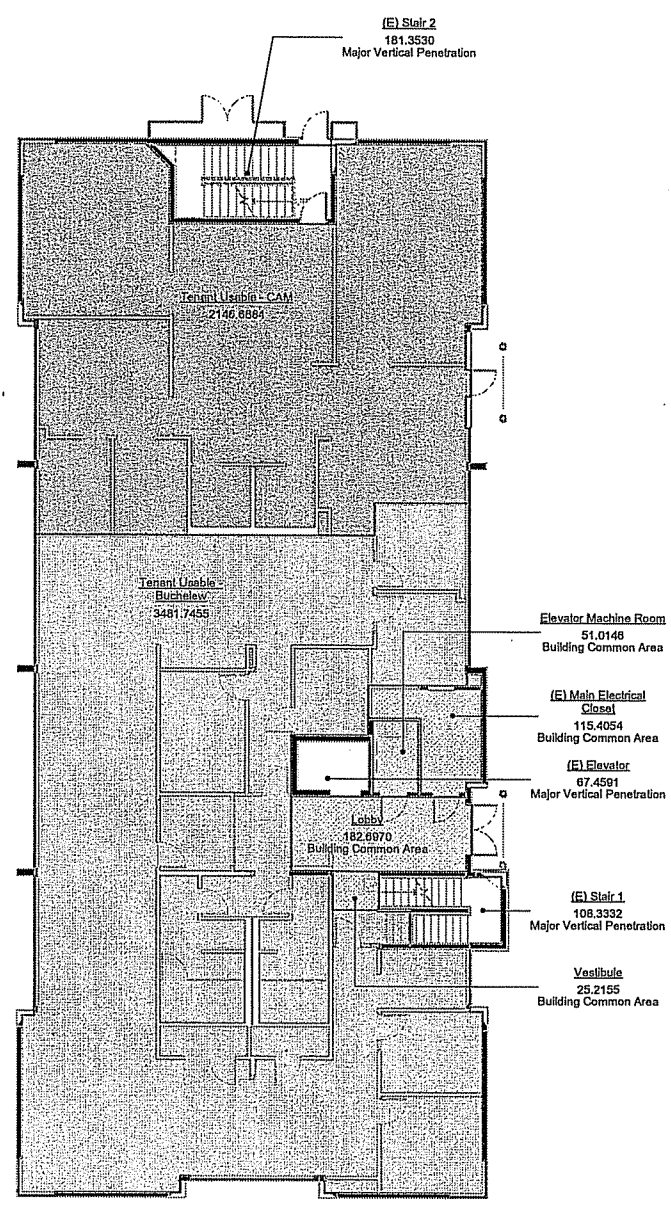
26. The work of cleaning personnel shall not be hindered by CAM after 5:30 p.m., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. CAM shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service



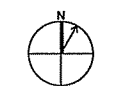
**MARIN HEALTH AND WELLNESS CAMPUS**

3270, 3250, 3240, 3250, 3260 & 3110  
KERNER BOULEVARD  
SAN RAFAEL, CA 94901

approved for the owner by: \_\_\_\_\_  
approved for the architect by: \_\_\_\_\_  
issue: description: \_\_\_\_\_ date: \_\_\_\_\_



GROUND FLOOR AREA PLAN  
1/8" = 1'-0" ①



drawn by: Author plot date: 8/20/2007 5:34:48 PM

checked by: Checker

stamp:

scale: 1/8" = 1'-0"  
project number: 20090.00

**BUILDING A - AREA PLANS**

sheet no.: BOMA 1

**EXHIBIT A**

# CAM FFE INVENTORY

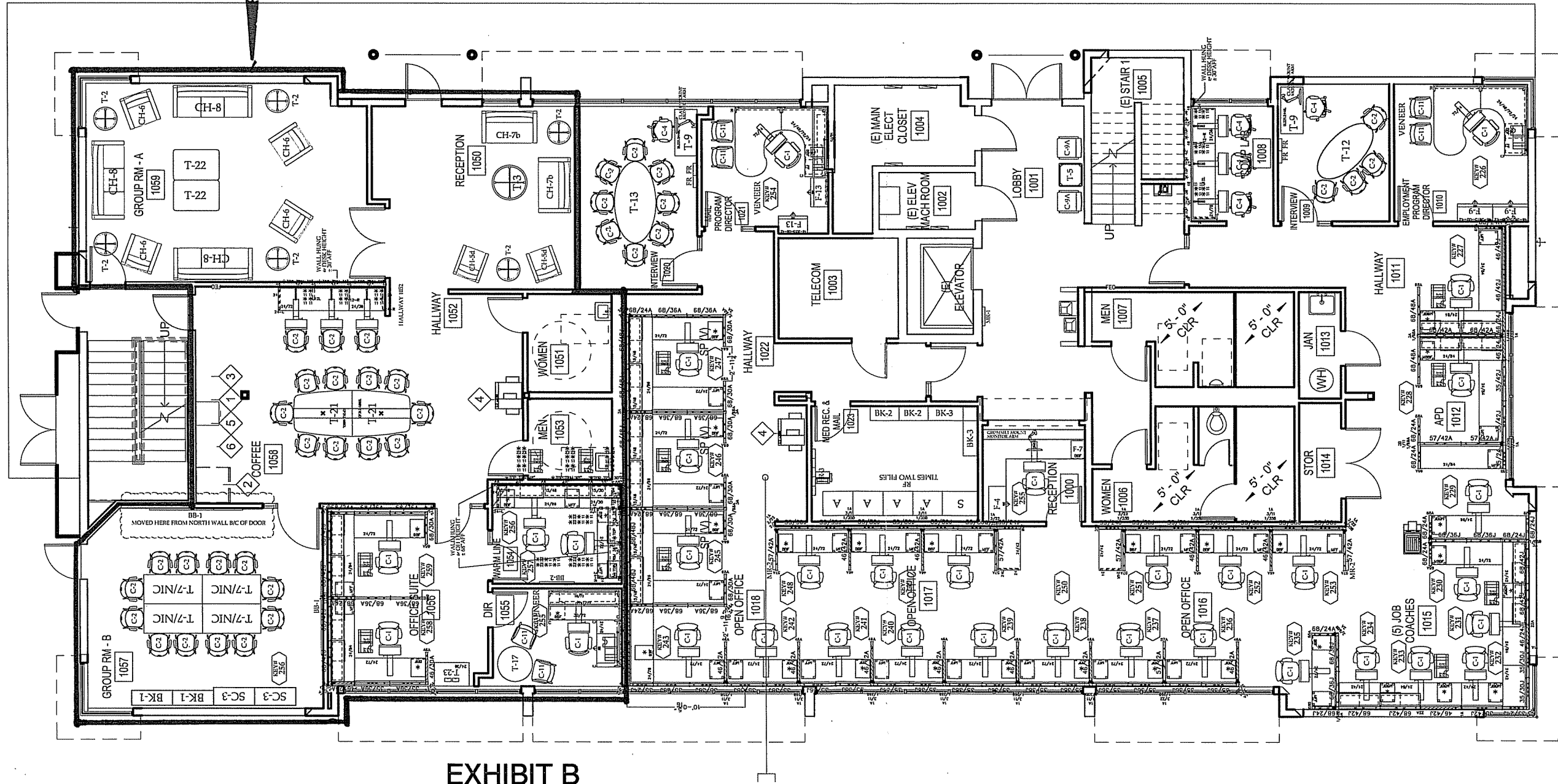


EXHIBIT B

**FURNITURE LEGEND:**

- C-1: AERON CHAIR
- C-2: CAPER CHAIR
- C-4: SIMPLE CONFERENCE CHAIR ADJ. ARMS
- CH-5d: MERIDIAN LOUNGE CHAIR - ML30/27
- CH-6: MERIDIAN LOUNGE CHAIR - ML34/33
- CH-7b: MERIDIAN 2-SEAT SOFA - ML34/57
- CH-8: MERIDIAN 3-SEAT SOFA - ML 34/81
- CH9a: RELIANT MULTIPLE CHAIR
- CH-11: ASIDE CHAIR
- F-4: LATERAL FILES 2H - 36W 18D
- F-7: PEDESTAL BBF FREESTANDING
- F-9: LATERAL FILE 2H W/BOOKCASE ON TOP 36W
- F-13: LATERAL FILES 2H W/BOOKCASE ON TOP 30W
- T-2: BRANDRUD ROUND TABLE 24D
- T-3: BRANDRUD SQUARE SIDE TABLE 36W X 36W
- T-5: BRANDRUD SQUARE SIDE TABLE 24W X 24W
- T-9: AVIVE TABLE 24D 48W
- T-12: AVIVE OVAL TABLE 36D 72W
- T-13: AVIVE OVAL TABLE 42D X 84W
- T-17: PASSAGE ROUND TABLE 36D
- T-21: SCOW FOLDAWAY TABLE 48D 60W
- T-22: INTERSECT KOTATSU TABLE
- T-23: CLT RECTANGULAR TABLE 24D 36W
- BB-1: BULLETIN BOARD 48" X 96"
- BB-2: BULLETIN BOARD 48" X 36"
- FR: LSA 6-POCKET FORM RACK
- FR-3: LSA 10-POCKET FORM RACK
- MR-1: PETER PEPPER LITERATURE RACK 19.5W X 38H X 3D
- MR-2: LSA 10-POCKET PANEL HUNG FORM RACK
- BK-1: 42W X 68H BOOKCASE
- BK-2: 30W X 15D X 88H OPEN SHELVING
- BK-3: 36W X 15D X 88H OPEN SHELVING
- RF: TIMES 2 FILING
- SC-3: STORAGE CASE 42W X 18D X 69H

68/36J



COORDINATED RESOURCES, INC.  
OF SAN FRANCISCO  
130 SUTTER STREET, THIRD FLOOR  
SAN FRANCISCO CA 94104  
415-989-0773  
[FAX] 415-986-8454

Approved By: \_\_\_\_\_

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

**Revisions:**

- 8/13/07 2/13/08
- 8/31/07
- 9/21/07
- 10/11/07
- 11/8/07

**General Notes:**

- This plan is intended for furniture installation only.
- All building information including but not limited to dimensions, electrical conditions and finishes shall be verified by the architect of record or property manager.
- Electrical connections shall be made by a licensed electrical contractor and is not the responsibility of CRI or CRI's contracted installers.

**Client:**

MARIN COUNTY  
HEALTH & WELLNESS  
BUILDING A  
1ST FL

Title: \_\_\_\_\_

System: VIVO/PASSAGE

Scale: NTS

Date: 7/30/07

Drawn by: MA

Checked: \_\_\_\_\_

Sheet No.: \_\_\_\_\_