



102 WHEELLOCK ROAD #315

22.a  
Approved 3/25/2025  
Board of Supervisors  
DOC-2025-191

**102 WHEELLOCK ROAD – FRONT ST. HOUSING, INC.**

**APN 109-271-07**

LESSOR: COUNTY OF SANTA CRUZ, a political subdivision of the State of California

LESSEE: FRONT ST. HOUSING, INC.

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ARTICLE 1	PREMISES .....3
ARTICLE 2	TERM .....3
2.2	EXTENSION.....3
ARTICLE 3	RENT .....3
3.1	BASE MONTHLY RENT .....3
3.2	COST OF LIVING ADJUSTMENTS ("COLA") TO THE BASE MONTHLY RENT.....4
3.3	DELIVERY OF RENT PAYMENTS.....4
3.4	FAILURE TO PAY BASE MONTHLY RENT OR ADDITIONAL RENT; LATE CHARGE .....4
3.5	TERMINATION; LATE CHARGE.....5
ARTICLE 4	SECURITY DEPOSIT .....5
ARTICLE 5	POSSESSION AND USE.....5
5.1	PERMITTED USES.....5
5.2	DUTIES AND PROHIBITED CONDUCT.....5
5.3	COMPLIANCE WITH STORMWATER LAWS .....5
ARTICLE 6	UTILITIES .....6
6.1	UTILITY SERVICES.....6
6.2	ENERGY CONSERVATION BY LESSEE.....6
6.3	ENERGY CONSERVATION BY COUNTY .....6
6.4	ALLOCATION OF COSTS FOR ENERGY CONSERVATION SYSTEMS, FIXTURES, AND EQUIPMENT .....7
ARTICLE 7	MECHANICS' LIENS.....7
ARTICLE 8	SECURITY.....7
ARTICLE 9	TAXES, ASSESSMENTS AND FEES .....7
9.1	RESPONSIBILITY FOR PAYMENT OF TAXES AND ASSESSMENTS .....7
9.2	DEFINITION OF TAXES .....7
9.3	CREATION OF POSSESSORY INTEREST .....8
ARTICLE 10	REPAIRS; MAINTENANCE .....8
10.1	ACCEPTANCE OF PREMISES .....8
10.2	LESSEE'S REPAIR AND MAINTENANCE OBLIGATIONS .....8
10.3	MINOR MAINTENANCE AND REPAIRS.....8
10.4	MAJOR MAINTENANCE AND REPAIRS .....9
10.6	LESSEE'S FAILURE TO MAINTAIN .....10
10.7	RIGHT TO ENTER .....10
10.8	COUNTY NOT OBLIGATED TO REPAIR OR MAINTAIN; LESSEE'S WAIVER OF CALIFORNIA CIVIL CODE SECTION 1942.....10
ARTICLE 11	INDEMNITY AND INSURANCE.....10
11.1	LESSEE'S INDEMNITY .....10
11.2	COUNTY'S INDEMNITY .....11
11.3	LESSEE'S INSURANCE OBLIGATIONS.....11
11.4	COUNTY'S INSURANCE OBLIGATIONS.....11

**ARTICLE 12    HAZARDOUS MATERIALS .....11**

12.1    HAZARDOUS MATERIALS LAWS-DEFINITION .....11

12.2    HAZARDOUS MATERIALS - DEFINITION.....11

12.3    LESSEE'S REPRESENTATIONS AND WARRANTIES.....12

12.4    INDEMNIFICATION BY LESSEE .....13

12.5    REMEDIES CUMULATIVE; SURVIVAL.....14

12.6    INSPECTION .....14

**ARTICLE 13    ASSIGNMENT AND SUBLETTING .....14**

**ARTICLE 14    COUNTY'S RIGHT OF ACCESS.....14**

**ARTICLE 15    QUIET ENJOYMENT .....15**

**ARTICLE 16    NOTICES.....15**

16.1    NOTICES .....15

16.2    DEFAULT NOTICES .....16

**ARTICLE 17    WAIVER OF RELOCATION ASSISTANCE BENEFITS .....16**

17.1    RELOCATION ASSISTANCE BENEFITS .....16

17.2    LESSEE'S WAIVER AND RELEASE OF RELOCATION BENEFITS.....16

**ARTICLE 18    GENERAL PROVISIONS .....17**

18.1    AUTHORITY .....17

18.2    BROKERS.....17

18.3    CAPTIONS .....17

18.4    COUNTY APPROVAL .....17

18.5    CUMULATIVE REMEDIES .....17

18.6    ENTIRE AGREEMENT .....17

18.7    ESTOPPEL CERTIFICATE .....17

18.8    EXHIBITS .....18

18.9    FORCE MAJEURE .....18

18.10    GOVERNING LAW .....18

18.11    INTERPRETATION.....18

18.12    JOINT AND SEVERAL LIABILITY.....18

18.13    LEASE ADMINISTRATION.....18

18.14    LESSEE'S LEASE ADMINISTRATION.....18

18.15    LIQUIDATED DAMAGES .....18

18.16    MODIFICATION .....19

18.17    PARTIAL INVALIDITY .....19

18.18    PAYMENTS .....19

18.19    SUCCESSORS & ASSIGNS .....19

18.20    TIME OF ESSENCE.....19

18.21    WAIVER .....19

EXHIBIT A - DESCRIPTION OF THE

PREMISES.....A1

EXHIBIT B - INSURANCE

REQUIREMENTS.....B1

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of January 1, 2025 ("Commencement Date"), by and between the COUNTY OF SANTA CRUZ, a political subdivision of the State of California ("County" or "Lessor"), and FRONT ST. HOUSING, INC. ("Lessee").

IN CONSIDERATION OF THE RENTS AND COVENANTS hereinafter set forth, the County hereby leases to Lessee, and Lessee hereby leases from County, the Premises described below upon the following terms and conditions:

### ARTICLE 1 PREMISES

The Premises ("Premises") consist of that certain real property described as follows: The entire 2,452 square foot main building and the entire 1,943 square foot portable building (4,395 square feet total buildings) located on the 41,426 square foot (0.951 acre) site known as 102 Wheelock Road, Watsonville, CA, assessor parcel number 109-271-07, along with outbuildings, pool/spa, patios, and appurtenances. All of said leased real property is described in Exhibit "A" attached hereto and by this reference incorporated herein.

### ARTICLE 2 TERM

2.1 Term. The term of this Lease shall commence on January 1, 2025 (Commencement Date) and terminate December 31, 2035.

2.2 Extension. The parties may agree to extend the term of this Lease for an additional five (5) years by mutual agreement. If extended, the option term period would be from January 1, 2036 through December 31, 2040.

2.3 Holding Over. Should Lessee hold over said Premises after this lease has terminated in any manner, such holding over shall be deemed a tenancy from month to month and at the rental rate equal to the last rental rate paid under the lease, unless a new rental rate amount is mutually agreed upon, payable in advance on the same terms and conditions as in this agreement. Any terms and/or conditions under this lease shall also apply to the holding over period.

### ARTICLE 3 RENT

3.1 Base Annual Rent. Lessee shall pay as rent for the use and occupancy of the Premises an annual fee of \$52,740.00, payable in monthly installments of \$4,395.00, due on the

first day of each month ("Rent Due Date"), without setoff, deduction, prior notice or demand, commencing on the Commencement Date. Rent shall remain the same for the entire term of this Lease unless adjusted by mutual consent.

3.2 Cost of Living Adjustments ("COLA") to the Base Monthly Rent. N/A

3.3 Delivery of Rent Payments. All rent due under this Lease shall be made payable to the County of Santa Cruz, and shall be considered paid when delivered to:

COUNTY OF SANTA CRUZ  
Real Property Section  
701 Ocean Street, Room 330  
Santa Cruz, CA 95060

County may, at any time, by written notice to Lessee, designate a different address to which Lessee shall deliver the rent payments. County may, but is not obligated to, send rent invoices to Lessee.

3.4 Failure to Pay Base Rent or Additional Rent; Late Charge.

If Lessee fails to pay rent due hereunder at the time it is due and payable, such unpaid amounts shall bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, computed on the basis of monthly compounding with actual days elapsed compared to a 360-day year. In addition to such interest, the late payment by Lessee of any monthly rental due hereunder will cause County to incur certain costs and expenses not contemplated under this Lease, the exact amount of which costs being extremely difficult or impracticable to fix. Such costs and expenses will include, without limitation, administrative and collection costs, and processing and accounting expenses. Therefore, if any such monthly rental is not received by County within ten (10) business days following the due date, Lessee shall immediately pay to County a late charge equal to five percent (5%) of such overdue amount. This late charge represents a reasonable estimate of such costs and expenses and is fair compensation to County for its loss caused by Lessee's nonpayment. Should Lessee pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of rent due hereunder, County's acceptance of this late charge shall not constitute a waiver of Lessee's default with respect to such nonpayment by Lessee nor prevent County from exercising all other rights and remedies available to County under this Lease or under law. Lessor reserves the right to waive any and all late fees and penalties at its sole discretion.

In the event of a dispute between the parties as to the correct amount of Base Monthly Rent or Additional Rent owed by Lessee, County may accept any sum tendered by Lessee in payment thereof, without prejudice to County's claim as to the proper amount of rent owing. If it is later determined that Lessee has not paid the full amount of rent owing, the late charge specified herein shall apply only to that portion of the rent still due and payable from Lessee. Notwithstanding any provision of this Section to the contrary, however, County's Lease Administrator may waive any delinquency payment or late charge upon written application of Lessee.

3.5 Termination. Either party may terminate this Lease at any time, for any reason, by giving ninety (90) days written notice to the other party.

#### ARTICLE 4 SECURITY DEPOSIT

Lessee has paid or will pay to County the amount of Zero Dollars (\$\_0\_) as security for Lessee's performance of this Lease.

#### ARTICLE 5 POSSESSION AND USE

5.1 Permitted Uses. Lessee shall use the property herein for providing services to the residents of this residential care facility. A separate service contract is negotiated annually between County's Community Behavioral Health Services, and Front St. Housing, Inc. If the service contract is terminated, this use agreement shall likewise be terminated. To the extent this agreement shall likewise be terminated. To the extent this agreement and the service contract are in conflict, this agreement is controlling. Lessee shall use the Premises solely for Residential Care services, per County Revenue Agreement R-496. No one other than Lessee, its agents, affiliates, volunteers and employees, or any sublessee of Lessee approved by County as provided in Article 13, "Assignment and Subletting," below, is permitted to use the Premises for the purposes described herein, and Lessee shall be fully responsible for the activities of its agents, volunteers and employees and sublessees, if any, on the Premises.

5.2 Duties and Prohibited Conduct. Where Lessee is reasonably in doubt as to the propriety of any particular use, Lessee may request the written determination of County's Lease Administrator that such use is or is not permitted, and Lessee will not be in breach or default under this Lease if Lessee abides by such determination. Notwithstanding the foregoing, however, Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance. Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term regulating the use by Lessee of the Premises. Lessee shall not use, or permit any person or persons to use, the Premises for the sale or display of any goods and/or services, which, in the sole discretion of County, are inconsistent with the permitted uses of the Premises pursuant to this Lease. Lessee shall keep the Premises, and every part thereof, in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above.

5.3 Compliance with Stormwater Laws. Lessee's use of the Premises is subject to federal, state and local laws regarding the discharge into the stormwater conveyance system of pollutants. Compliance with these laws may require Lessee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). BMPs can include operational practices; water or pollutant management practices; physical site features; or devices to remove pollutants from stormwater, to affect the flow of

stormwater or to infiltrate stormwater to the ground. BMPs applicable to Lessee's use of the Premises may include a requirement that all materials, wastes or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Lessee is required and agrees to use, operate, maintain, develop, redevelop and retrofit the Premises, as necessary, in accordance with all applicable federal, state and local laws restricting the discharge of non-stormwater at or from the Premises; and all such laws, regulations, or local guidance requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Lessee further agrees to develop, install, implement and/or maintain at Lessee's sole cost and expense, any BMPs or similar pollution control devices required by federal, state and/or local law and any implementing regulations or guidance.

Lessee understands and acknowledges that the stormwater and non-stormwater requirements applicable to Lessee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Lessee's activities or development or redevelopment by Lessee or County. Lessee shall develop, install, implement, and maintain such additional BMPs and/or other pollution control practices at the Premises at Lessee's sole cost and expense. To the extent there is a conflict between any federal, state, or local law, Lessee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Lessee's failure to comply with applicable stormwater laws as set forth in this Article, Lessee shall reimburse County for the entire fine amount.

## ARTICLE 6 UTILITIES

6.1 Utility Services. Lessee agrees to provide and pay for all of the utilities and services necessary for the occupancy and use of the Premises, including, but not limited to water, gas, electricity, garbage collection, sewage charges or septic service, and telephone, and for all connection charges. County shall have no responsibility either to provide or pay for such services.

6.2 Energy Conservation by Lessee. Lessee shall be responsible for promoting energy conservation measures in the operation of all activities at the Lease Premises. Lessee shall cooperate with the Landlord in all forms of energy conservation including energy-efficient lighting, heating and air-conditioning systems, and fixtures and equipment. Lessee shall comply with all existing and newly enacted laws, by-laws, regulations, etc., relating to the conservation of energy. Lessee shall comply with all reasonable requests and demands of the Landlord pertaining to the installation and maintenance of energy conservation systems, fixtures, and equipment.

6.3 Energy Conservation by County. County is required to comply with all laws and regulations requiring the installation of energy-efficient systems, fixtures, and equipment at County buildings and facilities. In accordance with all laws and regulations and this Lease; Lessee shall maintain or repair, or cause to maintain or repair, the building, and related systems in accordance with current energy conservation standards.

6.4 Allocation of Costs for Energy Conservation Systems, Fixtures, and Equipment. During the term of this lease County may be required to install new energy-efficient systems, fixtures, or equipment within the Lease Premises or to serve said Premises. County shall be entitled to reasonably and equitably allocate the costs it incurs in connection with the installation thereof. County shall be entitled to amortize the cost of any capital improvements to any building, machinery or equipment installed that is made or becomes operational during the term of this Lease and which has the effect of reducing the Lessee's expenses that otherwise would be billed in the costs of operation. County shall have the option of allocating additional operating costs to lessees or occupants at either the actual cost or at a level equal to the projected or proven, operating cost reductions to Lessee.

## ARTICLE 7 MECHANICS' LIENS

Lessee shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Premises, Lessee shall cause the lien to be discharged of record within ten (10) days after it is filed. Lessee shall indemnify, defend and hold County harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Lessee or persons claiming under Lessee.

## ARTICLE 8 SECURITY

Lessee shall be responsible for and shall provide for the security of the Premises, and County shall have no responsibility therefor.

## ARTICLE 9 TAXES, ASSESSMENTS AND FEES

9.1 Responsibility for Payment of Taxes and Assessments. Lessor shall be obligated to pay any taxes or assessments accruing against the Premises, during or after the Term, or any extension thereof; all such payments shall be the sole responsibility of Lessor.

Lessee shall be solely responsible for payment of any taxes or assessments levied upon any Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

9.2 Definition of Taxes. As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance



taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from Lessee's failure to pay taxes, (v) any increases in taxes attributable to the sale of Lessee's leasehold interest in the Premises, or (vi) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Premises.

9.3 Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on such interest. Lessor shall be solely responsible for the payment of any such real property taxes. Lessor shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Lessor from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

## ARTICLE 10 REPAIRS; MAINTENANCE

10.1 Acceptance of Premises. Lessee acknowledges that Lessee has made a thorough inspection of the Premises prior to the Commencement Date of this Lease, and that it accepts the Premises as of the Commencement Date in their condition at that time. Lessee further acknowledges that County has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on its inspection of the Premises with respect thereto.

10.2 Lessee's Repair and Maintenance Obligations. Lessee shall at all times from and after the Commencement Date, repair and maintain the Premises in good and tenantable condition and coordinate minor and major maintenance and repair as delineated in this Article.

10.3 Minor Maintenance and Repairs. Lessee is responsible for, at its sole cost and expense and without cost to the County, performing all minor maintenance and repairs for the Premises. Minor maintenance and repairs are defined as any and all maintenance or repairs, costing up to a maximum of \$5,000 per item, and with an annual cap of \$20,000, necessary to maintain the Premises in good and tenantable condition, and shall include but not be limited to: maintenance and repair of: the roof; the heating, ventilation and air conditioning (HVAC) system; mechanical and electrical systems; all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises exclusively with utilities (except to the extent the appropriate utility company has assumed these duties); all fixtures and other equipment installed in the Premises; all exterior and interior glass installed in the Premises; all signs, lock and closing devices; all interior window sashes, casements and frames; doors and door frames (except for the painting of the exterior surfaces thereof); floor coverings; and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. Lessee's obligations hereunder shall apply regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of

Lessee, its agents, employees, invitees, visitors, sublessees or contractors. All replacements made by Lessee in accordance with this Section shall be of like size, kind and quality to the items replaced and shall be subject to County's approval. Lessee shall utilize its own maintenance staff or outside contractors, however, Lessee shall only use appropriately licensed staff or contractors for any item requiring a building permit.

10.4 Major Maintenance and Repairs. County is responsible for, at its sole cost and expense and without cost to Lessee (above the first \$5,000 considered minor maintenance), performing all major maintenance and repairs for the Premises. Major maintenance and repairs are defined as any and all maintenance or repairs, costing more than \$5,000 per item (the first \$5,000 of each repair are considered minor maintenance are the responsibility of the tenant), necessary to maintain the Premises in good and tenantable condition. Examples include but are not limited to: painting of building exterior; repair and resurfacing of parking areas; structural repairs involving foundation, exterior walls and bearing walls; and major repair or replacement of failed roof, gutters, downspouts, HVAC system, unexposed plumbing and electrical, fire sprinkler system, septic system, and fire alarm system. An example of how major maintenance costs are to be addressed is a \$15,000 roof repair. The first \$5,000 would be considered minor maintenance and be the responsibility of the tenant, the remaining \$10,000 would be the responsibility of the County. Major Maintenance repair requests shall be made to the Health Services Agency – Sr. Departmental Administrative Analyst (HSA Facilities) at:

COUNTY OF SANTA CRUZ

Health Services Agency – Sr. Departmental Administrative Analyst

1080 Emeline Ave, Santa Cruz, CA 95060

[laurin.burton@santacruzcountyca.gov](mailto:laurin.burton@santacruzcountyca.gov)

(831) 454-7529

For all major maintenance that cannot be completed by the County General Services Department and upon approval from County, Lessee shall contract for services, in concurrence with County purchasing policies and procedures. All proposed work shall be approved by the County's General Services Department and the Health Services Agency and, such approval shall be timely and not unreasonably withheld. Lessee will be reimbursed by County for direct costs of the approved facility improvements and major maintenance repairs.

Upon surrender of the Premises, Lessee shall deliver the Premises to County in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear. Lessee shall provide for trash removal, at its expense, and shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition.

10.5 Emergency Repairs of Critical Systems. If a problem develops within the HVAC equipment, plumbing, electrical, drainage or other critical building system that if left unrepaired for any length of time could reasonably impact the health or safety of the occupants, or the continued occupancy of the Premises, Lessee will immediately contact the HSA Facilities to report the problem. If the problem falls under minor maintenance or repairs, Lessee shall proceed under the guidelines of Article 10.3. If Lessee is unable to quickly resolve the problem using Lessee's maintenance staff or outside contractors, Lessee shall contact HSA Facilities who shall arrange for

repairs to be completed by the County General Services Department or assist Lessee with identifying an outside contractor that can complete the work. If the problem falls under major maintenance or repairs, Lessee and County shall proceed under the guidelines of Article 10.4.

10.6 Lessee's Failure to Maintain. If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to County, County may, upon giving Lessee reasonable written notice of its election to do so, make such repairs or perform such maintenance on behalf of and for the account of Lessee. If County makes or causes any such repairs to be made or performed, as provided for herein, Lessee shall pay the cost thereof to County, as additional rent, promptly upon receipt of an invoice therefore.

10.7 Right to Enter. Lessee shall permit County, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work therein that (a) may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) County may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from County, and (c) County may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any County-constructed or owned facilities on or off of the Premises. Nothing herein shall imply any duty on the part of County to do any such work which, under any provision of this Lease, Lessee may be required to do, nor shall County's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. If County exercises any of its rights under this Section, Lessee shall not be entitled to any compensation, damages or abatement of rent from County for any injury or inconvenience occasioned thereby.

10.8 County Not Obligated to Repair or Maintain; Lessee's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Lessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the County under this Lease.

## ARTICLE 11 INDEMNITY AND INSURANCE

11.1 Lessee's Indemnity. County shall not be liable for, and Lessee shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Lease and arising either directly or indirectly from any act, error, omission or negligence of Lessee or its contractors, licensees, agents, volunteers, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Lessee shall have no obligation, however, to defend or indemnify

County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

11.2 County's Indemnity. County shall defend and indemnify Lessee and hold it harmless from and against any Claims related to this Lease that arise solely from any act, omission, or negligence of County Parties.

11.3 Lessee's Insurance Obligations. Without limiting Lessee's indemnification obligations to County under this Lease, Lessee shall provide and maintain, during the Term and for such other period as may be required herein, at its sole expense, insurance in the amounts and form specified in Exhibit "B," attached hereto.

11.4 County's Insurance Obligations. County maintains a policy of All-Risk Insurance covering the County's personal property in the Premises, including any fixtures or equipment in the Premises owned by County. The County utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out its use or occupancy of the Premises.

## ARTICLE 12 HAZARDOUS MATERIALS

12.1 Hazardous Materials Laws-Definition. As used in this section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

12.2 Hazardous Materials - Definition. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- a. Is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- b. Is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- c. Gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws; or

d. Is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Hazardous Materials Law.

12.3 Lessee's Representations and Warranties. Lessee represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, Lessee shall comply with the following provisions unless otherwise specifically approved in writing by County's Lease Administrator:

a. Lessee shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by Lessee, its agents, employees, sublessees, assigns, contractors or invitees, except as required by Lessee's permitted use of the Premises, as described in Section 5.1, "Permitted Uses."

b. Any handling, transportation, storage, treatment, or usage by Lessee of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws.

c. Any leaks, spills, release, discharge, emission, or disposal of Hazardous Materials which may occur on the Premises following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Premises by Lessee at its sole expense, and any such discharge shall be promptly reported in writing to County, and to any other appropriate governmental regulatory authorities.

d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Lessee in the Premises.

e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Lessee on the Premises without County's prior written consent.

f. Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Premises in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of County. This paragraph applies only to those Hazardous Materials introduced onto the Premises after the Commencement Date.

g. Activities proposed by Lessee that involve disturbing asbestos materials on site shall only be conducted in accordance with all federal, state, and local asbestos rules and regulations including, but not limited to, the California Occupational Safety and Health Administration (Cal/OSHA), Environmental Protection Agency (EPA) and Air Pollution Control District (APCD), with prior written consent of the County, as follows:

Prior to conducting asbestos related activities, Lessee shall notify Lessor of the proposed work at least one month in advance. The notification shall include the location of work, type of asbestos containing material (ACM) to be removed and a work plan indicating the work

practices and methods of control to be used during the abatement activity to control asbestos fiber release. The County Occupational Health Program shall review the work plan and may modify the plans as necessary.

Any asbestos related activities shall be performed by a contractor that is registered with Cal/OSHA and certified by the California Contractors State Licensing Board to perform asbestos work. Any asbestos related activities shall be overseen by a California Certified Asbestos Consultant (CAC), or a Certified Site Surveillance Technician under the direction of a CAC.

Replacement products used in tenant improvements or other construction activities shall not contain asbestos. Any replacement products used by Lessee shall be verified as non-asbestos products by using Material Safety Data Sheets (MSDS) and/or having the architect or project engineer verify that ACMs were not used.

h. Lessee shall promptly supply County with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state, or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws.

i. Lessee shall promptly notify County of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law. If such a lien is filed against the Premises, then within twenty (20) days following such filing or before any governmental authority commences proceedings to sell the Premises pursuant to the lien, whichever occurs first, Lessee shall either: (a) pay the claim and remove the lien from the Premises; or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to County in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to County in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this lease, Lessee shall surrender the Premises to County free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Premises.

12.4 Indemnification by Lessee. Lessee (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend (with counsel selected by County), reimburse and hold County and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown, contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by County) which arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials, including the soil, ground water or soil vapor on or under the Premises. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by Lessee during the course of Lessee's alteration or improvement of the Premises. This paragraph applies

only to those Hazardous Materials introduced onto the premises after the Commencement Date.

12.5 Remedies Cumulative; Survival. The provisions of this Article shall be in addition to any and all common law obligations and liabilities Lessee may have to County, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

12.6 Inspection. County and County's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by County, may (but without the obligation or duty so to do), at any time and from time to time, on not less than ten (10) business days' notice to Lessee (except in the event of an emergency in which case no notice shall be required), inspect the Premises to determine whether Lessee is complying with Lessee's obligations set forth in this Article, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as County and Lessee may agree. If Lessee is not in compliance, County shall have the right, in addition to County's other remedies available at law and in equity, to enter upon the Premises immediately and take such action as County in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by Lessee's failure to comply. County will use reasonable efforts to minimize interference with Lessee's use of Premises but shall not be liable for any interference caused by County's entry and remediation efforts. Upon completion of any sampling or testing County will (at Lessee's expense if County's actions are a result of Lessee's default under this section) restore the affected area of the Premises from any damage caused by County's sampling and testing.

### ARTICLE 13 ASSIGNMENT AND SUBLETTING

Lessee shall not voluntarily or involuntarily assign, sublease, mortgage, encumber, or otherwise transfer (collectively, a "Transfer") all or any portion of the Premises or its interest in this Lease without County's prior written consent. County may reasonably withhold its consent to any Transfer. Any attempted Transfer without County's consent shall be void and shall constitute a material breach of this Lease. As used herein, the term "Transfer" shall include an arrangement (including without limitation management agreements, concessions, and licenses) that allows the use and occupancy of all or part of the Premises by anyone other than Lessee.

### ARTICLE 14 COUNTY'S RIGHT OF ACCESS

County, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or Lessees, (c) determine whether Lessee is complying with its obligations in this Lease (including its obligations with respect to compliance with Hazardous Materials Laws), (d) supply cleaning service and any other service that this Lease requires County

to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs that this Lease requires County to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises; provided, however, that all work will be done as promptly as reasonably possible and so as to cause as little interference to Lessee as reasonably possible.

Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. If necessary, Lessee shall provide County with keys to unlock all of the doors in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). County will have the right to use any means that County may deem proper to open doors in the Premises and to the Premises in an emergency. No entry to the Premises by County by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Lessee from the Premises, or any part of the Premises, nor shall the entry entitle Lessee to damages or an abatement of rent or other charges that this Lease requires Lessee to pay.

#### ARTICLE 15 QUIET ENJOYMENT

If Lessee is not in breach under the covenants made in this Lease, County covenants that Lessee shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of County. County will defend Lessee in the peaceful and quiet enjoyment of the Premises against claims of all persons claiming through or under the County.

#### ARTICLE 16 NOTICES

16.1 Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing, mailed or delivered to the other party at the following addresses:

To County:  
Real Property Section  
701 Ocean Street, Room 330  
Santa Cruz, California 95060

To Lessee:  
Amy McCabe  
President  
Front St. Housing, Inc.  
2115 7<sup>th</sup> Ave., Santa Cruz, CA95062



Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

16.2 Default Notices. Notwithstanding anything to the contrary contained within this Article, any notices County is required or authorized to deliver to Lessee in order to advise Lessee of alleged violations of Lessee's covenants under this Lease must be in writing but shall be deemed to have been duly given or served upon Lessee by County attempting to deliver at the Premises during normal business hours a copy of such notice to Lessee or its managing employee and by County mailing a copy of such notice to Lessee in the manner specified in the preceding Section.

## ARTICLE 17 WAIVER OF RELOCATION ASSISTANCE BENEFITS

17.1 Relocation Assistance Benefits. Lessee is hereby informed and acknowledges the following:

a. By entering into this Lease and becoming a tenant of County, Lessee may become entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code 7270 et seq.) (collectively, the "Relocation Statutes"), should County at some time make use of the Premises in such a way as to "displace" Lessee from the Premises. Pursuant to the Relocation Statutes, County may then become obligated to make such payments to Lessee even where such displacement of Lessee does not otherwise constitute a breach or default by County of its obligations pursuant to this Lease.

b. Under the Relocation Statutes in effect as of the Date of Commencement of this Lease, Relocation Benefits may include payment to such a "displaced person" of (i) the actual and reasonable expense of moving himself or herself and a family, business, or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed twenty-five thousand dollars (\$25,000), or (iii) payment in lieu of moving expenses of not less than one thousand dollars (\$1,000) or more than forty thousand dollars (\$40,000).

17.2 Lessee's Waiver and Release of Relocation Benefits. In consideration of County's agreement to enter into this Lease, Lessee hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the County's assertion or exercise of its contractual rights to terminate this Lease pursuant to its terms, whether or not such rights are contested by Lessee or any other entity, and releases County from any liability for payment of such Relocation Benefits; provided, however, that Lessee does not waive its rights to Relocation Benefits to the extent that Lessee's entitlement thereto may arise out of any condemnation or pre-

condemnation actions taken by the County or any other public agency with respect to the Premises. Lessee shall in the future execute any further documentation of the release and waiver provided hereby as County may reasonably require.

## ARTICLE 18 GENERAL PROVISIONS

18.1 Authority. Lessee represents and warrants that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of Lessee are the duly designated agents of Lessee and are authorized to do so.

18.2 Brokers. Lessee warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In the event any broker other than the brokers acknowledged in writing by County make claim for monies owed, Lessee shall indemnify, defend and hold County harmless therefrom.

18.3 Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

18.4 County Approval. Except where stated herein to the contrary, the phrases "County's approval," and "County's written approval" or such similar phrases shall mean approval of County's Lease Administrator or said Administrator's representative as authorized by said administrator in writing.

18.5 Cumulative Remedies. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease. Any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

18.6 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

18.7 Estoppel Certificate. Lessee shall at any time during the term of this Lease, within five (5) business days of written notice from County, execute and deliver to County a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification. Lessee's statement shall include other details requested by County, such as the date on which rent and other charges are paid, the current ownership and name of Lessee, Lessee's knowledge concerning any outstanding defaults with respect to County's obligations under this Lease and the nature of any such defaults. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Lessee's failure to deliver such statements within such time shall be conclusively deemed to mean that this Lease is in full force and effect, except to the extent any modification has been represented by County,

that there are no uncured defaults in the County's performance, and that not more than one month's rent has been paid in advance.

18.8 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

18.9 Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by Lessee, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the County's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessee's negligent operation or maintenance of the Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

18.10 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

18.11 Interpretation. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against either party.

18.12 Joint and Several Liability. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee hereunder.

18.13 Lease Administration. This Lease shall be administered on behalf of County by the Department of Public Works – Real Property, County of Santa Cruz, or by such person's duly-authorized designee (referred to collectively herein as "County's Lease Administrator"), and on behalf of Lessee by: Facilities Manager, The Volunteer Center, 1740 17'th Avenue, Santa Cruz, CA 95062, or by such other person as may be designated in writing by Lessee (referred to collectively herein as "Lessee's Lease Administrator").

18.14 Lessee's Lease Administration. Lessee confirms that Lessee's Lease Administrator has been given full operational responsibility for compliance with the terms of this Lease. Lessee shall provide County with a written schedule of its normal hours of business operation on the Premises, and Lessee's Lease Administrator or a representative designated thereby shall be (i) available to County on a twenty-four (24) hour a day, seven (7) days a week, basis, and (ii) present on the Premises during Lessee's normal business hours, to resolve problems or answer question pertaining to this Lease and Lessee's operations on the Premises.

18.15 Liquidated Damages. Any payments by Lessee to County under this Lease described as liquidated damages represent the parties' reasonable estimate of County's actual damages under the described circumstances, such actual damages being uncertain and difficult to

ascertain in light of the impossibility of foreseeing the state of the leasing market at the time of the various deadlines set forth herein. County may, at its election, take any of the liquidated damages assessed in any portion of this Lease as direct monetary payments from Lessee and/or as an increase of rent due from Lessee under this Lease.

18.16 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

18.17 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

18.18 Payments. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to, and not a substitute for, other payments to be made by Lessee.





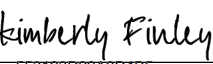
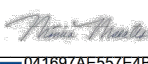
18.19 Successors & Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

18.20 Time of Essence. Time is of the essence of each and every provision of this Lease.

18.21 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by County of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. County's subsequent acceptance of partial rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of County to a forfeiture of the Lease by reason of such breach, regardless of County's knowledge of such preceding breach at the time of County's acceptance. The failure on the part of County to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping County from enforcing in full the provisions hereof. No custom or practice which may arise between the parties hereto in the course of administering this Lease shall be construed to waive, estop or in any way lessen County's right to insist upon Lessee's full performance of, or compliance with, any term, covenant or condition of this Lease or to inhibit or prevent County's exercise of its rights with respect to any default, dereliction or breach of this Lease by Lessee.

**SIGNATURE PAGE TO FOLLOW**

**In WITNESS WHEREOF,**

<b>LESSEE</b>	<b>COUNTY OF SANTA CRUZ</b>
<p>Amy McCabe, President Front St. Housing, Inc.</p> <p>Signed by:    F4452C5E3DD8476...  1/16/2025  Date</p>	<p>Michael Beaton Director of General Services</p> <p>DocuSigned by:    4A18A36100C8457...  3/26/2025  Date</p>
	<p>APPROVED AS TO FORM:</p> <p>DocuSigned by:    40E85ACDEEDAB42D...  10/25/2024  Office of County Counsel  Date</p>
	<p>APPROVED AS TO INSURANCE:</p> <p>Signed by:    E4EAD65BA53B4DB...  10/27/2024  Risk Management  Date</p>
	<p>RECOMMENDED FOR APPROVAL:</p> <p>DocuSigned by:    553123D22A0D4B5...  10/8/2024  Real Property  Date</p>
	<p>RECOMMENDED FOR APPROVAL:</p> <p>DocuSigned by:    041697AE557E4B3...  10/8/2024  Monica Morales, Director  Health Services Agency  Date</p>



## EXHIBIT B INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS

Without limiting Lessee's indemnification obligations to County under this Lease, Lessee shall provide and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased Premises. The cost of such insurance shall be borne by the Lessee.

#### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office Form CG0001.
- B. Automobile Liability covering all owned, non-owned and hired auto, Insurance Services Office form CA0001.
- C. Workers Compensation, as required by State of California and Employer's Liability Insurance.
- D. Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Lessee's merchandise, fixtures owned by Lessee, any items identified in this Lease as improvements to the Premises constructed and owned by Lessee. Notwithstanding the forgoing, it is expressly understood by the parties that Lessee has not and shall not be required to procure earthquake and flood insurance as part of its obligations under this Section 1.

Rental Income Insurance assuring County of receiving the minimum monthly rent from the time the Premises are damaged or destroyed with a minimum period of coverage for (1) year.

#### 2. Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability and Independent Contractors: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000 and shall be a Per Policy Aggregate. Fire Damage Limit (Any One Fire) \$300,000 and Medical Expense Limit (Any One Person) \$5,000.

- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.
- C. Employers Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of County of Santa Cruz.
- D. Property: Full replacement cost with no coinsurance penalty provision.

3. Deductibles and Self-Insured Retentions

Any liability deductible or self-insured retention must be declared to and approved by the County's Risk Manager. The property insurance deductible shall not exceed \$10,000 per occurrence and shall be borne by Lessee.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Lessee shall contain an additional insured endorsement applying coverage to the County of Santa Cruz, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Lease, the Lessee's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, the members of the Board of Supervisors of the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice. return receipt requested, has been given to the County at the address shown in section of Lease entitled "Notices".



## GENERAL PROVISIONS

### 5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

### 6. Proof of Insurance

Lessee shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Contract, deliver to County copies of the actual insurance policies specified herein, together with appropriate separate endorsements thereto, evidencing that Lessee has obtained such coverage for the period of the Contract. Thereafter, copies of renewal policies, and appropriate separate endorsements thereof, shall be delivered to County annually.

### 7. Failure to Obtain or Maintain Insurance; County's Remedies

Lessee's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Lease, and County may, at its option, terminate the Lease for any such default by Lessee.

### 8. No Limitations of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Lessee, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to the Lease, including, but not limited to, the provisions concerning indemnification.

### 9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Lessee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

### 10. Self-Insurance

Lessee may, with the prior written consent of County's Risk Manager, fulfill some or all

of the insurance requirements contained in this Lease under a plan of self-insurance. Lessee shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Lessee's (i) net worth, and (ii) reserves for payment of claims of liability against Lessee, are sufficient to adequately compensate for the lack of other insurance coverage required by this Lease. Lessee's utilization of self-insurance shall not in any way limit liabilities assumed by Lessee under this Lease.

11. Sublessees' Insurance

Lessee shall require any sublessee, and any sub-sublessee, of all or any portion of the Premises to provide the insurance coverage described herein prior to occupancy of the Premises.

12. Waiver of Subrogation

Lessee and County waive all rights to recover against each other or against any other tenant or occupant of the building, or against the officers, directors, shareholders, partners, employees, agents or invitees of each other or of any other occupant or tenant of the building, from any Claims (as defined in the Article entitled "Indemnity") against either of them and from any damages to the fixtures, personal property, Lessee's improvements, and alterations of either County or Lessee in or on the Premises and the Property, to the extent that the proceeds received from any insurance carried by either County or Lessee, other than proceeds from any program of self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Lessee shall be a standard waiver of rights of subrogation against County by the insurance company issuing said policy or policies.




Certificate Of Completion

Envelope Id: 707B48ED-8F07-4E9F-8B3F-BE05A84E9D6F		Status: Completed
Subject: Complete with Docusign: FINAL_102_Wheelock_Front_St._Housing_Inc__9.30.24_RH.pdf, FINAL_126_Fro...		
Source Envelope:		
Document Pages: 53	Signatures: 2	Envelope Originator:
Certificate Pages: 4	Initials: 0	Ryan Holmes
AutoNav: Enabled		701 Ocean Street
Envelopeld Stamping: Enabled		Santa Cruz, CA 95060
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Ryan.Holmes@santacruzcountyca.gov
		IP Address: 108.67.156.85

Record Tracking

Status: Original	Holder: Ryan Holmes	Location: DocuSign
11/1/2024 9:43:25 AM	Ryan.Holmes@santacruzcountyca.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Amy McCabe	<div>Signed by:  F4452C5E3DD8476...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 12.3.200.170</div>	Sent: 11/1/2024 10:04:04 AM
amccabe@frontstadmin.com		Resent: 11/27/2024 1:32:49 PM
Security Level: Email, Account Authentication (None)		Resent: 12/11/2024 9:51:29 AM
		Resent: 1/13/2025 3:31:46 PM
		Viewed: 1/16/2025 2:34:29 PM
		Signed: 1/16/2025 2:35:13 PM

Electronic Record and Signature Disclosure:  
Accepted: 11/27/2024 1:44:43 PM  
ID: 2ff075de-6ace-4151-8b9f-5cd10ffc32e2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/1/2024 10:04:04 AM
Certified Delivered	Security Checked	1/16/2025 2:34:29 PM
Signing Complete	Security Checked	1/16/2025 2:35:13 PM
Completed	Security Checked	1/16/2025 2:35:13 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Santa Cruz**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Santa Cruz**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.



Certificate Of Completion

Envelope Id: 48E3C5E78E7C4007B4F0BE87033A6D1E  
Subject: Complete with Docusign: FINAL 102 Wheelock Front St. Housing Inc 9.30.24 RH.pdf  
Source Envelope:  
Document Pages: 26  
Certificate Pages: 5  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
Envelope Originator:  
Ryan Holmes  
701 Ocean Street  
Santa Cruz, CA 95060  
Ryan.Holmes@santacruzcountyca.gov  
IP Address: 108.67.156.85

Record Tracking


Status: Original  
10/1/2024 5:27:43 PM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: Ryan Holmes  
Ryan.Holmes@santacruzcountyca.gov  
Pool: FedRamp  
Pool: County of Santa Cruz

Location: DocuSign  
  
Location: DocuSign

Signer Events

Monica Morales  
Monica.Morales@santacruzcountyca.gov  
HSA Director  
Security Level: Email, Account Authentication (None)

Signature  
DocuSigned by:  
  
041697AE557E4B3...  
  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 63.194.190.100  
Signed using mobile

Timestamp  
Sent: 10/1/2024 5:30:42 PM  
Viewed: 10/2/2024 11:19:30 AM  
Signed: 10/8/2024 3:08:18 PM

Electronic Record and Signature Disclosure:  
Accepted: 4/22/2022 7:37:52 PM  
ID: fb9b774e-43cd-41c8-8b8b-e9069746bbae


Kimberly Finley  
Kimberly.Finley@santacruzcountyca.gov  
Chief Real Property Agent  
County of Santa Cruz  
Security Level: Email, Account Authentication (None)

Signature  
DocuSigned by:  
  
553123D22A0D4B5...  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 63.194.190.100

Sent: 10/8/2024 3:08:19 PM  
Viewed: 10/8/2024 3:23:04 PM  
Signed: 10/8/2024 3:23:41 PM

Electronic Record and Signature Disclosure:  
Accepted: 3/2/2022 2:54:34 PM  
ID: 080b2d2f-36cf-4132-8ac6-41053a6f7e44

Justin Graham  
Justin.Graham@santacruzcountyca.gov  
Reviewed as to form / Assistant County Counsel  
County of Santa Cruz  
Security Level: Email, Account Authentication (None)

Signature  
DocuSigned by:  
  
40E85ACDEDAB42D...  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 146.75.154.90

Sent: 10/8/2024 3:23:43 PM  
Resent: 10/10/2024 12:10:02 PM  
Resent: 10/17/2024 5:02:08 PM  
Resent: 10/25/2024 11:40:27 AM  
Viewed: 10/25/2024 1:20:55 PM  
Signed: 10/25/2024 1:23:49 PM

Electronic Record and Signature Disclosure:  
Accepted: 3/1/2022 10:15:00 AM  
ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Gina Occhipinti Borasi  
Gina.Borasi@santacruzcountyca.gov  
Risk Manager  
County of Santa Cruz  
Security Level: Email, Account Authentication (None)

Signature  
Signed by:  
  
E4EADC5BA53B4DB...  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 24.6.205.55

Sent: 10/25/2024 1:23:51 PM  
Viewed: 10/27/2024 4:43:07 PM  
Signed: 10/27/2024 4:47:30 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 12/18/2023 9:38:58 AM ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/1/2024 5:30:42 PM
Certified Delivered	Security Checked	10/27/2024 4:43:07 PM
Signing Complete	Security Checked	10/27/2024 4:47:30 PM
Completed	Security Checked	10/27/2024 4:47:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Santa Cruz**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Santa Cruz**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

## Certificate Of Completion

Envelope Id: C6CA7612-943C-4B05-8578-D4F7E5BB481A

Status: Completed

Subject: Complete with Docusign: Lease Agreement 102 Wheelock Road with Front Housing Inc. (DOC-2025-191...

Source Envelope:

Document Pages: 35

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

CBD eSignature

AutoNav: Disabled

Stamps: 1

701 Ocean Street

Envelopeld Stamping: Disabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

cbd.esignature@santacruzcountyca.gov

IP Address: 63.194.190.100

## Record Tracking

Status: Original

Holder: CBD eSignature

Location: DocuSign

5/16/2025 11:45:35 AM

cbd.esignature@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

## Signer Events

## Signature

## Timestamp

CBD eSignature

cbd.esignature@santacruzcountyca.gov

County of Santa Cruz

Security Level: Email, Account Authentication (None)



Using IP Address: 63.194.190.100

Sent: 5/16/2025 11:45:51 AM

Viewed: 5/16/2025 11:45:54 AM

Signed: 5/16/2025 11:46:12 AM

Freeform Signing

## Electronic Record and Signature Disclosure:

Accepted: 6/20/2024 3:08:48 PM

ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

5/16/2025 11:45:51 AM

Certified Delivered

Security Checked

5/16/2025 11:45:54 AM

Signing Complete

Security Checked

5/16/2025 11:46:12 AM

Completed

Security Checked

5/16/2025 11:46:12 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Santa Cruz**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Santa Cruz**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.