

# LEASE AGREEMENT

(Health Care Agency)  
(2575 Vista Del Mar, Ventura)

This Lease Agreement ("Agreement"), effective as of \_\_\_\_\_, 2024, is made and entered into by and between the County of Ventura ("County") and Ventura County Credit Union ("Lessor"). County and Lessor may be referred to individually as a "Party" or collectively as the "Parties."

The Parties agree as follows:

1. **PROPERTY LEASED.** Lessor hereby leases to County and County hereby leases from Lessor 24,269 square feet defined as follows: 16,794 rentable square feet of improved office space on the Ground Floor, approximately 6,600 rentable square feet of improved office space on the Second Floor, and approximately 875 square feet of warehouse space located on the Ground Floor (collectively, the "Premises") of the multi-tenant office building commonly known and referred to as 2575 Vista Del Mar, Ventura, California (the "Building"). The Premises are more particularly shown on Exhibit "A," attached hereto and made a part hereof by this reference. In addition to the foregoing, once the County occupies the office space on the Second Floor, Lessor's "break room" will be available to the County for their shared use subject to Lessor's rules and regulations. County's failure to comply with such rules and regulations may result in its limited, restricted or termination of access to the shared "break room."
2. **TERM.** The term of this Agreement shall be ninety-two (92) months ("Term"). Said Term shall commence on the first day of the first month following the Completion Date of Tenant Improvements (as defined in Article 10) and terminate at midnight on the last day of the ninety second (92<sup>nd</sup>) month thereafter, subject to County's Option to Extend more particularly described in Article 39. For purposes of this Section and Articles 10 and 11, Lessor and County agree that the Term commencement dates for the office and warehouse spaces on the Ground Floor portion of the Premises and the office space on the Second Floor portion of the Premises shall be determined separately and may differ.
3. **RENT.** County shall pay to Lessor rent of \$2.00 per square foot per month on a modified gross basis for the Premises payable in advance on the first day of each and every calendar month. Such rent shall be increased by three percent (3%) beginning on month thirteen (13) of the Term of this Agreement and by three percent (3%) annually upon each commencement anniversary date thereafter. The rent shall not deviate from this amount regardless of any discrepancies between the actual square footage and the Parties' approximated square footage of the Premises. There shall be no pass through of any operating expenses from Lessor to County. County shall also pay as additional rent the amount, if any, required by Articles 9 and 10.
4. **HOLDOVER.** If County holds possession of the Premises after the expiration of the Term of this Agreement, or any extension thereof, with consent of Lessor, either expressed or implied, County shall become a tenant from month-to-month at the rental amount paid for the last month of the Term of this Agreement. Such tenancy will be subject to all of the terms and conditions of this Agreement. If County holds possession of the Premises under the foregoing conditions without consent of Lessor, County shall pay Lessor one hundred fifty percent (150%) of the last monthly rent amount for each month of such possession, pro-rated as set forth in this Agreement.

5. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of Lessor:

GENERAL OFFICE USE – PUBLIC SERVICE

6. SIGNS. County shall have the right, at County's sole cost and expense, to install on the Premises any signs appropriate for the identification of the Premises subject to Lessor's prior written approval and subject to the city of Ventura's approval and issuance of any required permit(s). Lessor shall not install signs on the interior of the Premises without the written consent of County which shall not be unreasonably withheld. County shall not place, or permit to be placed, any sign, advertising material, decoration or lettering upon the exterior of the Premises or upon any door, window or other surface that is visible from any area outside of the Premises without the written consent of Lessor.

7. ALTERATIONS BY COUNTY. During the Term of this Agreement and any subsequent Renewal Term, County shall have the right, at County's sole expense, to make installations, modifications and improvements to the Premises subject to Lessor's prior approval which shall not be unreasonably withheld, provided, however, that the basic structure shall not be altered. All improvements, installations and modifications installed by County during the Term of this Agreement shall be considered personal property of County, and County may, at its option, remove any or all of such items at any time during the Term of this Agreement or any extension thereof. If County removes any of such items, County shall restore the portion of the Premises affected by such removal, as nearly as practicable to its condition as of the date of occupancy by County, normal wear and tear excepted.

8. PARKING. County, its agents, invitees, employees, contractors and patrons shall have use of unreserved parking spaces in Lessor's paved parking area adjacent to the Building for the Term of the Agreement and any subsequent Renewal Term. Parking shall be free of charge to County.

9. PRORATION OF RENT. If rent due under this Agreement for any calendar month should be for less than a full month, the rental amount due for that month shall be prorated on the basis of a 30-day month. County shall pay to Lessor, on a pro-rata basis, rent for the period of time, if any, between the Completion Date of Tenant Improvements and the commencement of the Term, which is the first day of the following month (per Article 2).

10. CONSTRUCTION OF TENANT IMPROVEMENTS BY LESSOR. Lessor shall construct, at its sole cost and expense, the Tenant Improvements within the Premises in accordance with the mutually approved space plan utilizing the Building's standard materials, and as intended by the notations on Exhibit A and per the specifications of Exhibit B attached hereto and incorporated herein by these references. Lessor agrees to pursue the construction work diligently to completion. County shall supply its own systems furniture and shall be responsible for its own telephone and computer cabling for employee workstations.

Lessor shall complete the following Tenant Improvements listed below in a proper workmanlike manner and finish prior to the commencement of the Lease:

- Lessor shall replace the existing carpet with new carpet throughout the carpeted areas of the office space in the Ground Floor portion of the Premises. New carpet color and quality subject to approval by County prior to installation by Lessor.
- Lessor shall install new paint throughout the office space in the Ground Floor portion of the Premises. New paint color subject to approval by County prior to installation by Lessor.
- Lessor shall ensure that each exterior window in the offices facing the exterior window line in the Premises shall have window blinds that are fully operational.
- Lessor shall deliver the Premises with the heating, ventilation and air conditioning ("HVAC") system in good working order and properly circulating air throughout.
- Lessor shall provide an executive office on the Ground Floor portion of the Premises by removing one wall and removing and filling in the 2<sup>nd</sup> door in the office pursuant to the "First Floor – Office and Warehouse" layout shown in Exhibit "A," attached hereto. Lessor shall deliver the Second Floor office space pursuant to the "Second Floor – Office Plan" layout shown in Exhibit "A," attached hereto.
- County shall use the Premises as the headquarters of the Health Care Agency IT Group. Lessor shall ensure that the existing Data Center is fully functional with a standard dedicated HVAC unit. Lessor shall deliver the Premises with a fully functioning IT infrastructure per the specifications in Exhibit "B," attached hereto and incorporated herein by this reference. The IT infrastructure and equipment as well as any other systems that support the IT infrastructure and the server room in which it is housed shall be serviced and maintained by County at its sole cost and expense for the entire Term.
- County shall supply its own systems furniture and shall be responsible for its own telephone and computer cabling for all employee workstations. In addition to the foregoing, Lessor agrees to leave its existing furniture for County's use in the office space of the Ground Floor portion of the Premises. . If County determines that it does not desire to retain the furniture, it will be removed by Lessor at Lessor's expense if notice of said decision is provided to Lessor in writing within three (3) months of the commencement of this Agreement. Any removal of such furniture after that time will be at County's sole cost and expense.
- Lessor shall demise the warehouse on the Ground Floor portion of the Premises to County and install a tenant door to that space.

Any additional costs incurred by Lessor due to modifications or additions to the Tenant Improvements set forth above or to Exhibits A or B shall be passed through to County in the form of additional Base Rent. County must promptly respond to any Lessor

communications so as to not incur delays (resulting in potential penalties) in the construction of improvements.

The rent shall begin to accrue on the "Completion Date of Tenant Improvements," which is defined as the date upon which Tenant Improvements are substantially complete and, where required, final inspection sign-off is issued by the city of Ventura, regardless of whether or not County takes possession by said date, and, as stated in Article 2, the Term of this Agreement shall commence on the first day of the first month following the Completion Date of Tenant Improvements. If the substantial completion of the Tenant Improvements is delayed as a result of any delay caused by County, not covered by agreed-to change orders by the Parties, the Completion Date of Tenant Improvements shall be deemed to be the date the substantial completion of the Tenant Improvements would have occurred but for County's delay.

11. DELAY IN DELIVERY OF POSSESSION. If possession of the Premises is not delivered to County ready for occupancy within 365 days following execution of this Agreement (the "Termination Trigger Date"), except for the failure to deliver possession for occupancy for reasons beyond Lessor's reasonable control, County may terminate this Agreement without further obligation by so advising Lessor in writing. Notwithstanding the foregoing sentence, the Termination Trigger Date shall be extended day for day for each day Lessor is delayed in delivering the Premises to County ready for occupancy caused by (i) any acts or omissions of County, or its agents, contractors, employees, guests, licensees or invitees, or (ii) any strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, government actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of Lessor.

12. FIRE INSURANCE. Fire and extended coverage insurance on the Premises herein leased shall be the sole concern of Lessor. However, no use by County except that which is expressly provided in this Agreement shall be made, or permitted to be made, of the Premises.

13. TAXES AND ASSESSMENTS. Lessor shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement.

14. UTILITIES. Lessor shall pay for all utilities, including waste removal, water, sewer, gas, and electrical. serving the Premises and shall make payments directly to the utility company furnishing same provided, however, that all HVAC services to the Premises shall be during the Building's standard hours of operation from 8 am to 6 pm Monday through Friday and 9 am to 1 pm on Saturday, excluding generally holidays recognized by the state of California. County's usage of HVAC services outside of such hours shall be for at least two (2) hours and shall be billed to County at Landlord's actual cost for such usage. Lessor shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines on or serving the Premises and will continue the connections and service thereof during the Term of this Agreement or any extension thereof.

County's Data Center at the Premises shall be separately metered. Lessor shall bill County for actual cost of electricity consumed by the County's Data Center.

15. JANITORIAL SERVICES. Lessor shall provide janitorial service outside of the Premises five (5) days per week, excluding holidays recognized by the state of California.

County shall be responsible for contracting directly for janitorial services within their leased Premises.

16. REPAIRS AND MAINTENANCE BY LESSOR. Lessor shall maintain the Premises as set forth in Exhibit "C," attached hereto and incorporated herein by this reference, including its foundation, walls, suite demising walls, roof, building exterior including doors and glass, floors, floor coverings, electrical system, plumbing, water and sewage disposal systems, fire sprinkler system, fire alarm system, and the Building's HVAC system, and shall provide, at its sole cost, all maintenance, repair and replacement required to be performed in connection therewith. Lessor, however, shall have no responsibility for maintenance which may be required by reason of sole neglect or misconduct of County, its agents, servants, employees, contractors, or patrons. Notwithstanding the preceding sentence, Lessor may choose to arrange for such necessary repairs and maintenance and invoice County therefor which it shall be County's responsibility to pay. For the sake of clarity, it is agreed that for purposes of this Section and Exhibit C, repairs and maintenance of all equipment and systems within County's server room shall be the obligation of County.

17. ENTRY BY LESSOR. Lessor may enter upon the Premises at reasonable times with reasonable prior notice to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as Lessor is obligated to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted on the Premises.

18. COMPLIANCE WITH LAW. If the Premises, or Lessor's property on which the Premises is located, is determined to be in non-compliance with the provisions of the Occupational Safety and Health Act of 1970, or any related legislation including but not limited to California Civil Code section 55.51 et seq. and the federal Americans with Disability Act (as such non-compliance shall be determined on an unoccupied basis without regard to County's proposed use of the Premises or any alterations or improvements to be completed by or for County in the Premises), Lessor shall make all installations, modifications or improvements required as a result of such non-compliance, except that County shall comply with all laws and perform all installations, modifications or improvements made necessary due to any installations, modifications or improvements to, or use by County of, the Premises. The Premises have not undergone inspection by a Certified Access Specialist as defined by California Civil Code section 1938.

19. ASSIGNMENT AND SUBLETTING. County shall have the right to assign this Agreement or sublet the Premises with the written consent of Lessor, which consent may be denied or conditioned in Lessor's sole discretion. In the event that the Premises are sold during the Term of this Agreement, purchaser shall become Lessor's assignee hereunder. In such an event, all terms and conditions of this Agreement shall remain in full force and effect.

20. DEFAULT OR BREACH. Except as otherwise provided, at any time one Party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other Party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other Party may, at its option, terminate this Agreement unless such a remedy cannot be reasonably accomplished within such period and the Party has diligently begun pursuit of such

remedy. Such termination shall not be considered a waiver of damages or other remedies available to either Party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition. Notwithstanding the foregoing, County shall be in default under this Agreement if County fails to pay any monetary obligation due and owing hereunder within 10 days of its due date.

21. WAIVER. A waiver by either Party of any default or breach by the other Party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

22. PARTIES BOUND AND BENEFITTED. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor and County.

23. TIME. Time is of the essence of this Agreement.

24. HOLD HARMLESS AND INDEMNITY. County shall defend, indemnify and hold harmless Lessor from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or relating to any death, bodily injury, property damage or financial loss resulting from, or in conjunction with, the maintenance, use or occupation of the Premises by County and its agents, invitees, employees, contractors or patrons under this Agreement, except as to any loss or damage as may arise from the sole negligence or willful misconduct of the Lessor.

In the event of any failure of any Building system or element in the Premises that is a Lessor responsibility pursuant to Article 16, Lessor shall defend, indemnify and hold harmless County and its elected officials, officers, directors, agents, employees, subcontractors and volunteers from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or related to any death, bodily injury or property damage resulting from such failure, except to the extent that any loss or damage arises from the gross negligence or willful misconduct of County.

25. DESTRUCTION OF PREMISES. If the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to materially impair County's use of said Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If Lessor makes the necessary repairs within 90 days rendering the Premises as suitable and serviceable as they existed on the day County's occupancy of the Premises commenced, no right of termination by the County shall exist. If repairs are not made within 90 days unless such repairs cannot be reasonably accomplished within such period and Lessor has diligently begun pursuit of such repairs, ordinary wear and tear excepted, the County may terminate this Agreement effective on the 90th day after said destruction by mailing written notice to Lessor of the County's intention to terminate. If during a period of partial destruction, the County should desire to continue occupancy, the rent shall be abated in the same ratio the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises ("Reduced Rent"). Should the partial destruction of the Premises not be repaired within 90 days, the County shall have the option to terminate this Agreement or remain in possession at the Reduced Rent.

26. CONDEMNATION. If a public authority under the power of eminent domain should take the whole of the Premises, then the Term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, County shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If County remains in possession, all of the terms hereof shall continue in effect, with rents payable being reduced proportionately for the balance of the Term of this Agreement. If such taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of County shall belong to County, and those payments attributable to the reversionary interest of Lessor shall belong to Lessor.

27. CONDITION OF PREMISES UPON TERMINATION. Upon the termination of this Agreement for any reason, County shall vacate the Premises and deliver it to Lessor in good order and condition, excepting ordinary wear and tear. County shall repair any damage to the Premises which may be required by reason of neglect or misconduct of the County, its agents, servants, employees, contractors, or patrons.

28. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties hereto and no obligations other than those expressly set forth herein will be recognized, regardless of whether the terms herein differ from what might arguably be implied from any other contract, lease, ordinance, policy, or other documents approved by County.

29. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing by the mutual consent of the Parties hereto. Such modification may be executed by the Director of County's Public Works Agency, or another authorized representative, on behalf of County.

30. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

31. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

32. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

33. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

- A. All checks to Lessor shall be made payable to Ventura County Credit Union. Payments and notices to Lessor shall be given or mailed to:

Ventura County Credit Union  
2575 Vista Del Mar, Suite 100  
Ventura, CA 93001

- B. All payments and notices to County shall be given or mailed to:

County of Ventura  
Public Works Agency  
Central Services Department  
Real Estate Services Division  
800 South Victoria Avenue, L#1600  
Ventura, CA 93009

- C. Lessor monthly lease payment invoices, and other invoices pre-approved by County, may be sent to County via email with the following email address: [PWA.Leasepayments@ventura.org](mailto:PWA.Leasepayments@ventura.org). All invoices must include the address of the Premises.

34. APPROVAL BY BOARD OF SUPERVISORS. This Agreement was approved by the Board of Supervisors by action of \_\_\_\_\_, 2024 (Item No. \_\_\_\_\_).

35. ANTENNA. County shall have access to the roof of the Premises to install communications equipment necessary to conduct County business. County shall bear all costs associated with said communications equipment including all permits and fees. County shall be responsible for any damage to the roof caused by said communications equipment and upon the expiration or termination of the Agreement shall be responsible for removal of said communications equipment and shall restore the portion of the roof affected by such removal, as nearly as practicable to its condition as of the date of occupancy by County, normal wear and tear excepted. In its installation, maintenance, use, and removal of communications equipment, County shall at all times avoid interference with the use of the building in which the Premises are located by other occupants of the building and their officers, employees, agents, contractors and patrons.

36. GOVERNING LAW; FORUM; VENUE. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The Parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the Parties' obligations under this Agreement are to be performed in Ventura County. Accordingly, the Parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.

37. EARLY POSSESSION. County shall be granted early possession of the Premises upon substantial completion of the Tenant Improvements by Lessor, final inspection sign-off is issued by the city of Ventura, full execution of this Agreement and County delivering proof to Lessor that Lessor has been added as an additional insured to County's liability insurance policy.

38. LIABILITY INSURANCE. County, at its own expense, shall procure and maintain with respect to the Premises and operations conducted therein adequate general premises liability insurance against bodily injury and against property damage. Said insurance shall have a combined single limit of liability for bodily injuries and for property damage in an amount of not less than One Million Dollars (\$1,000,000.00). County's maintenance of such insurance coverage will not, however, limit its liability hereunder. Notwithstanding anything to the contrary provided in this Agreement, County shall furnish



to Lessor a Certificate of Liability Insurance, which certificate shall verify that County carries liability insurance as described above. Said certificate shall verify that (i) Lessor is named as an additional insured in said insurance, (ii) said insurance covers products and completed operations coverages, (iii) such insurance shall not be cancelled nor terminated without thirty (30) days' prior written notice given to County and Lessor which shall require County to obtain replacement coverage within such thirty (30) day period, and (iv) said insurance shall be primary insurance, notwithstanding any "other insurance" clauses to the contrary which may be contained in either County's or Lessor's insurance contracts. The insurance coverage shall contain within the contract or by endorsement a "broad form" of contractual liability coverage which covers contracts entered into by County, including leases.

39. OPTION TO EXTEND. Provided County is not in default under the then current Agreement, County shall have one (1) option to extend ("Option to Extend") the Term of this Agreement for an additional three (3) year period ("Renewal Term") at the same terms and conditions except as to rent which shall be the then-current market rental rate and shall be increased annually by 3% thereafter. County may exercise the Option to Extend by delivering written notice of such extension to Lessor no later than three (3) months prior to the expiration of the then current term.

40. ADDITIONAL COUNTY OBLIGATIONS. County further agrees as follows:

- (a) Whether through insurance coverage or otherwise, County shall be fully responsible for any injury to its employees, invitees, contractors or representatives or damage caused by them in the Premises, including parking areas, except to the extent such injury or damages is solely due to the gross negligence or willful misconduct of Lessor.
- (b) Whether through insurance coverage or otherwise, County shall be fully responsible for maintaining and repair of all equipment within its server room upon occupancy as well as any damage or loss caused by its failure to do so.
- (c) County will reimburse Lessor for any unamortized tenant improvement and commission costs if it fails to complete the Term of this Agreement and any extensions thereof except if the failure to complete the Term is the result of an uncured breach by Lessor pursuant to Article 20 or any County right to terminate pursuant to Articles 11, 25 or 26.

**LESSOR:**

Ventura County Credit Union

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: Manager

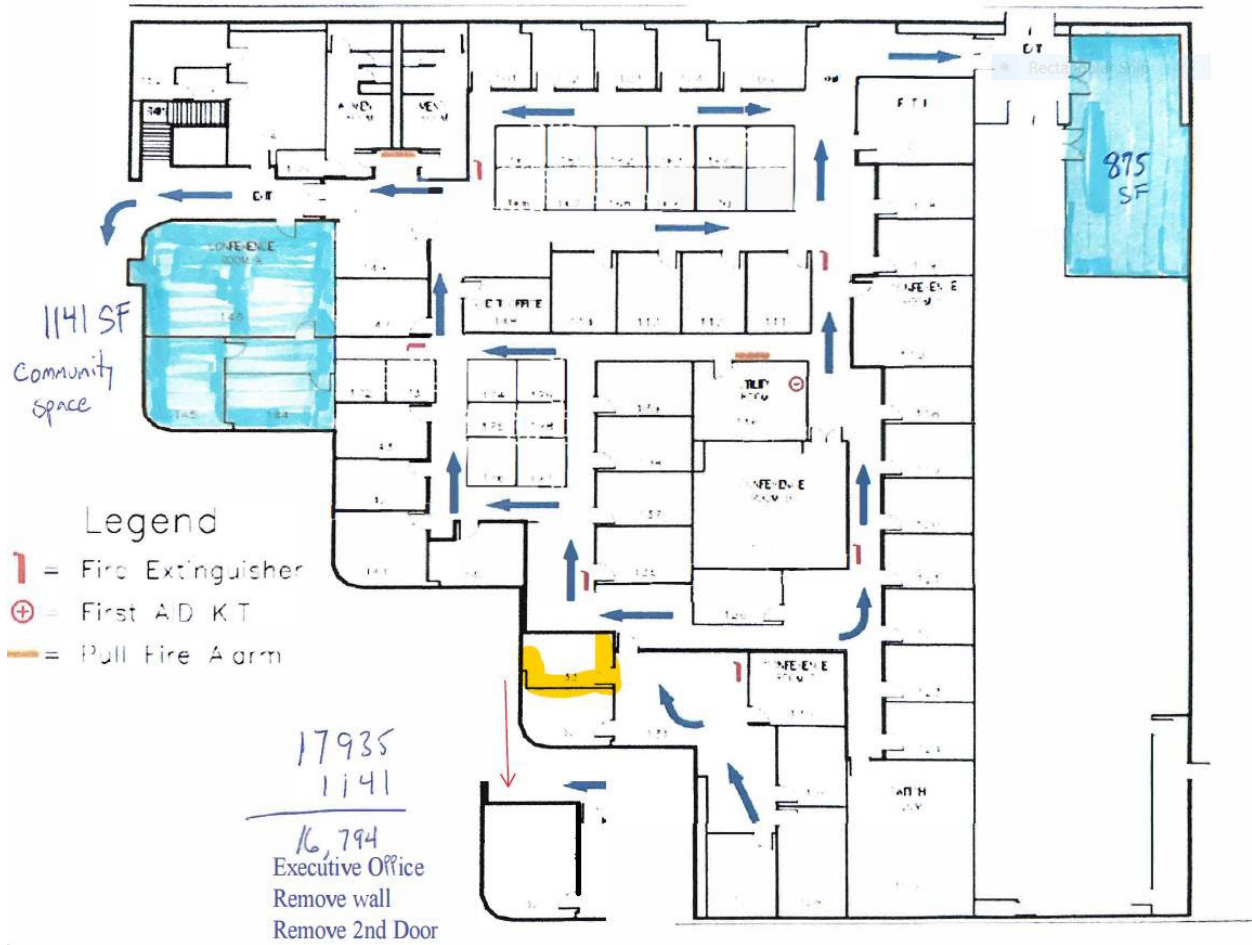
**COUNTY:**

COUNTY OF VENTURA

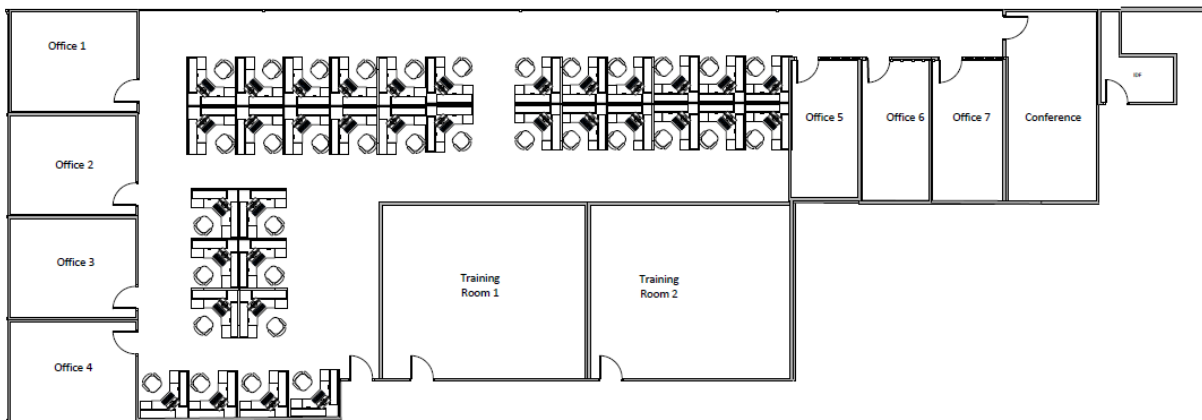
\_\_\_\_\_  
By: Joan Araujo, Director  
Central Services  
Public Works Agency

\_\_\_\_\_  
Date

## EXHIBIT "A" First Floor – Office and Warehouse



## EXHIBIT "A" Second Floor - Office Plan



# EXHIBIT "B"

## IT Infrastructure



### Detailed Quote Report

Solution Name : Ventura County Medical

Solution Number : ISX0002255685-0025

Shipping Weight : 2333.37 Lbs

Quantity	Item	Description	Category	Item Price	Budgetary Price	Discounted Price
<b>Parts</b>						
1	GVSUPS75KFS	Galaxy VS 75kW 208V for external batteries, Start-up 5x8	Uninterruptible Power Supply (UPS)	\$3,650.00	\$3,650.00	32,190.00
1	LIBSESMG13UL	Galaxy Lithium-Ion Battery Cabinet UL with 13 x 2.04 kWh battery modules	Uninterruptible Power Supply (UPS)	\$5,815.00	\$5,815.00	33,489.00
1	GVSBSU150G	Galaxy VS Maintenance Bypass Cabinet, UL, Single-Unit 50-75kW 208V, 100-150kW 480V	Uninterruptible Power Supply (UPS)	9,360.00	9,360.00	5,616.00
1	SFTWDCEVMACT-DIGI	Data Center Expert: Virtual Appliance Subscription Model	DATA CENTER SOFTWARE	2,660.00	2,660.00	1,596.00
1	WSITECOORD	Site Coordination Service	Services	6,975.00	6,975.00	4,185.00
8	APDU10351SW	APC NetShelter Rack PDU Advanced, Switched, 3PH, 8.6kW, 208V 30A, 48 Outlets, L21-30P	Power Distribution	3,590.00	29,720.00	17,232.00
1	WASSEM-VS3-A75	Assembly Service for (1) GVS 60-80kVA	Services	4,345.00	4,345.00	2,607.00
4	APDU10451SW	APC NetShelter Rack PDU Advanced, Switched, 3PH, 14.4kW, 208V 50A, 42 Outlets, CS8365C	Power Distribution	4,165.00	16,660.00	9,996.00
1	GVSOPT002	Galaxy VS Seismic Kit for Modular Battery Cabinet or 521mm wide UPS	Uninterruptible Power Supply (UPS)	359.00	359.00	215.40
1	GVSOPT003	Galaxy VS Seismic Kit for Maintenance Bypass Cabinet	Uninterruptible Power Supply (UPS)	270.00	270.00	162.00
12	APDU1335TH	APC NetShelter Rack PDU Advanced Temperature and Humidity Sensor	Power Distribution	243.00	2,916.00	1,749.60
<b>Service</b>						
1	WSTRTUP-LB-01	(1) Startup Service for (1) Cabinet Li-Ion Battery solution	Services	3,035.00	3,035.00	1,821.00
1	WASSEMEXBAT-LB-01	(1) Assembly Service for (1) Cabinet Li-Ion Battery solution	Services	3,670.00	3,670.00	2,202.00
1	WNSC06	DCE Base Remote Configuration	DATA CENTER SOFTWARE	5,785.00	5,785.00	3,471.00
				Services Total :	12,490.00	7,494.00
				Total Design Price :	194,220.00	116,532.00
<b>Total List Solution Price : 194,220.00 USD</b> <b>Customer Discounted Pricing : 116,532.00 USD</b>						

#### NOTES:

1. Add \$2,500 for freight
2. leadtime 12 weeks

#### Terms and Conditions:

Nothing contained in this Quote will be deemed to grant either directly or by implication, estoppel, or otherwise, any intellectual property rights, patents, copyrights, trademarks or any ownership rights whatsoever in the Program, Solution ID or configuration herein. All such rights in the Program, Solution number and configuration remain with Schneider Electric IT Corporation.

## EXHIBIT "B"

Any quotes, including but not limited to any quote for price, availability, or shipping dates, are estimates only and do not include any applicable taxes, duties or other similar fees. You acknowledge and agree that your use of the Program in no way binds Schneider Electric IT Corporation to any given price, product or service availability or any other terms of sale not expressly accepted and approved by Schneider Electric IT Corporation. Schneider Electric IT Corporation reserves the right to reject any or all parts of the quote after 90 days from the date of approval. The terms and conditions below represent the terms and conditions under which Schneider Electric IT Corporation, or any of its affiliates that you may be doing business with, shall sell any and all Schneider Electric IT Corporation products ("Products"), non-Schneider Electric IT Corporation, third party equipment ("Equipment"), and services (including installation) included on this quote. Unless a master purchase agreement or similar contract has been executed by you with Schneider Electric IT Corporation, in which case such contract or agreement shall govern any sale of any products or services by Schneider Electric IT Corporation, but only to the extent the terms of that agreement do not conflict with the terms below, Schneider Electric IT Corporation's sale of any and all products and services and any and all bona fide purchase orders submitted to Schneider Electric IT Corporation or a trading partner of Schneider Electric IT Corporation are expressly conditioned upon and subject to the following terms and conditions. Any and all conflicting terms, including those on any existing agreement between the parties or on any purchase order, shall be considered null and void and Schneider Electric IT Corporation expressly rejects and disclaims any and all such supplied terms, conditions representations, warranties, guarantees or such other obligations.

Unless a Site Delivery Form is provided by you and accepted by Schneider Electric IT Corporation, All shipments from Schneider Electric IT Corporation will be made EXW (Ex Works) as per Incoterms 2000, from Schneider Electric IT Corporation's shipping docks to such destinations as you may state in a Purchase Order. All payments to Schneider Electric IT Corporation for anything whatsoever are due net 30 days.

DISCLAIMER: Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Schneider Electric IT Corporation shall not be liable for any, differing, subsurface, latent or concealed conditions encountered in the performance of any services or provision of any products. The existence of such differing, latent or concealed conditions shall constitute

a "Change." "Change" means any alteration to a Purchaser Order or any extra work, or any delay, or other circumstance which adversely impacts the cost, delivery schedule or results in an adjustment to any of the cost, delivery schedule, and/or any other affected provision of a Purchase Order. Should any Change cause an increase or decrease in the cost of or time required for performance or otherwise affect any provision of a Purchase Order, a product solution, product, services, or project, an equitable adjustment will be made to any of the cost, on a Purchase Order as affected.

Some Purchase Orders for Schneider Electric IT Corporation products services and product solutions are not cancelable.

Please check with your Schneider Electric IT Corporation representative prior to placing any Purchase Order.

Schneider Electric IT Corporation warrants that Schneider Electric IT Corporation hardware products will be free from defects in workmanship and materials under normal use for the length of time outlined in the hardware Product manual for the relevant hardware Product. The length of a warranty on a given product may differ depending on the country that you are located in. Conditions to any warranties are contained in the applicable product manual. SCHNEIDER ELECTRIC IT CORPORATION HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE APPLICABLE WARRANTIES FOR ANY PRODUCTS ARE STATED ON THE LIMITED WARRANTY CARD OR PRODUCT MANUAL ACCOMPANYING EACH PRODUCT. SCHNEIDER ELECTRIC IT CORPORATION NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY SHALL SCHNEIDER ELECTRIC IT CORPORATION, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THE PRODUCTS PURCHASED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SCHNEIDER ELECTRIC IT CORPORATION FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO SCHNEIDER ELECTRIC IT CORPORATION UNDER A PURCHASE ORDER.

SOME COUNTRIES, TERRITORIES, LOCALITIES OR STATES, AS APPLICABLE, DO NOT ALLOW LIMITATIONS ON HOW LONG A WARRANTY LASTS, IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IT IS SCHNEIDER ELECTRIC IT CORPORATION'S INTENT TO MAKE SUCH LIMITATIONS AND EXCLUSIONS IN THESE TERMS AND CONDITIONS TO THE FULLEST EXTENT ALLOWED UNDER ANY APPLICABLE LAW.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

Any and all disputes, claims, controversy or causes of action arising from or related to these terms and conditions ("Dispute") which the parties are unable to resolve for any reason, shall be completely and finally settled by submission of any such Dispute to arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") if in North America, or the Rules of the International Chamber of Commerce ("ICC") outside of North America, then in effect. All arbitration proceedings hereunder shall be conducted in English. The laws of the Commonwealth of Massachusetts, USA [or State of New York, USA] shall govern the validity, interpretation, construction, performance, and enforcement of this Purchase Order, provided that any provision of such law invalidating any provision of the terms of this Appendix A or modifying the intent of the Parties as expressed in the terms of this Agreement shall not apply.



EXHIBIT "B" cont.



QUOTATION # 231019.1  
Valid for 30 days  
Page 1 of 3

October 18, 2023

Justin Lutick  
Information Technology Consultant  
VENTURA COUNTY HEALTH CARE AGENCY  
2500 Vista del Mar Drive  
Ventura, California 93001

**JOBSITE:**  
VENTURA COUNTY HEALTH CARE AGENCY  
2500 Vista del Mar Drive  
Ventura, California 93001

**SCOPE OF WORK:**

1. Install (1) Schneider Electric (SE) UPS system with Lithium-ion batteries 120/208v 3-phase input/output in same location as existing Liebert UPS as per jobwalk.
  2. Install (1) new SE side cart UPS Maintenance Bypass cabinet as per jobwalk.
  3. Provide and install (1) 200A 120/208v 3-phase dedicated circuit from Panel "RP-4" to new UPS Maintenance Bypass Panel as per manufacture specification and jobwalk.
  4. Provide and install (1) new 200A 120/208v 3-phase circuit dedicated circuit from new SE MBC to new SE UPS system input power as per manufacture specification and jobwalk.
  5. Provide and install (1) new 200A 120/208v 3-phase circuit dedicated circuit from new SE UPS system output power to new SE MBC as per jobwalk.
  6. Provide and install (1) new 200A 120/208v 3-phase circuit dedicated circuit from new SE MBC to new 200A 42 circuit UPS distribution panel "UPSD-1" as per jobwalk.
  7. Provide and install (8) 30A 120/208v 3-phase circuits with NEMA L21-30R receptacles for Racks R-1-R4, R2-R6, R2-R7 and R2-R8 (2) per rack.
  8. Provide and install (4) 50A 208V 3-phase circuits with Hubbell CS8369A receptacles for Racks R-1-R1 and R2-R4 (2) per rack.
  9. Seismic floor stands and anchor new UPS system to floor as per jobwalk.
  10. Provide and install new interface between new SC MBC and new SC UPS system as per jobwalk.
  11. Provide load bank power test new SC UPS system.
  12. Assist SE with Start-up/Commissioning of new SE UPS System.
  13. Relocate (6) CRAC unit electrical circuits from Panel "MP-1" to Panel "RP-4" as per jobwalk.
  14. Provide and install (1) 100A 120/208v 3-phase dedicated circuit from Panel "RP-4" to Panel "MP-1".
  15. Provide and install (1) 100A 3-pole circuit breaker in panel "RP-4".
  16. Provide and install (1) 400A 120/208v 3-pole ATS NEMA-1 inside server room for Panel "RP-4".
  17. Rework existing 400A 120/208v 3-phase circuit from SWBD "MSD" to new 400A ATS.
  18. Provide and install (1) 400A 120/208v 3-phase dedicated circuit from existing exterior Cam-Loc to new 400A ATS.
  19. Provide and install (1) set of auto start terminals in existing Cam-Loc for temporary generator auto-start function if available.
  20. Utilize, rework and relocate (18) circuits from Panel "RP-4" to Panel "MP-1".
  21. Provide labor and material to complete the work listed above.
  22. All work schedule during regular work hours labor M-F 6:00AM – 3:00PM (excluding Holidays and Holiday weekends).
  23. All labor and material listed above will have one year in-house warranty.
  24. Prevailing wage is included.
  25. Certified Payroll is included.
  26. Leave jobsite clean and free of debris.
- Labor and Material (Not to Exceed) \$ 135,985.00

705 Lakefield Road, Suite L • Westlake Village CA 91361 • Lic # 637610  
Tel: 818-991-2227 • Fax: 818-991-3213 • e-mail: info@valleywideair.com

EXHIBIT "B" cont.



QUOTATION # 231019.1  
Valid for 30 days  
Page 2 of 3

**EXCLUSIONS:**

1. Any/All data wire for networking or monitoring and related work other than listing in scope above
2. Any/All build DDC/ABS connections/programming and related work
3. Mechanical/Electrical/Plumbing Engineered stamp set of plans.
4. Any/All fire alarm/smoke detectors and related work other than listing in scope above.
5. All and any drywall, patching and painting other than listing in scope above.
6. All Structural Engineering stamp set of plans.
7. Structural Engineering Recommendation and related work.
8. Plan Check, City permits and inspections
9. Any/All fire sprinkler work and related work.
10. Any/All Preventative Maintenance Contracts
11. Any/All existing building issues related to this project.

**NOTES:**

1. Any and all these exclusions can be performed if need in the event that they are requested than additional fees will be applied.

Please feel free to call or write me if you have any questions,

*Michael Mammoth*

Michael Mammoth  
Valley Wide Air and Power

705 Lakefield Road, Suite L • Westlake Village CA 91361 • Lic # 637610  
Tel: 818-991-2227 • Fax: 818-991-3213 • e-mail: [info@valleywideair.com](mailto:info@valleywideair.com)

EXHIBIT "B" cont.



QUOTATION # 231019.1  
Valid for 30 days  
Page 3 of 3

**TERMS AND CONDITIONS**

**ENGAGEMENT OF SERVICES:**

Once the customer authorizes work, Valley Wide Air Corporation (VWA) is committed to certain "ramp up" expenses both direct and indirect (i.e. specific training, travel, special tools, materials, project management, etc.), which are generally priced into the entire scope of the project. If the project is canceled, delayed or significantly changed through no fault of Valley Wide Air, these expenses will be due and payable to Valley Wide Air on a pro-rata basis. Any such requests for reimbursement of these expenses will be itemized and defined.

**CHANGES TO SCOPE OF WORK:**

VWA will notify the customer if there is a material change to the scope of work that will require VWA to expend more monies than originally budgeted. The customer agrees to pay VWA for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed noted otherwise.

**VWA EMPLOYEES:**

The customer agrees that it shall not hire any employee of VWA who is currently working on a project for the customer, or any employee of VWA who worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former VWA employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that VWA can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.

**PAYMENT TERMS:**

Standard payment terms are net due in (30) days from invoice date unless stated differently on the front of this proposal. A service charge may be charged on all past due amounts. Charges are computed at the lower of 1.5% per month or the maximum allowed by law. Amounts will be considered past due (30) days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance.

**WARRANTY:**

VWA will warranty all labor and material furnished and installed by VWA, excluding lamps, fuses Belts and Air Filters, on all mechanical service work for (1) year. VWA will honor the manufacturer's warranty on all other products furnished by VWA. VWA must be notified of any potential warranty work. The disposition of the work in question will be determined by or it's approved affiliate. Any alleged warranty work done by others will not be paid for by VWA.

**INDEMNITY:**

The customer agrees to defend and indemnify VWA from any and all third party claims, demands, actions, lawsuits, liability, damages and/or costs, including reasonable attorneys' fees and expert fees, arising out of or relating to VWA's work under this agreement or the Scope of Work under this agreement, unless claims relate to negligent acts of VWA or others hired by VWA.

**ATTORNEYS' FEES:**

If VWA is required to hire attorney's or collection agency to collect amounts owed under this agreement, the customer agrees to reimburse VWA for attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

**INCORPORATION BY REFERENCE:**

Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of, and hereby incorporated by reference, to all Proposals submitted by VWA to the customer and Credit Agreement signed by the customer, and all terms and conditions of any such Proposals or Credit Agreements.

**APPROVED AND ACCEPTED:**

VENTURA COUNTY HEALTH CARE AGENCY

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

Print Name: \_\_\_\_\_

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

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

Purchase Order # \_\_\_\_\_

705 Lakefield Road, Suite L • Westlake Village CA 91361 • Lic # 637610  
Tel: 818-991-2227 • Fax: 818-991-3213 • e-mail: [info@valleywideair.com](mailto:info@valleywideair.com)



**EXHIBIT "C"****MAINTENANCE & REPAIR SCHEDULE**

<b>NO.</b>	<b>ITEM</b>	<b>LESSOR</b>	<b>COUNTY</b>
<b>1</b>	Electrical system and conduits.	<b>X</b>	
<b>2</b>	Light switches and electrical outlets.	<b>X</b>	
<b>3</b>	Ballast and transformers for florescent lights.	<b>X</b>	
<b>4</b>	Light bulbs and/or florescent bulbs, including installation.	<b>X</b>	
<b>5</b>	Plumbing system: water, sewer, gas and other underground lines.	<b>X</b>	
<b>6</b>	Plumbing blockage within the premises or from the premises to a community line.	<b>X</b>	
<b>7</b>	Toilets, urinals, water closets, water faucets, paper towel & toilet tissue holders (not owned by supplier), mirrors and other restroom fixtures.	<b>X</b>	
<b>8</b>	Water heater.	<b>X</b>	
<b>9</b>	Drinking fountains	<b>X</b>	
<b>10</b>	Air conditioning & heating systems, including control switches & thermostats.	<b>X</b>	
<b>11</b>	Telephone & cable T.V. jacks.		<b>X</b>
<b>12</b>	Carpet, tile and/or linoleum.	<b>X</b>	
<b>13</b>	Interior doors, door and window hardware and locks.	<b>X</b>	
<b>14</b>	Drapes, window shades, blinds or other window covering.	<b>X</b>	
<b>15</b>	Ceiling.	<b>X</b>	
<b>16</b>	Interior walls & partitions.	<b>X</b>	
<b>17</b>	Broken window glass or door glass including plate glass windows.	<b>X</b>	
<b>18</b>	Exterior walls, roof, drains & down spouts.	<b>X</b>	
<b>19</b>	Exterior parking lot, repair & maintenance.	<b>X</b>	
<b>20</b>	Grounds landscaping, gardening and debris clean up.	<b>X</b>	
<b>21</b>	Burglar alarm system or systems.		<b>X</b>
<b>22</b>	Fire extinguishers.	<b>X</b>	
<b>23</b>	Refuse, rubbish & garbage disposal.	<b>X</b>	
<b>24</b>	Janitorial service including window washing.		<b>X</b>
<b>25</b>	Paper supplies, dispensers & waste containers in restrooms.	<b>X</b>	
<b>26</b>	Pest control: exterior or common area.	<b>X</b>	
<b>27</b>	Pest control: interior.	<b>X</b>	

However, it is understood and agreed that Lessor shall not be responsible for those items which require repair or maintenance due to the sole gross neglect or willful misconduct of County, its agents, employees, contractors or patrons.