

Project: New Cuyama Clinic Lease to
Community Health Centers of the
Central Coast
A.P.N: 149-040-010
Folio: 003640
Agent: DG

LEASE AGREEMENT
(NEW CUYAMA HEALTH CLINIC)

THIS LEASE AGREEMENT (hereinafter, "Lease") is made by and between:

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and

COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC., a California non-profit corporation, hereinafter referred to as "LESSEE"

with reference to the following:

WHEREAS, COUNTY is the owner of that certain real property and building (New Cuyama Health Care Center) known as County Assessor Parcel No. 149-040-010, located at 4711 Highway 166, New Cuyama, CA 93254, in the unincorporated area of Santa Barbara County shown as the cross-hatched area on EXHIBIT A, attached hereto and incorporated herein by reference (hereinafter "Property"); and

WHEREAS, LESSEE is a California non-profit public benefit corporation, organized for the purpose of enhancing the health status of all people in the Central Coast of California, with special emphasis on the medically underserved in San Luis Obispo and with shared interest with Santa Barbara County Public Health Department in northern Santa Barbara County; and

WHEREAS, LESSEE provides accessible, affordable, comprehensive and quality healthcare services, through well trained professional staff in strategically located health care centers and has recently received approval for expansion to an existing project scope by the Health Resources and Services Agency (HRSA) to include the New Cuyama Clinic as a health care center site; and

WHEREAS, COUNTY and LESSEE acknowledge that they have similar missions and wish to further clarify and refine collaborations to more effectively serve residents of Santa Barbara County, enhance services and patient outcomes, and reduce service overlaps; and

WHEREAS, COUNTY wishes to expand needed access to dental services for its adult patients in the Santa Maria and Lompoc Health Care Centers (HCC); and

WHEREAS, LESSEE is willing and able to provide those dental services to COUNTY patients in the Lompoc and Santa Maria areas at no cost to the patients of COUNTY, in accordance with the Service Agreement executed concurrently herewith, in exchange for rent-free occupancy of the building and a portion of the area surrounding the building, located on the Property and illustrated in EXHIBIT B, attached hereto and incorporated herein by reference (hereinafter "Premises"); and

WHEREAS, COUNTY and LESSEE recognize the mutual benefits of continuing quarterly events for the COUNTY's Women, Infant and Children (WIC) program at the Premises, and will therefore reserve COUNTY's right to continue to use the Premises, on a limited basis, to provide those WIC program services to the community, and that otherwise, the Property will not be needed for COUNTY purposes during the time of possession; and

WHEREAS, California Government Code Section 26227 allows a board of supervisors of a county to fund programs deemed necessary to meet the social needs of the population of the county and to make available any real property of the county which will not be needed for county purposes during the time of possession, to be used to carry out such programs; and

WHEREAS, COUNTY and LESSEE desire to enter into this Lease to provide for LESSEE's non-exclusive use of the Premises, which is valued at approximately \$25,000 per year, in exchange for LESSEE providing dental services to eligible COUNTY patients at LESSEE's dental clinics located in Santa Maria and Lompoc, at no cost to COUNTY, in the amount of \$25,000 per year, according to the Service Agreement executed concurrently herewith.

NOW THEREFORE, in consideration of the Premises and the provisions, covenants, and conditions set forth herein, LESSEE and COUNTY hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Lease shall be administered and enforced for COUNTY by the Director of the Public Health Department, or designee, and for LESSEE by LESSEE's Chief Executive Officer, or designee (hereinafter "Directors").

2. **RIGHTS GRANTED:** COUNTY hereby grants to LESSEE a personal, nonexclusive, and non-assignable right to enter upon the Property to thereby access and use the Premises, consisting of a building of approximately 1404 square feet and a part of the surrounding land, as shown on EXHIBIT B, for the purposes set forth in this Lease. LESSEE shall also have the right to install and maintain, at LESSEE'S option, reasonable landscaping within the Premises, as well as install signage (subject to any limitations set forth by applicable laws and regulations) on the Premises. By executing this Lease, LESSEE accepts the Property and Premises (including the building) AS-IS, and agrees to make any alterations to the Premises, and the building thereon, that may be required as a result of LESSEE'S use of the Premises. COUNTY reserves the right to use the Property for other purposes not inconsistent with this Lease. The parties hereto agree that the annual rental value of the rights granted by COUNTY to LESSEE pursuant to this Lease is TWENTY FIVE THOUSAND DOLLARS (\$25,000).

PARKING: LESSEE's rights shall include the nonexclusive right to use the front driveway area and the six parking spaces included with the Premises and shown on EXHIBIT B, subject to any restrictions that may be imposed by COUNTY. LESSEE acknowledges that a future CalTrans road widening project may reduce or eliminate a portion of the front driveway area, and that COUNTY may relocate and reconstruct parking spaces on the Property. In the event COUNTY must restrict parking on the Property for any reason, COUNTY shall provide LESSEE prior written notice of such restriction.

3. **PURPOSE:** The purpose of this Lease is to provide for LESSEE's use of the Premises, as described in Section 2, RIGHTS GRANTED, in exchange for LESSEE providing COUNTY dental patients with dental services in annual amounts equal to the agreed annual rental value of \$25,000, in accordance with the Service Agreement executed concurrently herewith. LESSEE shall use the Premises to provide medical services to its own patients in the New Cuyama Valley and for no other purposes without the express written consent of COUNTY.

4. **TERM:** The term of this Lease shall commence upon final execution of this Lease and shall continue on a year-to-year basis renewing automatically on July 1st of each year, and terminating on June 30, 2014, subject to such provisions for termination as contained herein; so long as the Premises is used only for LESSEE'S operations, those operations are consistent with the purposes and uses set forth in this Lease, and LESSEE is in compliance with the Service Agreement.

5. **RENT:** In accordance with Government Code Section 26227 and the Santa Barbara County Board of Supervisors determination that the operations of LESSEE are a benefit to the community, and in consideration of LESSEE'S maintenance of the Property and performance of the Service Agreement, base rent shall be waived during the term.

Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by LESSEE are no longer a benefit to the community, or, should the afore-mentioned Government Code Section be repealed or replaced such that LESSEE no longer qualifies for the rights granted hereunder, LESSEE shall pay fair market rent for the Property, or terminate this Lease upon SIXTY (60) days written notice to COUNTY.

The value of LESSEE's use of the Premises is TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per year.

6. **UTILITIES:** LESSEE shall be responsible for all gas, electricity, water, sewer and garbage services for the Premises. LESSEE agrees to establish utility services in LESSEE's name immediately following the Commencement Date, or as soon thereafter as reasonably possible. COUNTY will invoice LESSEE for any and all utility costs that occur after the Commencement Date and prior to utilities being established in LESSEE's name. LESSEE agrees to pay all COUNTY utility invoices within thirty (30) days of receipt of invoice. Upon full transfer of utility services to LESSEE's name, LESSEE agrees to pay all utility bills directly to the respective utility company within the timeframes set forth by that company. Failure to establish utilities in LESSEE's name and/or the failure to pay LESSEE utility charges may lead to termination of this Lease pursuant to Section 16, *TERMINATION*.

LESSEE's janitorial, data, and phone services, including long-distance and facsimile usage charges, shall also be paid by LESSEE. LESSEE agrees to allow COUNTY WIC program access to its phone and/or data services for the purposes of communicating with the COUNTY's Wide Area Network (WAN) during scheduled quarterly events as set forth in Section 17, *USE BY COUNTY WIC PROGRAM*.

7. **MAINTENANCE AND REPAIR:**

7.1 **LESSEE'S Responsibilities:** LESSEE shall, at its sole cost and expense, keep and maintain in good condition and repair the interior and exterior of the building, and any landscaping of the Premises, as shown on EXHIBIT B. LESSEE shall be responsible for the cost of maintenance and repair and for ensuring that any such maintenance or repair is performed in accordance with County maintenance standards. Upon termination or expiration of this Lease, LESSEE shall return the Premises to COUNTY good order and condition, reasonable wear and tear excepted.

7.2 **Improvements/Alterations:** LESSEE accepts the Premises, AS IS, in its current condition, subject to County's completion of the items set forth in EXHIBIT C, attached hereto and incorporated herein by reference. Any structural improvements or alterations made by LESSEE to the interior or exterior of the Premises must receive prior written approval from COUNTY, and all costs shall be the responsibility of LESSEE. This includes the installation of any cable or satellite services to increase utility access (e.g. internet access).

7.3 **Repair/Improvement/Alteration Requests:** LESSEE shall obtain County approval prior to performing major repairs, improvements or alterations to the building. For purposes of this Lease, major repairs, improvements or alterations shall include, but not be limited to those affecting the roof, structural components of the building, major mechanical systems (HVAC) and exterior aesthetics (exterior painting, signage, etc.). To request approval, LESSEE shall contact both:

Bob Clarke
Facilities Supervisor
Santa Barbara County General Services Division
Santa Maria CA 93455
Ph-805-934-6136
bclarke@co.santa-barbara.ca.us

and

Jesse Barraza
Santa Barbara County Public Health Department
Facilities & Maintenance Program
(805) 681-5166
PHDFR@SBCPHD.ORG

7.4 **Landscaping:** LESSEE, at LESSEE's option, may install and/or maintain landscaping within the Premises identified on EXHIBIT B. LESSEE shall be responsible for any and all landscaping installed on the Premises and COUNTY shall have no obligations in regard to such landscaping. In the event LESSEE wishes to install anything on the Premises aside from grass or ground cover, LESSEE shall obtain COUNTY's written consent prior to any such installation.

7.5 **Unforeseen Repairs:** The cost of unforeseen repairs that are of such nature that the Premises are, or could be rendered uninhabitable or prevent clinic licensure, or the repairs are cost-prohibitive, shall be negotiated between LESSEE and COUNTY. In the event LESSEE and COUNTY cannot reach agreement as to the cost of such repairs, either party may terminate this Lease in accordance with Section 16, *TERMINATION*.

8. **INDEMNIFICATION:** LESSEE shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising out of this Lease or occasioned by the performance or attempted performance of provisions hereof; including, but not limited to, any act or omission to act on the part of the LESSEE or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

LESSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Lease.

9. **INSURANCE:** Without limiting LESSEE's indemnification of the COUNTY, LESSEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Lease. Failure to comply with the insurance requirements shall place LESSEE in default. Upon request by the COUNTY, LESSEE shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

LESSEE shall submit to the designated COUNTY representative, certificate(s) of insurance documenting all of the required insurance as specified below prior to this Lease becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the LESSEE.

All of the insurance requirements specified in this Section 9, et al, are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the insurance requirements, to require additional types of insurance coverage or higher coverage limits provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. Any such change of provisions for the entire term of the Lease and any change requiring additional types of insurance coverage or higher coverage limits, must be made by amendment to this Lease. LESSEE agrees to execute any such amendment within thirty (30) days of receipt.

9.1 **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers' Liability Insurance shall cover all LESSEE's staff while performing any work incidental to the performance of this Lease. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event LESSEE is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if LESSEE has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Lease and LESSEE submits a written statement to the COUNTY stating that fact.

9.2 **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of LESSEE, shall afford coverage for product liability, and shall include contractual liability coverage for this Lease between COUNTY and LESSEE. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles, which are operated on behalf of LESSEE pursuant to LESSEE's activities hereunder. COUNTY, its officers, employees, and agents shall be named as Additional Insured on any policy. A copy of the endorsement evidencing that the COUNTY has been added as a named Additional Insured on the policy must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such

insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

9.3 **Fire Legal Liability.** LESSEE shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy.

9.4 **Property Insurance.** COUNTY shall maintain property insurance on the building throughout the Lease Agreement. In the event the COUNTY enters into a self-insurance program for property coverage, the COUNTY shall include the property of this Lease in any such program.

9.5 **Personal Property Insurance.** LESSEE shall maintain insurance for personal effects, including supplies, furniture and is not granted personal property coverage under the COUNTY Property program.

9.6 **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of LESSEE's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the LESSEE is required to maintain such coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Lease.

10. **NON-DISCRIMINATION:** Neither party, their officers, agents or employees, in the operations to be conducted pursuant to the provisions of this Lease will discriminate or permit discrimination against any person or class of persons by reason of race, color, age, creed, religion, ancestry, sex, or national origin in any manner prohibited by the laws of the United States, the State of California or any County ordinance. Non-compliance with provisions of this article shall constitute a material breach hereof and, in addition to any remedies provided by law, the non-offending party shall have the right to terminate this Lease and the interest hereby created without liability therefor.

11. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

LESSEE: Ronald E. Castle, Chief Executive Officer
Community Health Centers of the Central Coast
150 Tejas Place, P.O. Box 430
Nipomo, CA 93444-0430
(805) 929-3211

COUNTY: Anne Fearon, Deputy Director of Administration
Santa Barbara County Public Health Department
300 N. San Antonio Rd., Bldg 8
Santa Barbara, CA 93110
(805) 681-5102

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided for herein.

12. **FIXTURES:** The parties agree that all fixtures on the Premises, made or added by either party, shall be and become the property of COUNTY upon their being affixed or added to the Premises, except trade fixtures added by LESSEE that may be removed without damage to the Premises.

Prior to the Commencement Date, or at anytime during the term, the Directors, or their designees, may prepare an inventory of fixtures, furniture and other items existing on the Property and in the Premises, including the general condition of each, for the purpose of identifying ownership of such fixtures and items. Any fixtures installed or constructed by LESSEE may be added to the list, including a reference as to whether they may be removed by LESSEE upon termination of this Lease.

13. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the non-defaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty one calendar days from such notice, then this Lease shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

14. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

15. **WAIVER:** It is understood and agreed that any waiver, express or implied of any kind during the term of this Lease, shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Lease.

16. **TERMINATION:** This Lease shall terminate and all rights of LESSEE hereunder shall cease and LESSEE shall quietly and peacefully vacate the Premises upon LESSEE's failure to cure a default as specified above, upon expiration of the term of this Lease or any extension thereof, upon LESSEE losing appropriate licensing or accreditation, upon termination of the Service Agreement described in Section 4, Term, and/or upon either party giving no less than sixty (60) days notice at any time during the term, with or without cause.

17. **USE BY COUNTY WIC PROGRAM:** LESSEE agrees to provide access to and use of the Premises for the COUNTY WIC Program for client interviews, health education, and assessments.

18. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** LESSEE shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Premises or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for immediate termination, with or without notice.

19. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Lease is intended, and no provision of this Lease shall be construed, to make LESSEE a partner of, nor a joint venturer with COUNTY or associated in any other way with regard to the use of the Premises, nor to subject either party to any obligation, loss, charge or expense.

20. **ENVIRONMENTAL IMPAIRMENT:** LESSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property, Site or Facility due to LESSEE's use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY as a result of LESSEE's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE's use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Lease, and regardless of negligence active or passive, of COUNTY.

21. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes on or in the Premises or Property unless authorized by this Lease. LESSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are disposed, stored, or transported by LESSEE, its agents employees or designees on or in the Facility, Site or Property during the term of this Lease and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such substances, or materials.

22. **MEDICAL WASTE:** LESSEE must obtain a medical waste generator permit with the State of California and abide by all applicable federal, state and local provisions for the proper handling and disposal of said medical waste. In the event of termination of this Lease, all medical waste must be removed and properly disposed of by the LESSEE prior to vacating the Property.

23. **AGENCY DISCLOSURE:** LESSEE acknowledges that the General Services Department, Facilities Services Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LESSEE nor a dual agent in this transaction.

24. **CAPTIONS:** The title or headings to the sections of this Lease are not a part of this Lease, and shall have no effect upon the construction or interpretation of any part hereof.

25. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or

unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. **SUCCESSORS IN INTEREST:** This Lease shall bind and ensure to the benefit of the parties hereto, their respective personal representatives, heirs, successors in interest.

27. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

28. **AMENDMENTS:** This Lease may only be amended by written consent of the parties.

29. **EXECUTION IN COUNTERPARTS:** This Lease may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, such facsimile/electronically transmitted documents shall not be accepted for recordation by the Clerk Recorder of the County until such documents bearing original signatures are received by COUNTY.

31. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Lease to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease. The terms and conditions of this Lease embody the parties' mutual intent, and this Lease shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

32. **ENTIRE AGREEMENT:** The parties to this Lease intend that their negotiations, conversations and statements made prior to execution of this Lease are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

33. **TAXES AND ASSESSMENTS:** This Lease may confer a POSSESSORY INTEREST on LESSEE and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LESSEE'S use of the Premises, may be levied upon the Property during the term of this Lease.

Project: New Cuyama Clinic Lease to Community
Health Centers of the Central Coast
A.P.N: 149-040-010
Folio: 003640
Agent: DG

IN WITNESS WHEREOF, the parties have executed this Lease Agreement to be effective upon execution by COUNTY.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

Doreen Farr, Chair
Board of Supervisors

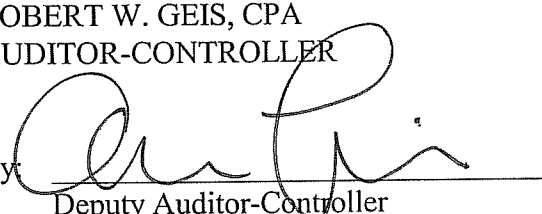
By: _____
Deputy Clerk

Date: _____

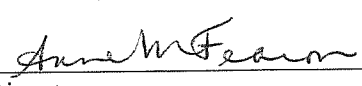
APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER


By: 
Kevin E. Ready, Sr.
Senior Deputy County Counsel

By: 
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

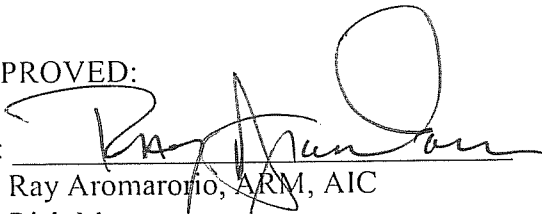
APPROVED:
TAKASHI WADA, MD, MPH
DIRECTOR / HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: 
Dep. Director

APPROVED:

By: 
Ron Carlentire
Real Property Manager

APPROVED:

By: 
Ray Aromarino, ARM, AIC
Risk Manager

Project: New Cuyama Clinic Lease to Community
Health Centers of the Central Coast
A.P.N: 149-040-010
Folio: 003640
Agent: DG

IN WITNESS WHEREOF, the parties have executed this Lease Agreement to be effective upon execution by COUNTY.

LESSEE

COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC.



Ronald E. Castle
Chief Executive Officer

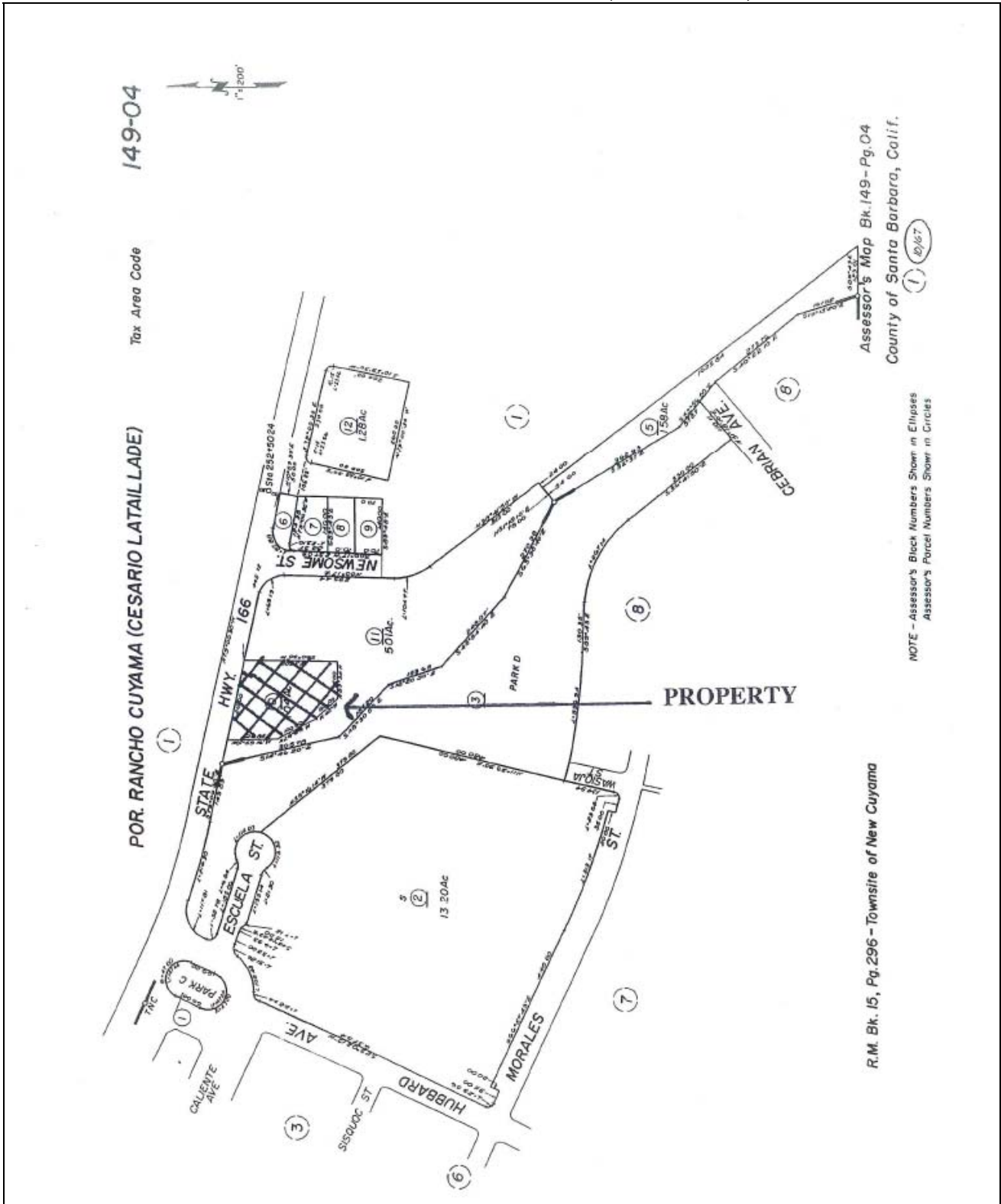
Date: 4/24/12



Bob Lotwala
Chief Financial Officer

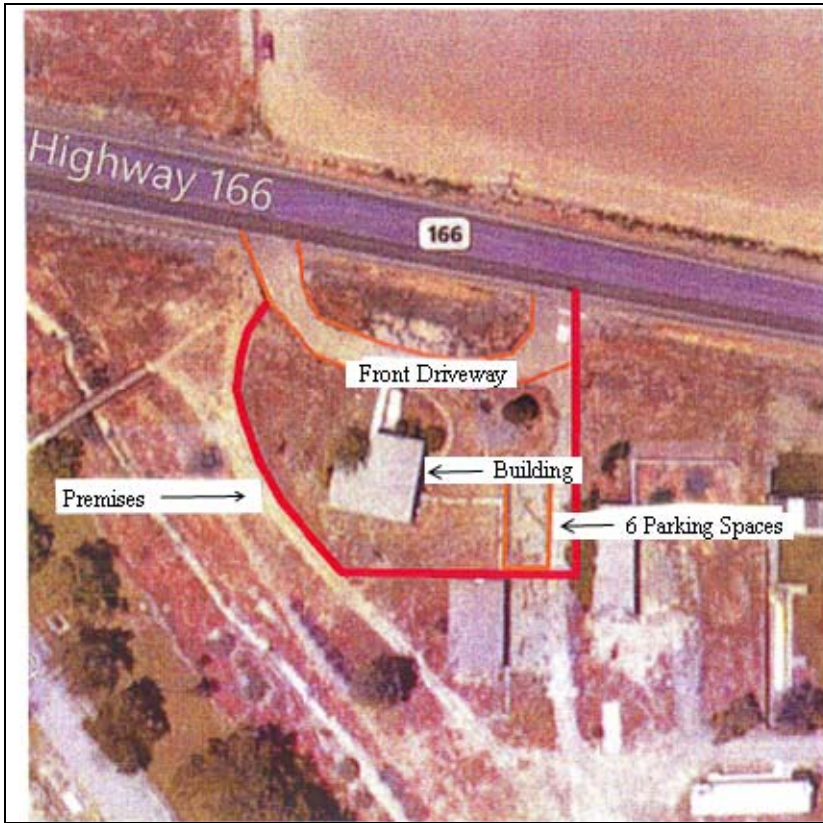
Date: 4/25/12

**EXHIBIT A
HEALTH CARE CENTER SITE (PROPERTY)**



Lease Agreement with
Community Health Centers of the Central Coast
For PHD New Cuyama Health Care Center
April 1, 2012 through June 30, 2014

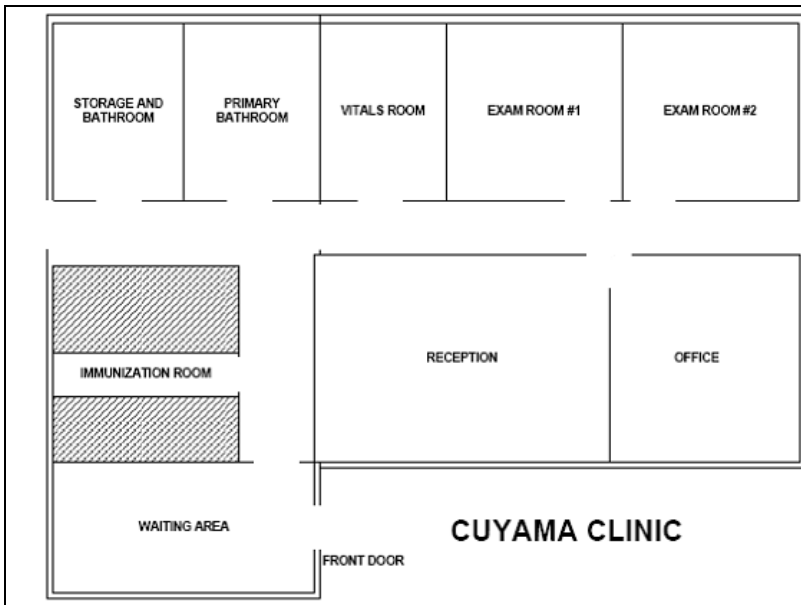
EXHIBIT B
PREMISES with BUILDING FLOOR PLAN



PREMISES

Includes:

- Building
- Area surrounding Building as outlined
- Front Driveway
- Six (6) Parking Spaces



BUILDING FLOOR PLAN

Includes:

- Approximately 1,404 Sq. Feet

EXHIBIT C
PRE-USE MAINTENANCE AND REPAIR

These items listed below are to be addressed by the COUNTY prior to occupancy by LESSEE.

Plumbing

1. Replace galvanized nipples with bronze nipples for copper piping for restroom lavatories.
2. Replace angle stops in piping in restroom lavatories.
3. Replace missing covering exposed cleanout cap in restroom.
4. Replace hot and cold faucet valves for janitorial sink.
5. Replace broken ball valve for exterior sprinkler feed.

Flooring

1. Replace missing carpeting (squares) at side entrance to building (eastside of building).
2. Replace missing or damaged vinyl composite tile in exam rooms

Walls

1. Repair damaged wall areas under restroom lavatories.
2. Reattach phone box to wall in office area.

Exterior

1. Replace dry rot in roof eaves. May require additional caulking and repainting.
2. Remove weeds and excess dirt in parking lot area