

**LEASE**

PUBLIC DEFENDER  
601 FERRY STREET  
MARTINEZ, CA

This lease is dated October 11, 2022 and is between J. MORTZ LIMITED PARTNERSHIP; a California limited partnership (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

**Recitals**

- A. Lessor is the owner of the building and the four parking stalls located at 601 Ferry Street, Martinez, California (together, the building and the parking stalls are the “**Premises**”). The building consists of approximately 7,630 square feet and the Premises.
- B. Lessor desires to lease to County and County desires to lease from Lessor the Premises.

The parties therefore agree as follows:

**Agreement**

- 1. Lease of Premises. In consideration of the rent and subject to the terms herein set forth, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.
- 2. Term. The “**Term**” of this lease is one year, beginning November 14, 2022 (the “**Commencement Date**”) and ending November 13, 2023.
- 3. Base Rent. County shall pay rent monthly in advance in the amount of \$8,393.00 beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Term.

Other than as explicitly set forth in this lease, Lessor is responsible for all costs associated with the operation and maintenance of the building, includes parking lot sweeping, the fire alarm system, property taxes and property insurance.

Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to one-thirtieth (1/30) of the monthly Rent.

- 4. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.

5. Obligation to Pay Utilities and Janitorial Services. County shall pay for all water, gas, electricity, refuse collection and janitorial services provided to the Premises from the Commencement date until County no longer occupies the Premises.
6. Maintenance and Repairs:
  - a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building.
  - b. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks.
  - c. Building Operating Systems. Lessor shall maintain and repair the electrical, water, plumbing, heating, ventilation, and air-conditioning (HVAC) systems together, such systems and equipment are (the “**Operating Systems**”) in good order, condition and repair. Lessor shall maintain all permits related to the Operating Systems. Subject to Section 15 – Perilous Conditions, if any of the Operating Systems fail, a representative of the County’s Public Works Department (a “**County Representative**”) will notify the Lessor of such failure and Lessor shall use best efforts to promptly correct the problem. The notice of an Operating Systems failure may be delivered to Lessor either by telephone or email as follows:

Contact:	Earl Dunivan
Phone Number:	925-352-7948
Email Address:	Earl@Earldunivan.com

If Lessor fails to take corrective action to repair the problem and fails to diligently pursue the repair to completion within a reasonable period of time after the County Representative’s notice, the County may attempt to correct the problem. If the County corrects, or attempts to correct, the problem after a reasonable period of time has elapsed since the County Representative’s notice, Lessor shall reimburse the County for any costs incurred by the County promptly upon receipt of the County’s invoice. If Lessor fails to reimburse County within ten business days of the receipt of County’s invoice, County may deduct the amount of the invoice from the rent.

- d. Services by Lessor. If County determines that the Premises need maintenance, construction, remodeling or similar service beyond Lessor’s responsibilities under this lease, then upon County’s request, Lessor may agree to perform such service at County’s expense. In performing the service, Lessor shall consult with County and may use either licensed insured contractors or employees of Lessor, whichever Lessor determines is more suitable. Lessor shall obtain County’s prior written approval of the scope, terms, and cost of any such services. County may, by giving Lessor thirty (30) days prior written notice, change the level of service, terminate the

service, or require that the service be performed by a different contractor. County shall pay to Lessor, as additional rent, one hundred percent (100%) of the actual cost of said service plus an additional fifteen percent (15%) for management, supervision and administration related to the service. County is aware that Lessor has contracted with Earl Dunivan Property Services to provide the services described herein. County's payment for the services shall be made to Lessor or Earl Dunivan Property Services at P.O. Box 747, Martinez CA 94553.

7. Tenant Improvements. Lessor shall deliver property in good order and condition with steam cleaned carpets and broom swept where applicable. Lessor shall warrant that roof and HVAC systems are in good order, condition and repair prior to commencement of the lease. Subject to Section 9 below (Alterations; Fixtures and Signs), County shall not undertake any alterations to the Premises until it has first obtained Lessor's written consent.
8. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
9. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("**Attachments**") in or upon the Premises. Any Attachments will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and Attachments. All alterations and Attachments are subject to Lessor's approval and must comply with existing code requirements.
10. Insurance.
  - a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.
  - b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
11. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with their appurtenances and fixtures (except Attachments), all in good condition, ordinary wear and tear, damage by casualty, condemnation, act of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting the Premises upon the expiration or earlier termination of this lease.

12. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
13. Inspection. In the case of an emergency, as reasonably determined by Lessor, Lessor may enter the premises without prior notice to County, Otherwise, Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.
14. Certified Access Specialist Inspection. As required under California Civil Code 1938 (e), Lessor states: A Certified Access Specialist (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 subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or 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.
15. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of such Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

16. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within one hundred and twenty days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

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

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

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

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

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

19. Default.

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

a. County.

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

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

20. Remedies.

- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. County. Upon the occurrence of a default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay promptly upon receipt.

21. Notices. Any notice required or permitted under this lease shall be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: J. Mortz Limited Partnership  
C/o Earl Dunivan & Associates, Ltd.  
615 Escobar Street  
Martinez, CA 94553  
Facsimile: (925) 228-3789

To County: Contra Costa County  
Public Works Department  
Attn: Principal Real Property Agent  
255 Glacier Drive  
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier and (iii) three days after being deposited in the United States Postal system.

22. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
23. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease, except that Rent will be \$8,774.50 per month.
24. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
25. Governing Law. The laws of the State of California govern all matters arising out of this lease.
26. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
27. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.


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


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

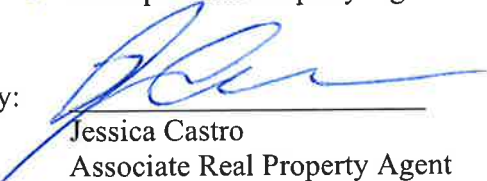
J. MORTZ LIMITED PARTNERSHIP

By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works


By:   
Earl Dunivan and Associates, LLC  
General Partner  
Earl Dunivan, Manager

RECOMMENDED FOR APPROVAL:

By:   
Jessica L. Dillingham  
Principal Real Property Agent

By:   
Jessica Castro  
Associate Real Property Agent

APPROVED AS TO FORM  
MARY ANN McNETT MASON, COUNTY COUNSEL

By:   
Kathleen M. Andrus  
Deputy County Counsel