

Occupancy Terms

I. PURPOSE

The SHARE Center consisting of a 16,000 square foot stand-alone building on approximately 1.6 acres of land is located at 845 East Laurel Drive, Salinas, California 93905, and further defined in Section XV and XVI of this Exhibit (hereinafter, "Premises") shall be used by CONTRACTOR as set forth herein to administer CONTRACTOR's program that provides 24-hour emergency shelter and other supportive services for individuals experiencing homelessness pursuant to the Professional Service Agreement (hereinafter, "PSA") to which this Exhibit is attached to (hereinafter, "Program").

II. FINANCIAL ARRANGEMENTS

- A. COUNTY shall allow CONTRACTOR to the right of use, quiet enjoyment, a list of possession of the Premises which includes furnishing and appliances to be provided upon arrival of final furnishings for the purposes of the Program.
- B. CONTRACTOR shall reimburse the COUNTY for any costs incurred by the COUNTY for damages caused as a direct result of CONTRACTOR's use of the Premises and areas appurtenant to the Premises.
- C. COUNTY is allowing CONTRACTOR to occupy the Premises on an "As-Is" condition. CONTRACTOR shall make no alterations to the Premises without prior written consent of the COUNTY.
- D. COUNTY and CONTRACTOR services and utilities responsibilities for the Premises shall be in accordance with Section V of this Exhibit. All appropriate costs for both COUNTY and CONTRACTOR responsibilities shall be funded by COUNTY. CONTRACTOR paid costs shall be reimbursed by COUNTY through the PSA and shall be included in **Exhibit C, Budget**, of the PSA.
- E. COUNTY and CONTRACTOR repair and maintenance responsibilities for the Premises shall be in accordance with Section VI of this Exhibit. All appropriate costs for both COUNTY and CONTRACTOR responsibilities shall be funded by COUNTY. CONTRACTOR paid costs shall be reimbursed by COUNTY through the PSA and shall be included in **Exhibit C, Budget** of the PSA.

III. MANAGEMENT AND COORDINATION

- A. On-site management of CONTRACTOR's Program, including services,

shall be the sole responsibility of CONTRACTOR.

- B. CONTRACTOR shall be responsible for coordinating all repairs and services that are CONTRACTOR responsibility per Section V and VI of this Exhibit. COUNTY shall provide CONTRACTOR an approved vendor list within thirty (30) days of the fully executed PSA.
- C. CONTRACTOR shall provide a monthly summary report to COUNTY of all maintenance, repairs, other building issues, and resolutions by the tenth day of the month for the previous month.
- D. All official correspondence shall be mailed to the parties at their respective addresses as listed in the Notices provision in Section IV of this Exhibit.
- E. CONTRACTOR shall follow all COUNTY rules and regulations in Section VII of this Exhibit regarding the use of the Premises.

IV. NOTICE PROVISION

Any official notice or other correspondence which either party is required to give relating to the terms of this Exhibit shall be given by secure electronic mail or certified mail to the COUNTY and CONTRACTOR at the addresses listed below:

To COUNTY:
County of Monterey
Department of Social Services
Attn: Kim Petty, Logistics Manager
1000 S. Main Street Ste. 304
Salinas, California 93901
pettyk@co.monterey.ca.us
831-755-4492

To CONTRACTOR
Bay Area Community Services
Attn: Chief Executive Officer
390 40th Street
Oakland, California 94609

EXHIBIT E

V. SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of COUNTY and CONTRACTOR for the proposed use of the Premises:

	COUNTY	CONTRACTOR
Provide adequate paper supplies, dispensers, and waste and recycling containers for the Premises and restrooms within Premises		X
Provide adequate custodial service for the interior of the Premises		X
Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building (including steam cleaning or pressure washing sidewalks)		X
Professionally clean carpets, rugs, tile and linoleum flooring		X
Professionally clean existing drapes, blinds, and window shades		X
Professionally clean interior windows {excluding common area}		X
Professionally clean exterior windows		X
Provide adequate pest control for the interior of the Premises		X
Provide adequate pest control for exterior of Premises		X
Provide adequate landscape maintenance and gardening (including weed and abatement)	X	
Provide adequate maintenance of any community gardens		X
Provide adequate parking lot area sweeping		X
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service		X
Large item disposal (items that cannot be picked up by regular trash service i.e. mattresses, appliances, etc.)		X
Provide adequate fire sprinkler systems testing per National Fire Protection Association (NFPA) standards	X	
Provide adequate fire alarm systems monitoring per NFPA standard	X	
Provide adequate intrusion/security alarm systems monitoring		X
Provide adequate patrolled security guard service		X
Provide adequate heating and ventilation systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142	X	
Provide adequate servicing of uninterrupted power source (UPS)		X
Provide adequate gas utility service		X
Provide adequate electric utility service		X
Provide adequate water utility service		X
Provide adequate telephone and data service (including connection charges)		X

The term “adequate” shall mean sufficient to ensure the health, safety and general well-being of the employees, occupants or invitees of the Premises.

EXHIBIT E

VI. REPAIRS AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of COUNTY and CONTRACTOR for the proposed use of the Premises.

	COUNTY	CONTRACTOR
Affixed Cabinets	X	
Foundations and Floor Slabs	X	
Exterior and Bearing Walls	X	
Exterior Doors and Hardware	X	
Exterior Windows and Window Frames	X	
Roofs (including replacement if deemed necessary)	X	
Gutters, Drains and Downspouts		X
Parking Lots (including parking lot lighting)	X	
Ceilings	X	
Exterior Walls	X	
Fire Shrinker Systems	X	
Fire Alarm Systems	X	
Intrusion/Security Alarm Systems (including security cameras)		X
Heating and Ventilation Systems (including replacement if deemed necessary)	X	
Heating and Ventilation control switches, sensors, and thermostats	X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)	X	
Plumbing Systems (including sewer and drain stoppages, and fixtures)	X	
Exterior Lighting (including starters, ballasts, transformers and light switches)	X	
Interior Lighting (including starters, ballasts, transformers and light switches)		X
Interior Light Bulbs and Fluorescent Light Tubes (replacement)		X
Interior Walls		X
Interior Wall Surfaces (including repainting every 5 years)	X	
Interior Doors and Hardware	X	
Interior Windows and Window Frames	X	
Carpet, VCT, and Linoleum Flooring (including replacement if deemed necessary)	X	
Base and/or Moldings (including replacement if deemed necessary)	X	
Communication Systems (data/telephone cabling, connections and equipment)		X
Maintain exterior of Premise including area around the dumpster and within fenced areas in a clean, safe, sanitary, and hazard free condition		X

The term “deemed necessary” shall mean that CONTRACTOR and COUNTY are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the employees, occupants and or invitees of the Premises.

*Notwithstanding the forgoing, CONTRACTOR will pay to COUNTY the reasonable cost of any repairs or maintenance required as a result of negligent acts or omissions, or which is otherwise the fault, of CONTRACTOR, its agents, employees, contractors, guests, or invitees.

VII. COUNTY'S RULES AND REGULATIONS

No sign or notice shall be displayed by CONTRACTOR outside of the Premises without written consent of COUNTY. If approval is not given, COUNTY shall have the right to remove such sign or notice without notice to CONTRACTOR and at the expense of the CONTRACTOR. All signs on access doors to the Premises shall be approved by COUNTY. CONTRACTOR's standard company sign on the main door to the Premises may be installed at CONTRACTOR's expense. CONTRACTOR may at its expense, install a different sign after receiving written design approval by COUNTY. Design criteria should be obtained from COUNTY in advance.

1. CONTRACTOR shall not place anything within the Premises which may appear unsightly from outside of the Premises.
2. Sidewalks, halls, passages, exits, and entrances, shall not be obstructed by CONTRACTOR, or used for any purpose other than for ingress or egress.
3. CONTRACTOR shall not alter any lock or install any new or additional locks or bolts on any doors or windows without the written consent of COUNTY.
4. The toilet rooms, showers, kitchens, sinks, urinals, wash bowls and other apparatus shall not be used for any purpose other than for which they were installed.
5. CONTRACTOR shall not mark, drive nails, screw or drill into the partitions, woodwork, or plaster or in any way deface the Premises, except for hanging of small items such as pictures with nail type of hangers, without COUNTY's approval.
6. No unusually large or heavy equipment shall be brought into the Premises without prior notice to COUNTY, and all moving of the same into or out of the Premises shall be done at such time and such a manner as COUNTY shall designate.
7. All damage done to the Premises by moving or maintaining any such equipment shall be repaired at the expense of CONTRACTOR.
8. CONTRACTOR shall not use the Premises in a manner offensive or objectionable to the COUNTY by reason of noise, odors, and/or vibrations, or interfere in any way with neighboring businesses or those having business herein, nor shall any animals or birds be brought in or about the Premises.
9. CONTRACTOR shall not use or keep on the Premises any foul or noxious gas, kerosene, gasoline or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by COUNTY.
10. COUNTY will direct electricians as to where and how telephone wires are to be installed. No changing of wires will be allowed without the written consent of the COUNTY. The location of the telephones, call boxes and other office equipment affixed

to the Premises shall be subject to the approval of COUNTY.

11. No aerial satellite dish or other item shall be erected on the roof or exterior walls of the complex, or on the grounds without, in each instance, the written consent of the COUNTY. Any such item so installed without such written consent shall be subject to removal without notice at any time.

12. No loudspeakers, televisions, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without prior written consent of the COUNTY.

13. Any person whose behavior that causes injury or insult and/or whose presence on the Premises may in the judgment of the COUNTY be prejudicial to the safety, character, reputation or interest of the COUNTY or of its CONTRACTORS may be denied access to the Premises or may be ejected therefrom.

14. In case of invasions, mob riot, public excitement, or other emergency, the COUNTY reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the CONTRACTOR and protection of property in the Premises. COUNTY will also direct CONTRACTOR as necessary in an emergency and will not assume any liability for damages suffered by CONTRACTORS as the result of such directions.

15. COUNTY shall schedule meetings as deemed necessary with CONTRACTOR to discuss rules and regulations and address questions and concerns.

VIII. DISPUTE RESOLUTION

In the event that any problem or issue arises with respect to the implementation or interpretation of this Exhibit, the parties mutually agree to meet at the request of either of them to discuss and resolve the issue in good faith. In such event, the Chief Executive Officer for CONTRACTOR or his/her designee, will meet with the COUNTY's Department of Social Services Director, or his/her designee, to reach a mutually satisfactory and reasonable conclusion. Provisions regarding dispute resolution in the PSA to take precedence.

IX. DISRUPTION OF SERVICE

In the event that the operation of the Program is interrupted because of any act or regulation of any public authority, civil tumult, strike, epidemic, natural disaster, interruption or delay of transportation or utility service, war conditions, or emergencies, or any cause beyond the control of either party, the PSA may be suspended by either party without prior notice and neither party shall be liable for such suspension. In the event of a disaster, CONTRACTOR and COUNTY will work in cooperation with County Office of Emergency Service during the disaster to assist with provision of any appropriate services.

X. FURNISHING AND APPLIANCES

A separate list of possession of the Premises will be provided upon arrival of final furnishings.

XI. ENTRY AND INSPECTION

With twenty-four (24) hour notice to CONTRACTOR the COUNTY shall have the right to enter the Premises at reasonable times for the purpose of inspection, posting notices, or other lawful purposes.

XII. COUNTY'S STATEMENT REGARDING DISABILITY ACCESS & CERTIFIED ACCESS SPECIALIST INSPECTION (CASp) REPORT

Pursuant to California Civil Code Section 1938 (a), COUNTY represents that the Premises [] has [X] has not undergone inspection by a Certified Access Specialist (CASp).

Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of COUNTY's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of an occupancy agreement which have impacted the subject premises' compliance with construction related accessibility standards, COUNTY shall provide, prior to execution of the occupancy agreement, a copy of any report prepared by the CASp with an agreement from CONTRACTOR that information in the report shall remain confidential, except as necessary for the CONTRACTOR to complete repairs and corrections of violations of construction related accessibility standards that the CONTRACTOR agrees to make.

Pursuant to California Civil Code Section 1938 (c), making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the COUNTY, unless otherwise mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall have the opportunity to review any CASp report prior to execution of an occupancy agreement. If the report is not provided to the CONTRACTOR at least 48 hours prior to execution of the occupancy agreement, CONTRACTOR shall have the right to rescind the occupancy agreement, based upon the information contained in the report, for 72 hours after execution of the occupancy agreement.

Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, COUNTY shall provide a copy of the current disability access inspection certificate and any inspection report to CONTRACTOR not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of the occupancy agreement.

Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, COUNTY shall state the following on the occupancy agreement:

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.

XIII. PROPOSITION 65 WARNING

CALIFORNIA PROPOSITION 65 WARNING. This warning is provided in compliance with the requirements of California’s Proposition 65, due to exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm, from exposures to materials used in and around the construction site of **845 East Laurel Drive, Salinas, California.**

“WARNING: MATERIALS INCLUDED IN THE CONSTRUCTION OF THE PREMISES AND PROPERTY WILL EXPOSE YOU TO FORMALDEHYDE AND OTHER CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FURTHER INFORMATION MAY BE OBTAINED FROM THE MANAGER/OWNER.”

This warning is provided to inform tenants of the exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm. The exposures are caused by the materials of which the office buildings on this site are constructed. **Environmental exposures to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm will continue for as long as _____ engages in ongoing construction on and around the surrounding property.**

Formaldehyde. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes and offices. Formaldehyde is present in the air because it is emitted by a variety of building materials and products purchased by the builder from materials suppliers. These materials and products include carpeting, pressed wood products, insulation, plastics, and glues.

Other Chemicals. The Premises and/or ongoing construction sites in this development have not been tested. Given the cost of testing, it is not feasible to test every rental property and nearby construction site to ascertain the level of formaldehyde or other carcinogens and reproductive toxicants present in the rental property or ongoing construction sites nearby. Most homes, offices and construction sites that have been tested elsewhere do contain formaldehyde as well as other carcinogens and reproductive toxicants, although their concentrations vary from property to property with no obvious explanations for the differences. One of the problems is that many of the suppliers of building materials and products do not provide information on chemical ingredients to their builders. In the absence of specific information on these leased premises, and in light of the materials used in and around their construction, we believe that a warning is necessary.

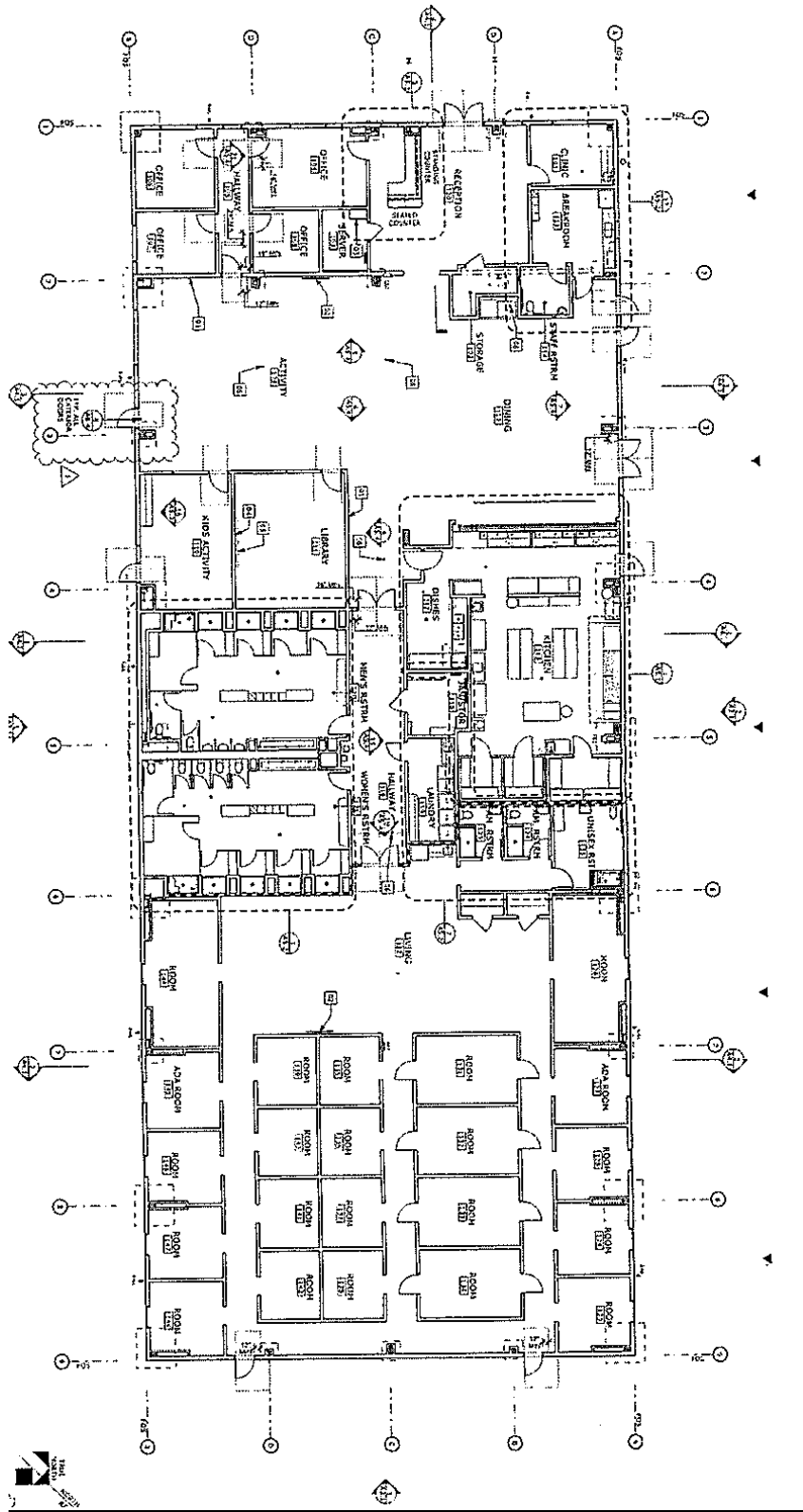
Please provide this warning to invitees and guests entering this leased property. You may have further questions about these issues. _____, has made no inquiries of our material suppliers concerning these matters. _____ is willing to provide, upon request, the names of known material suppliers, which may be contacted for further information.

XIV. DEED RISTRATION AND COVENANT

EXHIBIT E

COUNTY and CONTRACTOR acknowledge that the Premises shall remain available for activities under the Homeless Emergency Aid Program (HEAP) for a duration of ten (10) years following the date of issuance of certificate of occupancy of the completion of the SHARE Center as evidenced by the Deed Restriction and Covenant document recorded by the Monterey County Clerk-Recorders Office as document number 2019052407. Certificate of Occupancy was issued on 2019052407.

XV. BUILDING FLOOR PLAN OF PREMISES



XVI. SITE PLAN OF PREMISES

