

L-312-P
Manco-Abbott/Kerman/DSS/5610/Perm

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter LEASE) is made and entered into this 6th day of June, 2017, by and between KERMAN SHOPPING PLAZA, LLC, 990 Highland Dr., Suite #200, Solana Beach, CA 92075, (hereinafter LESSOR), and the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 21st Floor, Room 2101, Fresno, CA 93721-2106 (hereinafter LESSEE). LESSOR and LESSEE shall also be referred to herein singularly as a "Party" and collectively as "Parties."

1. LEASED PREMISES - LESSOR hereby leases to LESSEE approximately 10,150 rentable square feet of office space at the location commonly known as 15160 – 15188 W. Whitesbridge Road, Kerman, CA 93630 (hereinafter the "Premises").

2. TERM –

a. The primary term of this Lease shall be for approximately eight (8) years (the "Primary Term") commencing on the date LESSEE first takes occupancy of the Premises ("Commencement Date"), as set forth in a written acknowledgement signed by LESSOR and LESSEE's Director of Internal Services specifying that LESSOR has substantially completed the Tenant Improvements provided for in Section 10 hereinbelow and a building occupancy permit, has been issued by the local governing agency. It is understood by the parties herein that LESSEE's occupancy of the Premises shall commence only after said written acknowledgement is executed. If the Commencement Date is not the first day of a calendar month, then the Primary Term shall include both the partial calendar month, and a full eight-year term starting thereafter on the first day of the month following such partial calendar month.

b. The LESSEE shall have the option to extend the Primary Term for one (1) additional two-year period by providing written notice of its intentions to LESSOR at least six (6) months prior to the expiration of the Primary Term.

3. RENT - LESSEE shall pay rent on a monthly basis for the Premises ("Base Rent") beginning on the Commencement Date (subject to Section 4 hereinbelow), at the rate

shown in the below payment schedule. Beginning with Year 2, the Base Rent shall increase by two percent (2%) and by an additional 2% each Year of the Primary Term. If the County executes the option to extend the Base Rent Shall for Year 9 shall increase by four percent (4%), and year 10 shall increase by two percent (2%):

Rent Period	Rent/Month
Year One	\$ 12,687.50
Year Two	\$ 12,941.25
Year Three	\$ 13,200.08
Year Four	\$ 13,464.08
Year Five	\$ 13,733.36
Year Six	\$ 14,008.03
Year Seven	\$ 14,288.19
Year Eight	\$ 14,573.95
Year Nine	\$ 15,156.91
Year Ten	\$ 15,460.05

4. ADDITIONAL RENTS – In addition to the Base Rent, LESSEE shall pay an amount equal to its pro-rata share of Common Area Maintenance, which includes Property Taxes and Insurance, calculated as follows: LESSEE'S proportionate share of such costs shall be equal to the ratio of its ground floor square footage (10,150 square feet) of the leased premises to the total square footage of all building leasable space in the shopping center. LESSOR shall estimate such costs during each year of the Lease and LESSEE shall pay one-twelfth of such annual estimate each month, and at the same time as the payment of the Base Rent. After the expiration of each lease year, LESSOR shall advise LESSEE of the actual amount spent and, if LESSEE's proportionate share of the actual costs is greater than the amount paid from the estimated amounts, then LESSEE shall promptly pay LESSOR such extra amount. Conversely, if the actual amount is less than LESSEE had paid due to such estimate, then LESSOR shall credit LESSEE with such excess amount against LESSEE's next payments due for such items, except at the expiration of the Lease in which event LESSOR shall promptly pay LESSEE such excess amount in cash.

5. RENT ABATEMENT – LESSEE shall not be obligated hereunder to pay any Base Rent for the first two (2) full calendar months of the Primary Term.

6. UTILITIES – LESSEE shall pay directly those metered costs for its use of

1 natural gas and electricity, water, garbage, sewer and all costs associated with its use of
2 telephone service.

3 7. USE – LESSEE shall use the Premises as office space for its Department of
4 Social Services or for any other County of Fresno department, office, or agency. LESSEE
5 agrees to comply with all applicable laws, ordinances and regulations in connection with such
6 use.

7 LESSOR covenants that: (i) the Premises are suitable for the intended use; (ii) the
8 Premises are in compliance with all applicable laws, ordinances and regulations, including but
9 not limited to safety regulations, health and building codes; and (iii) the Premises shall remain
10 in such compliance throughout the term of this LEASE, subject to any changes made to the
11 Premises by LESSEE during the period this Lease is in force.

12 8. MAINTENANCE AND REPAIRS – LESSOR shall be responsible for all exterior
13 and interior maintenance, including repair of air conditioning, heating units, plumbing systems,
14 electrical systems, interior light fixture ballasts, fire sprinkler system, roof, painting, flooring,
15 landscape, parking and other common area maintenance at the Premises. LESSOR is also
16 responsible for the structural condition of the building and agrees that the building will always
17 be maintained in a condition acceptable for the LESSEE'S intended use of the Premises.
18 Notwithstanding any of the foregoing, LESSOR shall have no responsibility to repair any
19 damage to the Premises caused by LESSEE.

20 In the event building systems such as air conditioning and heating units' malfunction,
21 restroom fixtures are not draining properly, or water intrusion, leaks or other events that
22 immediately impact the occupancy of the Premises by LESSEE occur, LESSOR (or
23 LESSOR'S property manager) shall use all commercially-reasonable efforts to respond within
24 twenty-four (24) hours after contact by LESSEE to initiate repairs and (if required) replace
25 equipment to restore the systems to full working order. Structural issues, including but not
26 limited to damaged doors, walls, roof, and windows shall be a priority, and LESSOR or its
27 property manager shall use all commercially-reasonable efforts to address such issues within
28 the same day such are reported. LESSOR covenants that the Premises shall be maintained in

substantially the same condition as that existing at the commencement of this LEASE.

9. JANITORIAL SERVICES AND COST – LESSOR, at LESSOR's sole initial cost and expense (subject to paragraph 2 of this Section 9), shall procure and provide janitorial services and supplies at the Premises (hereinafter "Janitorial Services"). The Janitorial Services shall be provided five (5) days per week and will include the services and supplies as described in Exhibit "A", attached hereto and by this reference incorporated herein.

LESSEE shall reimburse LESSOR for LESSOR's actual monthly cost of Janitorial Services, plus pay LESSOR an administrative fee of ten percent (10%) of such amount for LESSOR's administration of same (hereinafter "Janitorial Cost") within forty-five (45) days from receipt of LESSOR's approved invoice(s). This monthly Janitorial Cost shall be in addition to the Base Rent. LESSOR shall mail an invoice by the fifteenth (15th) day of each month for the Janitorial Cost to: County of Fresno, Department of Social Services, Attn: DSS Business Office, Kerman – DSS, P.O. Box 1912, Fresno, CA 93718.

LESSOR and LESSEE may agree to select a different janitorial service to correct deterioration in the quality of the janitorial service, or for any other reason mutually agreed upon by the parties.

10. LESSEE IMPROVEMENTS TO PREMISES/PAYMENT TERMS - LESSOR shall construct tenant improvements (hereinafter "Tenant Improvements") as described in Exhibit "B", attached hereto and incorporated herein by reference. LESSOR shall use commercially reasonable efforts to ensure that Tenant Improvements are completed within 240 days of the execution of this Lease. The final Tenant Improvements drawings, plans and specifications shall be approved in writing by both LESSOR and LESSEE's Director of Social Services, or their respective authorized representatives. Further, any modifications to Exhibit "B" or to the final Tenant Improvement drawings, plans and specifications shall be approved in writing by such authorized representatives of both LESSOR and LESSEE prior to commencement of construction of such modifications, which approval shall not be unreasonably withheld or delayed. LESSOR shall provide all labor, material and equipment for the completion of the above-described work in accordance with Exhibit "B", and the final

1 Tenant Improvement drawings, plans and specifications.

2 LESSOR and LESSEE agree that the total cost for the Tenant Improvements shall not
3 exceed the sum of \$1,161,249.00. LESSOR shall contribute \$152,250.00 toward the total
4 cost,. LESSEE shall pay to LESSOR the remaining principal amount not to exceed
5 \$1,008,999.00, as follows: LESSEE'S cost for the Tenant Improvements (the "TI Rent") shall
6 be amortized over eight (8) years and shall accrue interest at 8% per year as described in
7 Exhibit "C", attached hereto and by this reference incorporated herein; provided, however, that
8 LESSOR and LESSEE agree that Exhibit "C" is intended as a hypothetical amortization
9 schedule and upon determination of LESSEE'S actual shared cost of the Tenant
10 Improvements, the hypothetical amortization schedule will be replaced with an amortization
11 schedule reflecting the actual cost and payment terms of the Tenant Improvements. LESSEE
12 shall make monthly payments to LESSOR for LESSEE'S share of the Tenant Improvements,
13 which shall be in addition to the Base Rent.

14 Should either party to this LEASE terminate this LEASE for any reason prior to
15 completion of the eight (8) year amortization period to pay for the Tenant Improvements
16 described in this Section 10, then LESSEE shall pay to LESSOR, in one lump sum, an amount
17 equal to the unamortized principal balance of LESSEE's share of the cost of the Tenant
18 Improvements within forty-five (45) days after the LEASE termination date.

19 11. COMPLIANCE WITH ALL LAWS – As to the Premises, LESSOR
20 acknowledges public funds are used for payments made by LESSEE under this LEASE and
21 for "public works" projects. Accordingly, LESSOR shall comply with, and shall ensure
22 compliance by all contractors and subcontractors with, all applicable laws and regulations,
23 including the payment of prevailing wages pursuant to Section 1770 et. seq. of the Labor
24 Code.

25 12. BREACH OF OBLIGATION TO MAINTAIN - In the event LESSOR breaches its
26 obligation to maintain the Premises as herein provided, LESSEE shall give written notice to
27 LESSOR within fifteen (15) days of the discovery of such breach. LESSOR shall then have
28 thirty (30) days from the date of notice to cure its breach; however, that if such default

continues for thirty (30) days after written notice thereof from LESSEE to LESSOR then LESSOR will not be in default hereunder if within such thirty (30) day period, LESSOR commences the curing of such default and diligently and in good faith prosecutes the same to completion. If the period for cure expires and if, in LESSEE'S sole and reasonable determination, LESSOR has failed to cure, then LESSEE may, at its election:

- (A) terminate this LEASE by providing thirty (30) days prior written notice. In such case, LESSEE shall have the right to demand LESSOR refund any monies which, in the reasonable judgment of LESSEE, 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.

13. DESTRUCTION OR DAMAGE FROM CASUALTY - If the Premises are damaged or destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature (hereinafter "Casualty"), then LESSOR shall either promptly and diligently repair the damage at its own cost, or terminate this LEASE as provided hereinbelow.

- (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 (hereinafter "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 immediately prior to such 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

1 compensation for any loss of business, or any inconvenience or annoyance
2 arising from repair of the Premises as a result of the Casualty except for rent
3 reduction as hereinafter provided. LESSEE shall be responsible at its sole cost
4 and expense for the replacement of its personal property.

5 (B) LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect
6 to terminate this LEASE due to Casualty if: the Premises have been destroyed or
7 substantially destroyed by said Casualty; and the estimated time to repair the
8 Premises exceeds sixty (60) days from the date of the Casualty. LESSOR shall
9 provide LESSEE with written notice of its election to terminate within thirty (30)
10 days after the date of Casualty, specifying a termination date not less than thirty
11 (30) days from the date of said notice.

12 (C) Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S obligation
13 to pay rent shall be reduced beginning on the date of the Casualty. Such
14 reduction shall be proportional to the damage caused to the Premises by the
15 Casualty as reasonably determined by LESSEE and LESSOR. If LESSOR elects
16 to repair the Premises pursuant to the terms of this LEASE, then the rent
17 reduction shall continue until the date of substantial completion of repair.

18 (D) LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not receive a
19 Notice of Repair from LESSOR within thirty (30) days after a Casualty, or if the
20 anticipated period of repair contained in the Notice of Repair exceeds sixty (60)
21 days, then LESSEE may elect to terminate this LEASE by providing thirty (30)
22 days prior written notice to LESSOR. In such case, LESSEE shall have the right
23 to demand that LESSOR refund any monies which, in the judgment of LESSEE,
24 were paid to LESSOR pursuant to the LEASE but which were not earned by
25 LESSOR by consequence of the Casualty (for example, Base Rent or Additional
26 Rent paid in advance for the month of such Casualty). Upon receipt of such
27 demand, LESSOR shall promptly refund all such monies.

28 14. TERMINATION NOTICES – In the case of LESSEE, the County Administrative

Officer, Director of Internal Services/Chief Information Officer, Director of Social Services or a designee of one of them, shall have the power to provide termination notices as described herein to terminate this LEASE. Termination of this Agreement must be approved by the County of Fresno Board of Supervisors.

15. 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 at any time by giving at least thirty (30) days prior written notice to LESSOR.

16. HOLD HARMLESS – LESSOR agrees to indemnify, save, hold harmless, and at LESSEE'S request, defend the LESSEE, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to LESSEE in connection with the performance, or failure to perform, by LESSOR, its officers, agents, or employees under this LEASE, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform of LESSOR, its officers, agents, or employees under the LEASE. This LEASE is made upon the expressed condition that the LESSEE is to be free of all liability, damages or injury arising from structural failures of the Leased Premises, including, but not limited to, external walls, glass, doors, roof and floor. The parties acknowledge that as between LESSOR and LESSEE, each is responsible for the negligence of its own employees and invitees.

17. INSURANCE - Without limiting the LESSEE'S right to obtain indemnification from LESSOR or any third parties, LESSOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance throughout the term of this Lease:

- a. Commercial General Liability - Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. LESSEE may require specific

coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the nature of this contract.

b. Automobile Liability - Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this LEASE, if any.

c. Worker's Compensation - A policy of Worker's Compensation insurance as may be required by the California Labor Code.

LESSOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno (hereinafter "County"), its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this LEASE are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insurance maintained by LESSOR's officers, agents, and employees shall be excess only and not contributing with insurance provided under LESSOR'S policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within (30) days from the date LESSOR executes this LEASE, LESSOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Attn: ISD Lease Services (L-312-P), 333 W. Pontiac Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and are in full force; that the LESSEE, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the

1 LESSEE, its officers, agents, and employees, individually and collectively, as additional
2 insured, but only insofar as the operations under this LEASE are concerned; that such
3 coverage for additional insured shall apply as primary insurance and any other insurance or
4 self- insurance shall not be cancelled or changed without a minimum of thirty (30) days
5 advance written notice given to LESSEE.

6 In the event LESSOR fails to keep in effect at all times insurance coverage as herein
7 provided, the LESSEE may, in addition to other remedies it may have, suspend or terminate
8 this Lease upon the occurrence of such event.

9 All policies shall be with admitted insurers licensed to do business in the State of
10 California. Insurance purchased shall be purchased from companies possessing a current A.M
11 Best Company rating of A FSC VII or better.

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

15 a. Commercial General liability insurance with limits of not less than One
16 Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of not less than Two
17 Million Dollars (\$2,000,000.00). This policy shall be issued on an occurrence basis

18 b. All-Risk property insurance.

19 18. SURRENDER OF POSSESSION - Upon the expiration or termination of this
20 LEASE, LESSEE will surrender the Premises to LESSOR in such condition as existing at the
21 commencement of this LEASE, less reasonable wear and tear, less the effects of any
22 Casualty as herein defined, and less the effects of any breach of LESSOR'S covenant to
23 maintain. LESSEE will not be responsible for any damage which LESSEE was not obligated
24 hereunder to repair.

25 19. FIXTURES - LESSOR agrees that any equipment, fixtures or apparatus
26 installed in or on the Premises by LESSEE shall continue to be the property of LESSEE and
27 may be removed by LESSEE at any time. LESSEE shall repair any damage caused by the
28 removal of fixtures. Any fixtures not removed when LESSEE surrenders possession shall

become the property of LESSOR.

20. RIGHT OF ENTRY - LESSOR, or its representative(s), upon giving 24 hours written notice, or immediately in the event of an emergency, shall have the right to enter the Premises at any time during business hours, or at such other time as LESSEE deems appropriate, to make any alterations, repairs or improvements to the Premises. The normal business of LESSEE or its invitees shall not be unnecessarily inconvenienced.

21. AMENDMENT - This LEASE may only be amended in writing by the mutual consent of the parties, without in any way affecting the remainder.

22. ASSIGNMENT - Neither party shall assign, transfer or sub-let this LEASE, or its rights or duties under this LEASE, without the prior written consent of the other party, which consent shall not be unreasonably withheld or denied, except that LESSOR may sell the Premises or any part thereof, without first obtaining LESSEE's consent. Should LESSOR sell the Premises or any part thereof, LESSOR shall promptly notify LESSEE in writing of such sale.

23. GOVERNING LAW - Venue for any action arising out of or relating to this LEASE shall be in Fresno County, California. This LEASE shall be governed by the laws of the State of California.

24. NOTICES - All notices to be given under this LEASE by either Party to the other Party shall be in writing, and given by any one of the following methods:

(i) Personal delivery; or

(ii) Sent by certified United States mail, first class postage prepaid, with return receipt requested, to the applicable addresses as set forth below, in which case such notice shall be deemed given three (3) business days if LESSOR is the recipient, or three (3) LESSEE business days if LESSEE is the recipient, after such deposit and postmark with the United States Postal Service; or

(iii) Sent by a reputable overnight commercial courier, in which case such notice shall be deemed given one (1) business day if LESSOR is the recipient, or one (1) LESSEE business day if LESSEE is the recipient, after such deposit with that courier to the applicable addresses as set forth below; or

The addresses and telephone numbers of the Parties for purposes of giving receiving notices under this LEASE are as follows:

LESSEE:

County of Fresno (L-312)
Robert W. Bash, Director of Internal
Services/Chief Information Officer
333 W. Pontiac
Clovis, CA 93612

LESSOR:

KERMAN SHOPPING PLAZA, LLC.
990 Highland Dr., Suite #200
Solana Beach, CA 92075
Attention: Matthew C. Strauss

Provided however, such notices may be given to such person or at such other place as either of the Parties may from time to time designate by giving written notice to the other Party, and provided further however, in any event, notices of changes of address or termination of this LEASE shall not be effective until actual delivery of such notice. Notices given hereunder shall not be amendments or modifications to this LEASE.

25. INDEPENDENT CONTRACTOR - In performance of the work, duties and obligations assumed by LESSOR under this LEASE, it is mutually understood and agreed that LESSOR, including any and all of the LESSOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the LESSEE. Furthermore, LESSEE shall have no right to control or supervise or direct the manner or method by which LESSOR shall perform its work and function. However, LESSEE shall retain the right to administer this LEASE so as to verify that LESSOR 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 its status as an independent contractor, LESSOR shall have absolutely no right to employment rights and benefits available to LESSEE'S employees. LESSOR shall be solely liable and responsible for providing to, or on behalf of its employees, all legally-required employee benefits. In addition, LESSOR shall be solely responsible and save LESSEE

harmless from all matters relating to payment of LESSOR'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.

26. 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.

Members of LESSOR'S Board of Directors shall disclose any self-dealing transactions that they are a party to while LESSOR is providing goods or performing services under this LEASE. A self-dealing transaction shall mean a transaction to which the LESSOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form Exhibit "D", attached hereto and by this reference incorporated herein, and submitting it to the County of Fresno prior to commencing with the self-dealing transaction or immediately thereafter.

27. AUTHORITY

(a) Each individual executing this LEASE on behalf of LESSOR represents and warrants that such individual is duly authorized to execute and deliver this LEASE on behalf of Kerman Shopping Plaza, LLC, and that this LEASE is binding upon Kerman Shopping Plaza, LLC, in accordance with its terms.

(b) Each individual executing this LEASE on behalf of LESSEE represents and warrants that such individual is duly authorized to execute and deliver this LEASE on behalf of THE COUNTY OF FRESNO, and that this LEASE is binding upon THE COUNTY OF FRESNO, in accordance with its terms.

28. ENTIRE LEASE - This LEASE, including the Exhibits attached hereto, 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.

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This LEASE shall be binding on and inure to the benefit of LESSOR'S heirs, successors and assigns. EXECUTED as of the date first herein written.

LESSEE:
COUNTY OF FRESNO

By Brian Pacheco, Chairman
Board of Supervisors

ATTEST: BERNICE E. SEIDEL, CLERK
BOARD OF SUPERVISORS

By Rose Cuyler
Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By James J. Smith
Deputy

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, C.P.A.
TAX COLLECTOR AUDITOR-
CONTROLLER/TREASURER

By Law D. Fer

RECOMMENDED FOR APPROVAL:

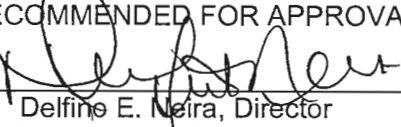
By Robert W. Bash
Robert W. Bash, Director of Internal
Services/Chief Information Officer

LESSOR:
KERMAN SHOPPING PLAZA, LLO.

By Matthew C. Strauss
Matthew C. Strauss, its Manager

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L-312-P
Manco Abbott/Kerman/DSS/5610/Perm
RECOMMENDED FOR APPROVAL:

By 
Delfino E. Neira, Director
Department of Social Services

Fund 0001
Subclass 10000
Org No. 5610
Acct. No. 7340

Kerman/L-312-P Manco-Abbott/DSS

EXHIBIT "A"
JANITORIAL DUTIES
L-312-P

PERFORMED DAILY

- Vacuum all carpeted areas
- Sweep and/or dry mop floors
- Dust cleared desk and table surfaces, clean counters
- Empty all waste baskets and dispose of trash in appropriate trash bins
- Clean smudges and unsightly appearances from door jambs, light switches, glass partitions and counters
- Clean and sanitize all sinks, toilets and urinals
- Clean all restroom mirrors, tile and splash walls
- Spot clean restroom walls and partitions
- Refill supplies in restroom (paper towels, toilet tissue, soap, etc)

PERFORMED EVERY MONTH

- Dust all blinds and sills

PERFORMED AS REQUIRED

- Wet mop floors
- Remove interior cobwebs
- Dust wall picture frames and partition tops
- High dust, including walls, light fixtures, vents and ledges above normal reach door ledges
- Wash/clean light fixtures, walls, A/C vents
- Dust/clean baseboards
- Spot clean carpets
- Steam clean all carpets
- Strip and wax all vinyl and tile flooring
- Interior windows
- Exterior windows

Tenant Improvements

- Demolition of the existing slab on grade for new restroom locations, saw cut and removal
 - Concrete patch back of all concrete as needed
 - Metal Stud Drywall figured as Interior walls that are framed and finished to 10'-6", which will be 6" above acoustic Ceiling height. We have budgeted 750LF of wall framing for the project
 - Paint figured to be 1 coat primer with 2 coats of finish on all finished wall surfaces
 - Budget includes up to 250LF of built in cabinetry with Standard Wilson Art Plastic laminate fronts and Plastic Laminate tops
 - Budget includes up to 20 Doors and Frames, Figured to be Western Integrated Clear Anodized Door frames with Paint Grade doors, All associated Hardware and installation is included
 - Acoustic Ceiling is figured to be an upgraded Second look ceiling tile
 - Budget includes 6,000 SF of Carpet Tile flooring
 - Budget Includes 3,000 SF of VCT flooring
 - Budget includes 1,290 SF of Ceramic Tile
 - Budget Includes 2 Large Restrooms for Waiting room with 5 Toilet Fixtures and 2 Sinks per Bathroom with Toilet Partitions and Toilet Accessories per ADA Standards
 - Budget Includes 2 Large Restrooms with 5 Toilet Fixtures and 2 Sinks per Bathroom with Toilet Partitions and Toilet Accessories per ADA Standards
 - Break Room to include upper and lower cabinets with sink and refrigerator connections
 - All required ADA Signage is included
 - All Fire Extinguishers is included
 - Budgets are included for the following systems:
 - Fire Sprinklers
 - HVAC Ducting and Registers
 - Plumbing
 - Electrical
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Tenant Improvements **Amortization Schedule**

Year	Monthly	Annual
Year One	\$ 14,263.90	\$ 171,166.74
Year Two	\$ 14,263.90	\$ 171,166.74
Year Three	\$ 14,263.90	\$ 171,166.74
Year Four	\$ 14,263.90	\$ 171,166.74
Year Five	\$ 14,263.90	\$ 171,166.74
Year Six	\$ 14,263.90	\$ 171,166.74
Year Seven	\$ 14,263.90	\$ 171,166.74
Year Eight	\$ 14,263.90	\$ 171,166.74

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. 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 utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Mail the completed form to:

County of Fresno
Attn: Lease Services (L-289)
Internal Services Department
2220 Tulare Street, Suite 2100
Fresno, CA 93721-2106

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