

LEASE AGREEMENT

THIS LEASE AGREEMENT (“LEASE”) is made and entered into this 1<sup>st</sup> day of July 2023, by and between State Center Community College District (“SCCCD”), (“LESSOR”), and the COUNTY OF FRESNO, a political subdivision of the state of California, 333 W. Pontiac Way, Clovis, CA 93612 (“LESSEE”). LESSOR and LESSEE may, hereinafter, be referred to collectively as “parties” or individually as “party”.

1. LEASED PREMISES – LESSOR hereby leases to LESSEE a portion of the parking lot located at 1140 Broadway Plaza, Fresno, CA 93721, consisting of 430 parking stalls, distributed between Floors 3 – 6, as shown on Exhibit “A” (“Premises”), attached, and incorporated by this reference. It will be open parking for employees on these three floors.

2. NO SUBLETTING – LESSEE shall not assign or sublease any of the 430 parking stalls as described in Exhibit A, or any portion of the Premises; however, nothing in this Section 2 shall preclude LESSEE from making the parking stalls available to LESSEE’s officers, agents, employees, representatives, customers, invitees and/or contractors.

3. TERM – The initial term of this LEASE shall commence on July 1, 2023 and terminate on June 30, 2024 (the “Initial Term”) unless terminated earlier, and as provided herein. Upon the expiration of the Initial Term, this LEASE shall be renewable for four (4) additional one-year periods, unless terminated earlier, and as provided herein. Such renewals shall occur by written approval of both parties, executed at least 60 days before the first day of the next one-year extension period. The County Administrative Officer or the Director of Internal Services/Chief Information Officer or his or her designee is authorized to sign the written approval on behalf of the LESSEE based on the LESSOR’s satisfactory performance. In no event shall the term of this LEASE extend beyond five years. In the case of any non-renewal of this LEASE, the Vice Chancellor of Operation for LESSOR, or the District Director of Procurement and Contracts for LESSOR, or a designee of one of them, is authorized to provide written notice of such non-renewal at least 60-days before the first day of the next one-year extension period.

4. RENT – LESSEE’s obligations to pay rent due under this LEASE shall be subject to LESSEE’s constitutional debt limitation (Article XVI, Section 19 of the California Constitution). LESSEE

shall pay to LESSOR without offset, demand, or prior notice, fair market rent for the Premises on or before the first of each month, according to the following schedule:

<b>Rent Term</b>	<b>Rent Per Stall</b>	<b>Monthly Rent</b>
Year 1	\$55.00	\$23,650.00
Year 2	\$57.75	\$24,832.50
Year 3	\$60.64	\$26,075.20
Year 4	\$63.67	\$27,378.10
Year 5	\$66.85	\$28,745.50

- a) Penalty - If at any anytime LESSEE amends this Lease to contract for less than 430 parking spaces, LESSEE shall be penalized in the amount of the then-current annual Rent Per Stall rate, for each parking space contracted back to LESSOR.

5. MAINTENANCE –LESSOR shall be responsible for all maintenance of the Premises, including but not limited to, maintenance of the parking stalls and surrounding areas. LESSOR shall sweep or otherwise clean the Premises on a sufficiently frequent basis, and as requested by LESSEE, to keep it free of trash, debris, glass and other foreign materials. LESSEE may install signage designating the stalls that are leased to LESSEE. LESSEE is responsible for removing signage upon expiration or other termination of the terms of this LEASE.

In the event that any or all of the parking stalls on the Premises are unusable by the LESSEE due to scheduled or unscheduled maintenance by the LESSOR or for any other reason unrelated to the acts of LESSEE, LESSOR shall provide to the LESSEE a number of alternative parking stalls (in the garage within which the Premises are located) equal to the amount of parking stalls that are unusable by LESSEE, for the entire duration of the maintenance and/or non-use by LESSEE. In the event that alternative parking stalls cannot be made available to the LESSEE, LESSOR shall reduce the rent for the month in which the maintenance occurred by a pro-rata amount, as calculated by using the formula below. The reduction in rent may be applied as a credit towards the following month’s rent. LESSOR shall notify LESSEE of any scheduled maintenance as soon as it becomes known, and not less than 5days’ notice, along with an anticipated schedule for the parking lot maintenance. This notice may be sent via email to ISDContracts@FresnoCountyCA.gov.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
FULTON PARKING STALL LEASE

	Current Monthly Rate per stall	/	# of weekdays in month (regardless of holidays)	=	Cost per stall /per weekday
Example	\$55.00	/	20	=	\$2.75

Cost per stall /per weekday	X	# of stalls unusable	X	# of days stalls are unusable	=	Reduction in rent
\$2.75	X	100	X	5	=	\$1,375

6. SECURITY – LESSOR maintains security in the adjacent building at 1171 Fulton Street, Fresno, CA 93721 from 7:00 am to 7:00 pm, Monday through Friday. Security officers, located in the District office adjacent to the Premise, are available for assistance in the garage upon request by LESSEE’s staff who utilize the Premises, and the security officers shall perform routine checks through the garage during the security hours of 7:00 AM to 7:00 PM, Monday through Friday. The SCCCD Security Desk can be reached at 559-243-7921 during their security hours above.

7. USE – LESSEE shall use the Premises only Monday through Friday as a parking lot for its officers, agents, employees, representatives, customers, invitees and/or contractors. LESSEE shall not use the Premises or disturb the LESSOR on Saturdays or Sundays. LESSEE agrees to comply with all applicable laws, ordinances and regulations in connection with such use.

LESSOR covenants that the Premises are suitable for the LESSEE’s intended use. LESSOR covenants that the Premises are in compliance with all applicable laws, ordinances, and regulations including, but not limited to, safety regulations, health and building codes, and that the Premises shall remain in such compliance throughout the term of this LEASE.

8. COMPLIANCE WITH ALL LAWS – As to the Premises, LESSOR acknowledges public funds are used for payments made by LESSEE under this LEASE. Accordingly, if any work is undertaken at the Premises by or on behalf of LESSOR, it may be deemed a “public works” project, and LESSOR shall comply with, and shall ensure compliance by all contractors and subcontractors with, all applicable laws and regulations, including the payment of prevailing wages pursuant to Section 1770 et seq. of the Labor Code, and as described herein.

In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer

payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

It shall be mandatory upon LESSOR, LESSOR'S contractor, and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed for work completed to the Premises under this LEASE, including those workers employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by LESSOR at the job site for any work completed on the Premises under this LEASE, where it will be available to any interested party.

LESSOR shall comply with Labor Code section 1775, and shall forfeit as a penalty to the County of Fresno Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this LEASE by LESSOR, LESSOR'S contractor, or by any subcontractor under LESSOR in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by LESSOR, LESSOR'S contractor, or subcontractor.

LESSOR, LESSOR'S contractor, and subcontractor shall keep an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with any work completed to the Premises under this LEASE. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by

a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that LESSOR, LESSOR'S contractor, or subcontractor have complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by their employees on the Premises under this LEASE. These records shall be open at all reasonable hours to inspection by LESSEE, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

9. INDEPENDENT CONTRACTOR – The relationship between LESSOR and LESSEE shall always and only be that of a landlord-tenant with respect to the Premises. It is mutually understood and agreed that LESSOR and LESSEE, including any and all of their respective officers, agents, and employees will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party. Furthermore, neither party shall have the right to control or supervise or direct the manner or method by which the other party shall perform its work and function. However, LESSEE and LESSOR shall retain the right to administer this LEASE so as to verify that the other party is performing its obligations in accordance with the terms and conditions thereof.

LESSOR and LESSEE shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of the landlord-tenant relationship between LESSOR and LESSEE, neither LESSOR nor LESSEE shall have any right to employment rights and benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, each party shall be solely responsible and save the other party harmless from all matters relating to payment of such party's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this LEASE, LESSOR may be providing services to others unrelated to the LESSEE or to this LEASE.

10. BREACH OF OBLIGATION TO MAINTAIN – In the event LESSOR breaches its obligation to maintain the Premises as herein provided, LESSEE may give written notice to LESSOR within fifteen (15) days of the discovery of such breach. LESSOR shall then have thirty (30) days from

the date of notice to cure its breach, provided, however, that if the item of maintenance is of such a nature that it requires more than thirty (30) days to complete, then LESSOR shall have such additional time as is necessary to complete such maintenance as long as LESSOR commences work on such maintenance within said thirty (30) day period, and diligently prosecutes such maintenance to completion; however any such completion shall not last longer than 60 days from the date of LESSEE's notice. Subject to the foregoing, if the period for cure expires and if, in LESSEE'S sole determination, LESSOR has failed to cure, then LESSEE may, at its election:

- A. Terminate this LEASE upon thirty (30) days written notice to LESSOR. In such case, LESSEE shall have the right to demand LESSOR refund any monies which were paid to LESSOR pursuant to the LEASE, but which were not earned by LESSOR by consequence of its breach. Upon receipt of such demand, LESSOR shall promptly refund all such monies; or
- B. Cure LESSOR'S breach and deduct the cost of such cure, together with reasonable administrative costs, from LESSEE'S future rent obligation. LESSEE'S decision to cure LESSOR'S breach shall not constitute a waiver of any rights or remedies that LESSEE may have arising from this LEASE or by operation of law.

11. DESTRUCTION OR DAMAGE FROM CASUALTY – If thirty (30) percent or more of the Premises is damaged such that they cannot be used for LESSEE's intended purpose or destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), then LESSOR shall either promptly and diligently repair the damage at its own cost, or terminate the LEASE as hereinafter provided.

- A. LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty damage to the Premises, then it shall within thirty (30) days after the date of Casualty provide written notice ("Notice of Repair") to LESSEE indicating the anticipated time required to repair. LESSOR shall bear the cost of all repairs to the Premises, including the cost to repair any alterations or fixtures installed or attached thereto by LESSEE. Such repairs shall restore the Premises to substantially the same condition as that existing at the time of Casualty; such repairs shall also be made in compliance with

all applicable state and local building codes. LESSOR shall not be liable to LESSEE for compensation for any loss of business, or any inconvenience or annoyance arising from repair of the Premises as a result of the Casualty except for rent reduction as hereinafter provided. LESSEE shall be responsible at its sole cost and expense for the replacement of its personal property.

- B. LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect to terminate this LEASE due to Casualty if the Premises have been destroyed or substantially destroyed so as to render the Premises unusable by said Casualty, and the estimated time to repair the Premises exceeds ninety (90) days from the date of the Casualty. LESSOR shall provide LESSEE with written notice of its election to terminate within thirty (30) days after the date of Casualty, specifying a termination date not less than thirty (30) days from the date of said notice.
- C. Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S obligation to pay Rent shall be reduced beginning on the date of the Casualty. Such reduction shall be proportional to the damage caused to the Premises by the Casualty, as determined by LESSEE and approved by LESSOR, which approval will not be unreasonably withheld. If LESSOR elects to repair the Premises pursuant to the terms of this LEASE, then the Rent reduction shall continue until the date of substantial completion of repair.
- D. LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not receive a Notice of Repair from LESSOR within thirty (30) days after a Casualty, and if the anticipated period of repair contained in the Notice of Repair exceeds ninety (90) days, then LESSEE may elect to terminate this LEASE. LESSEE shall provide LESSOR written notice of its election to terminate this LEASE, specifying a termination date not less than thirty (30) days from the date of said notice. In such case, LESSEE shall have the right to demand that LESSOR refund any monies which were paid to LESSOR pursuant to the LEASE, but which were not earned by

LESSOR by consequence of the Casualty. Upon receipt of such demand, LESSOR shall promptly refund all such monies.

12. TERMINATION

a) If, pursuant to the terms provided herein, either LESSOR or LESSEE has an election to terminate this LEASE and so elects, then written notice shall be made to the non-terminating party, specifying a date of termination not less than thirty (30) days from the date of said notice.

b) NON-FUNDING TERMINATION – This LEASE is contingent on the allocation of funds by a governmental agency. Should funds not be allocated, this LEASE may be terminated by the Board of Supervisors of the COUNTY OF FRESNO without penalty by giving at least thirty (30) days' prior written notice to LESSOR.

In the case of the LESSEE, the County Administrative Officer, Sheriff, or the Director of Internal Services/Chief Information Officer, or one of their respective designee(s), shall have the power to provide any notice of termination.

13. REMEDIES; NO ACCELERATION OF FUTURE RENT OR OTHER PAYMENTS/AMOUNTS

In the event of a default or breach of this LEASE by LESSEE, LESSOR may at any time thereafter, with or without notice or demand and without limiting LESSOR in the exercise of any right or remedy which LESSOR may have by reason of such default or breach exercise any of the following remedies:

(a) *Terminate Possession.* LESSOR may terminate LESSEE's right to possession of the Premises by any lawful means, in which event this LEASE shall terminate, and LESSEE shall immediately surrender the Premises to LESSOR.

(b) *Perform LESSEE's Obligations.* LESSOR may cure any such breach and be reimbursed by LESSEE for the costs and expenses related thereto within thirty (30) business days of written demand from LESSOR. Any such amount shall be deemed additional Rent hereunder. LESSOR's performance of any obligation shall not constitute a waiver of LESSEE's default or of any of LESSOR's other remedies with respect thereto.

(c) *Other Remedies.* LESSOR may exercise any other remedies available at law or in

equity, subject to LESSEE's constitutional debt limitation in Section 4, and LESSOR's waiver under Section 16(d).

(d) *Cumulative Remedies.* LESSOR's remedies set forth in this paragraph shall be in addition to and not in lieu of all other rights at law or in equity LESSOR may possess.

Notwithstanding anything to the contrary contained in this LEASE, or any right or remedy of which LESSOR may otherwise avail itself pursuant to applicable law, any right of LESSOR to recover any Rent as provided in this LEASE shall be without acceleration of any future Rent before it is due and payable hereunder. LESSOR hereby expressly waives its right to accelerate Rent in the event of a termination of this LEASE, pursuant to California Civil Code section 1951.2.

14. HOLD HARMLESS

a) The LESSOR shall indemnify and hold harmless and defend the Lessee (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the LESSEE, the LESSOR, or any third party that arise from or relate to the performance or failure to perform by the LESSOR (or any of its officers, agents, sub-contractors, or employees) under this Agreement. The LESSEE may conduct or participate in its own defense without affecting the LESSOR's obligation to indemnify and hold harmless or defend the LESSEE. This LEASE is made upon the expressed condition that LESSEE is to be free of all liability, damages or injury arising from structural failures of the Leased Premises that are LESSOR's responsibility to maintain, including but not limited to, parking lot, parking lot lighting, and common areas, unless caused by the negligence or willful misconduct of LESSEE, its officers, agents, employees or invitees. Except for claims or damages arising from LESSOR'S negligence or misconduct, LESSEE shall indemnify and hold harmless LESSOR, and its settlors, trustees, beneficiaries, employees, agents, successors and assigns ("Lessor Parties"), from any and all claims arising from any breach or default in the performance of any obligation on LESSEE'S part to be performed under the terms of this LEASE, or arising from any act, neglect, fault or omission of LESSEE, or of its officers, agents, employees, representatives, customers, invitees or contractors. If any action or proceeding is brought against LESSOR Parties by reason of any such claims, LESSEE, upon notice from LESSOR, shall defend the same at LESSEE'S expense.

The parties acknowledge that as between LESSOR and LESSEE, each is responsible for the negligence of its own employees and invitees.

The provisions of this Section 15 shall survive termination of this LEASE.

15. INSURANCE - LESSOR shall, at its sole expense, maintain in full force and effect during the term of this LEASE the following policies of insurance:

- A. Commercial General Liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate limit of not less than Four Million Dollars (\$4,000,000). This policy shall be issued on an occurrence basis annually renewing, following form, and be primary to all other collectible insurance; and
- B. Property Insurance – Against all risk to property, at full replacement cost with coinsurance penalty provision.
- C. Worker's Compensation – A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Within thirty (30) days of the execution of this LEASE, LESSOR shall provide LESSEE with certificates of insurance with proper endorsements naming LESSEE as the additional insured. The policy is to be written by an admitted insurer licensed to do business in California and with an A.M. Best rating of A FSC VII or better. Excess or Umbrella coverage may be insured by non-admitted insurers but still be A.M. Best FSC VII or better.

LESSEE shall maintain during the term of this LEASE the following policies of insurance, which coverages may be provided in whole or in part through one or more programs of self-insurance:

- A. Commercial General liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of not less than Four Million Dollars (\$4,000,000). This policy shall be issued on an occurrence basis.
- B. All-Risk property insurance covering the personal property of LESSEE in the amount of the full replacement cost thereof.
- C. Workers' Compensation in amounts required by the California labor code.

16. SURRENDER OF POSSESSION – Upon the expiration or termination of this LEASE, LESSEE will surrender Premises to LESSOR in such condition as existing at the commencement of

this LEASE, less reasonable wear and tear, less the effects of any Casualty as herein defined, and less the effects of any breach of LESSOR'S covenant to maintain. LESSEE will not be responsible for any damage which LESSEE was not obligated hereunder to repair.

17. RIGHT OF ENTRY – LESSOR, or its representative(s), upon twenty-four (24) hours' notice (excepting emergencies) to LESSEE, shall have the right to enter the Premises at any time during business hours, or at such other time as LESSEE deems appropriate, to verify LESSEE's compliance with the terms of this LEASE, and to make any alterations, repairs or improvements to the Premises. The normal business of LESSEE or its invitees shall not be unnecessarily inconvenienced.

18. AMENDMENT – This LEASE may be amended in writing by the mutual consent of the parties without in any way affecting the remainder.

19. NON-ASSIGNMENT – LESSEE shall not assign or transfer its rights or obligations under this LEASE, or sublease the Premises or any portion thereof, without the prior written consent of the LESSOR.

20. JURISDICTION AND VENUE – This Agreement is signed and performed in Fresno County, California. The Lessor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County..

21. NOTICES – The persons and their addresses having authority to give and receive notices under this LEASE include the following:

**LESSEE:**  
County of Fresno  
Director of Internal Services/  
Chief Information Officer  
333 W. Pontiac Way  
Clovis, CA 93612

**LESSOR:**  
State Center Community College District  
Vice Chancellor, Operations  
1171 Fulton Street  
Fresno, CA 93721

All notices between LESSEE and LESSOR provided for or permitted under this LEASE must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is

effective three LESSEE business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one LESSEE business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of LESSEE business hours, then such delivery shall be deemed to be effective at the next beginning of a LESSEE business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this LEASE, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

22. AUDITS AND INSPECTIONS – At the request of LESSEE, LESSOR shall at any time during business hours, and as often as LESSEE may deem necessary, make available to LESSEE for examination and audit all of its records and data with respect to those matters covered by this LEASE. LESSOR shall, upon request by LESSEE, permit LESSEE to audit and inspect all of such records and data necessary to ensure LESSOR'S compliance with the terms of this LEASE.

If this LEASE exceeds ten thousand dollars (\$10,000.00), LESSOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract. (Government Code Section 8546.7)

23. ESTOPPEL CERTIFICATE – LESSEE shall, at any time upon not less than sixty (60) days' prior written request by LESSOR, execute, acknowledge and deliver to LESSOR a written estoppel certificate, in a form satisfactory to LESSEE, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if applicable, the dates to which the monthly rent and any other charges have been paid in advance. Any such statement delivered pursuant to this Section 24 may be relied upon by third persons, including a prospective purchaser or encumbrancer of the Premises.

25. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT - If after the Effective Date, LESSOR desires to obtain a loan from a bank (the "Bank") and thereby encumbers the Real Property with a deed of trust ("Deed of Trust"), the Parties agree, and LESSOR shall cause the Bank, as beneficiary of the Deed of trust, to agree, to enter into a Subordination, Non-Disturbance, and Attornment Agreement ("SNDA") in form and substance reasonably acceptable to LESSEE, LESSOR, and the Bank. The agreed-upon SNDA shall include the following terms, generally outlined below, which outline not an exhaustive list of terms, or the specific terms, for the agreed-upon SNDA:

(i) This LESSEE shall subordinate the priority of this Lease to the Deed of Trust.

(ii) In the event of a foreclosure of the Deed of Trust, or a transfer of the Real Property in lieu thereof or in any other manner whereby Bank or its successors-in-interest succeed to the interest of LESSOR under this Lease, so long as there shall then exist no breach or event of default by LESSEE under this Lease which has continued to exist for such period of time (after notice, if any, required by this Lease) as would entitle LESSOR to terminate this Lease: (a) this Lease, including the leasehold interest of LESSEE hereunder, and any sublease permitted under Section 2(a), herein, including the sub-leasehold interest of such any sublessee thereunder, shall not be disturbed or otherwise adversely affected by reason of such foreclosure or transfer of the Real Property in lieu thereof or in any other manner; (b) other than as set forth in the SNDA, none of LESSEE's rights and interest under this Lease, or the rights and interest of any such sub-lessee under such sub-lease, shall be affected in any way by reason of any default under the Deed of Trust, and this Lease shall continue in full force and effect; (c) Bank and its successors-in-interest shall recognize and accept LESSEE as the lessee under this Lease, subject to the terms and conditions of this Lease as modified by the SNDA; (d) the Bank and its successors-in-interest as lessor under this Lease, shall have all of the rights and obligations of LESSOR under this Lease (provided that neither Bank nor such successors-in-interest shall be liable for any act or omission of LESSOR as the prior lessor under this Lease, except that LESSEE shall be entitled to exercise all of its rights and remedies under this Lease with respect to continuing defaults hereunder resulting from the acts or omissions of LESSOR arising after Bank, or its successor-in-interest, has received LESSEE's notice to Bank, or its successor-in-interest, with respect to such defaults and has not, after a reasonable opportunity to cure, under the SNDA cured the same under the

SNDA); (e) Bank shall not join LESSEE as a party defendant in any action or foreclosure proceeding unless such joinder is with respect to this Lease, including the Real Property, and required by law to foreclose the Deed of Trust, then only for such purpose and not for the purpose of terminating this Lease; and (f) LESSEE shall to attorn to the Bank, and its transferee, as if the Bank and such transferee were LESSOR under this Lease;

(iii) Upon LESSEE's receipt of written demand from Bank, which shall include notice of same has been given in writing to LESSOR, that Bank has elected to terminate the Lease granted to LESSOR to collect Rents from LESSEE under this Lease, as provided in the Deed of Trust, and directing LESSEE to make payment thereof directly to Bank, (a) LESSEE shall, for any Rents due and payable thirty (30) days thereafter, comply with such written demand and direction to pay and shall not be required to determine whether LESSOR is in default under any obligations to Bank, or to honor any conflicting demand from LESSOR, and (b) LESSEE shall be entitled to full credit under this Lease for any Rents paid to Bank in accordance with such written demand and direction to the same extent as if such Rents were paid directly to LESSOR;

(iv) Any disputes between or among the Bank, including its successors-in-interest, and LESSOR shall be dealt with and adjusted solely between or among the Bank, including its successors-in-interest, and LESSOR; and

(v) The SNDA shall be governed by California law.

24. DISCLOSURE OF SELF DEALING TRANSACTIONS – This provision is only applicable if the LESSOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this LEASE, the LESSOR changes its status to operate as a corporation.

- a) If any member of the LESSOR's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the LESSEE before commencing the transaction or immediately after.
- b) A self-dealing transaction means a transaction to which the LESSOR is a party and in which one or more of its directors, as an individual, has a material financial interest.

25. AUTHORITY – The individual(s) executing this LEASE on behalf of LESSOR and LESSEE each represent and warrant to the other party that they are fully authorized and legally capable of executing this LEASE on behalf of LESSOR or LESSEE, as applicable, and that such execution is binding upon each such party.

26. MEMORANDUM OF LEASE – Upon the parties' execution of this LEASE, the parties shall enter into a Memorandum of Lease in recordable form and which utilizes a notary for the parties' signatures (attached hereto and incorporated herein by this reference as Exhibit C). LESSEE is authorized to immediately thereafter record the fully-executed Memorandum of Lease against the Premises with the County of Fresno Recorder's Office.

27. ELECTRONIC SIGNATURES - The parties agree that this Agreement may be executed by electronic signature as provided in this section.

- A. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
- B. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

E. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

28. COUNTERPARTS – This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

29. ENTIRE LEASE – This LEASE, and the exhibits attached hereto and incorporated herein by reference, constitutes the entire LEASE between the LESSOR and LESSEE with respect to the subject matter hereof, and supersedes all prior leases, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly referenced in this LEASE.

This LEASE shall be binding on and inure to the benefit of LESSEE's and LESSOR'S heirs, successors and permitted assigns.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
FULTON PARKING STALL LEASE

IN WITNESS WHEREOF, the parties hereto have executed this LEASE as of the day and

year first hereinabove written.

**LESSOR:**  
**State Center Community College District**

**LESSEE:**  
**County of Fresno**

.. *Ornullo*

Christine Miktarian (Jun 5, 2023 15:03 PDT)

By: \_\_\_\_\_  
Christine Miktarian, Vice Chancellor,  
Operations

1171 Fulton Street  
Fresno, CA 93721

*Saf Quintero*  
\_\_\_\_\_  
Saf Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

Attest:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: *A. Seidel*  
\_\_\_\_\_  
Deputy

For accounting use only:

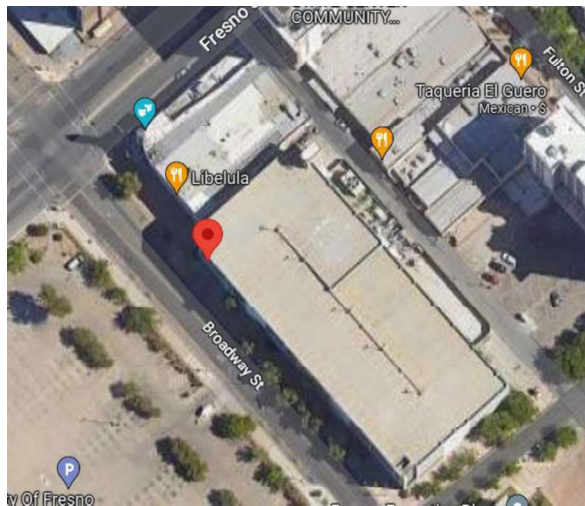
Org No.: 8935  
Account No.: 7340  
Fund No.: 1045  
Subclass No.: 10000

## Exhibit "A"

### Premises

1140 Broadway Plaza, Fresno CA 93721

430 stalls (Floors 3 – 6)



## Exhibit "B"

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the LESSEE of Fresno ("LESSEE"), members of a LESSOR's Board of Trustees (Trustee), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the LESSEE. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter Trustee's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the Trustee's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the LESSEE. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the Trustee that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board of Trustee Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

**EXHIBIT C**

<p>This document is recorded solely for the purposes of and benefit of the COUNTY OF FRESNO, a political subdivision of the State of California. See below for exemptions of this recorded document from recording fees and documentary transfer tax.</p> <p>AND WHEN RECORDED MAIL TO:</p> <p>County of Fresno Director of Internal Services/ Chief Information Officer 333 W. Pontiac Way Clovis, CA 93612</p>	<p>FOR RECORDER'S USE ONLY</p>
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EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTIONS 6103, 27383 AND 27388.1(a)(2)(D)(AB 110, SB 2) AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into this \_\_\_\_ day of \_\_\_\_ 2023, by and between the County of Fresno, a political subdivision of the State of California ("Lessee"), whose address as of the date hereof is 333 W. Pontiac Way, Clovis, California 93612, and State Center Community College District ("Lessor"), whose address is 1171 Fulton Street, Fresno, CA 93721.

A. Lessor represents that it is the sole fee owner of that certain improved real property located in Fresno County, State of California, and having a street address of 1140 Broadway Plaza, Fresno, CA 93721 (the "Real Property");

B. Pursuant to that certain Lease Agreement of the same date as this Memorandum of Lease (the "Lease Agreement"), Lessor has leased to Lessee certain Premises (as defined in the Lease Agreement) located on and constituting a portion of the Real Property;

C. The Lease Agreement is effective on July 1, 2023, and its initial term is one (1) year. Upon the expiration of the initial term, the Lease Agreement shall be renewable for four (4) additional one-year periods;

D. Pursuant to the terms and conditions of the Lease Agreement, this Memorandum is to be recorded in the Official Records of the Fresno County Recorder with respect to the Real Property, for the purpose of memorializing the existence of the Lease Agreement, and the terms and conditions of which inure to the benefit of, and bind the Lessor, the Lessee, and their respective successors and assigns. Any third-party

interested in obtaining information about the Lease Agreement may contact the parties at the above-referenced addresses;

E. A copy of the Lease Agreement may be obtained from the Clerk of the Fresno County Board of Supervisors, 2281 Tulare Street, Fresno, California 93721.

F. This Memorandum of Lease does not constitute the Lease Agreement, and is only an abbreviated form, containing a summary of only a few of the terms and conditions of the Lease Agreement. In the event that there is any inconsistency between this Memorandum of Lease and the Lease Agreement, the terms and conditions of the Lease Agreement shall prevail over this Memorandum of Lease.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the day and year first above written.

LESSOR:  
STATE CENTER COMMUNITY  
COLLEGE DISTRICT

LESSEE:  
COUNTY OF FRESNO:

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

By: \_\_\_\_\_  
Robert W. Bash, Director of Internal Services/  
Chief Information Officer

[Notary Attestation-Attached]

[Notary Attestation-Attached]

# CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

# CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)