

**LEASE AGREEMENT**

This Lease Agreement (“Agreement”) is dated \_\_\_\_\_ and is between Rosenberg Associates, a California Limited Partnership (“Lessor”), and the County of Fresno, a political subdivision of the State of California (“Lessee”).

**Article 1**

**Leased Premises**

**1.1 Leased Premises.** The Lessor hereby leases to the Lessee the office space at the location commonly known as 2048 N. Fine Avenue, Suites 102 and 112, Fresno, CA 93727 (the “Premises”). The Lessor represents that the Premises is approximately 23,308 square feet as shown in Exhibit “A”.

Lessee shall have the right to free daily parking of passenger vehicles by its employees and visitors in the parking facility designated by Lessor at no additional charge to Lessee, subject to all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility, including any sticker or other identification system established by Lessor.

**1.2 Covenants.** The 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, including, without limitation, the Americans with Disabilities Act and that the Premises shall remain in such compliance throughout the term of this Agreement.

**1.3 Compliance with Laws.** The Lessor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

**Article 2**

**Lessee’s Responsibilities**

**2.1** The Lessee shall use the Premises as office space. The Lessee agrees to comply with applicable laws, ordinances and regulations in connection with such use.

**Article 3**

**Rent, Invoices, and Payments**

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2  
3       **3.1**     In consideration for Lessee’s use of the Premises, Lessee shall pay to the  
4 Lessor rent for the use of its Premises under this Agreement and as described in Exhibit B  
5 to this Agreement, entitled “Rent Schedule.”

6       **3.2**     Lessor acknowledges that Lessee is a local government entity and does so  
7 with notice that Lessee’s powers are limited by the California Constitution and by State  
8 law.

9       **3.3     Payment.** The Lessee shall pay rent for each month on the first day of each  
10 month.

11       **3.4     Incidental Expenses.** The Lessor is solely responsible for all of its costs and  
12 expenses that are not specified as payable by the Lessee under this Agreement.

13       **3.5     Building Operating Costs.**

14           (A) The Lessor shall be responsible for all Building operating expenses, including  
15 real property taxes, building fires and structural insurance, and property management  
16 costs. Notwithstanding anything herein, to the contrary, Lessee shall be responsible for  
17 its data, telephone and computer network systems.

18           (B) Lessee shall pay, prior to delinquency, all taxes against, or levied upon, trade  
19 fixtures, furnishings, equipment and all other personal property of Lessee located in the  
20 Premises. In the event any or all Lessee’s trade fixtures, furnishings, equipment and  
21 other personal property be assessed and taxed property of Lessor, Lessee shall pay  
22 Lessor, within (10) days after delivery to Lessee by Lessor of a written statement setting  
23 forth such amount, the amount of such taxes only applicable to Lessee’s Property.

24       **3.6     Utilities.** Lessee shall pay those metered costs associated with its use of  
25 natural gas and electricity, water, garbage, and sewage fees in addition to the rent. Lessee  
26 shall also pay for all costs associated with its use of the telephone service, internet  
27 communication and security services. Nonpayment notice for the City of Fresno utilities  
28 will be delivered to Lessor.

1 **Article 4**

2 **Term of Agreement**

3 **4.1 Term.** This Agreement is effective on March 1, 2026, and terminates on June 30,  
4 2026. At the end of the Term, Lessee may carry over the lease on a on a month-to-month  
5 basis under the same conditions and at the same rent as that of June 30, 2026. The  
6 extension of this Agreement by the Lessee is not a waiver or compromise of any default or  
7 breach of this Agreement by the Lessor existing at the time of the extension whether or not  
8 known to the Lessee.

9 **Article 5**

10 **Notices**

11 **5.1 Contact Information.** The persons and their addresses having authority to  
12 give and receive notices provided for or permitted under this Agreement include the  
13 following:

14 **For the Lessee:**

15 County of Fresno  
16 Director of General Services  
17 333 W. Pontiac Way  
18 Clovis, CA 93612  
19 GSDContracts@fresnocountyca.gov

20 **For the Lessor:**

21 Rosenberg Associates  
22 Attn: Vicki Rosenberg  
23 P.O. Box 137  
24 San Ardo, CA 93450  
25 (831) 596-2671

26 **5.2 Change of Contact Information.** Either party may change the information in  
27 section 5.1 by giving notice as provided in section 5.3.



1 (A) Modify the services provided by the Lessor under this Agreement; or

2 (B) Terminate this Agreement.

3 **6.2 Termination for Breach.**

4 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
5 occurred, the Lessee may give written notice of the breach to the Lessor. The written  
6 notice may suspend performance under this Agreement and must provide at least 30 days  
7 for the Lessor to cure the breach.

8 (B) If the Lessor fails to cure the breach to the Lessee's satisfaction within the time  
9 stated in the written notice, the Lessee may terminate this Agreement immediately.

10 (C) For purposes of this section, a breach occurs when, in the determination of the  
11 Lessee, the Lessor has:

12 (1) Obtained or used funds illegally or improperly;

13 (2) Failed to comply with any part of this Agreement;

14 (3) Submitted a substantially incorrect or incomplete report to the Lessee; or

15 (4) Improperly performed any of its obligations under this Agreement.

16 **6.3 Termination without Cause.** Either Party may terminate this Lease  
17 Agreement after the initial Term by providing a written 60-days' notice to the non-  
18 terminating Party, specifying the termination date.

19 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the  
20 Lessee under this Article 6 is without penalty to or further obligation of the Lessee.

21 **6.5 Lessee's Rights upon Termination.** Upon termination for breach under this  
22 Article 6, the Lessee may demand repayment by the Lessor of any monies disbursed to  
23 the Lessor under this Agreement that, in the Lessee's sole judgment, were not expended  
24 in compliance with this Agreement. The Lessor shall promptly refund all such monies upon  
25 demand. This section survives the termination of this Agreement.



1 **Article 9**

2 **Insurance**

3 **9.1** The Lessor shall comply with all the insurance requirements in Exhibit D to this  
4 Agreement.

5 **Article 10**

6 **Inspections, Audits, and Public Records**

7 **10.1 Inspection of Documents.** The Lessor shall make available to the Lessee,  
8 and the Lessee may examine at any time during business hours and as often as the  
9 Lessee deems necessary, all of the Lessor's records and data with respect to the matters  
10 covered by this Agreement, excluding attorney-client privileged communications. The  
11 Lessor shall, upon request by the Lessee, permit the Lessee to audit and inspect all of  
12 such records and data to ensure the Lessor's compliance with the terms of this  
13 Agreement.

14 **10.2 State Audit Requirements.** If the compensation to be paid by the Lessee  
15 under this Agreement exceeds \$10,000, the Lessor is subject to the examination and audit  
16 of the California State Auditor, as provided in Government Code section 8546.7, for a  
17 period of three years after final payment under this Agreement. This section survives the  
18 termination of this Agreement.

19 **10.3 Public Records.** The Lessee is not limited in any manner with respect to its  
20 public disclosure of this Agreement or any record or data that the Lessor may provide to  
21 the Lessee. The Lessee's public disclosure of this Agreement or any record or data that  
22 the Lessor may provide to the Lessee may include but is not limited to the following:

23 (A) The Lessee may voluntarily, or upon request by any member of the public or  
24 governmental agency, disclose this Agreement to the public or such governmental agency.

25 (B) The Lessee may voluntarily, or upon request by any member of the public or  
26 governmental agency, disclose to the public or such governmental agency any record or  
27 data that the Lessor may provide to the Lessee, unless such disclosure is prohibited by  
28 court order.

1 (C) This Agreement, and any record or data that the Lessor may provide to the  
2 Lessee, is subject to public disclosure under the Ralph M. Brown Act (California  
3 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

4 (D) This Agreement, and any record or data that the Lessor may provide to the  
5 Lessee, is subject to public disclosure as a public record under the California Public  
6 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning with  
7 section 7920.200) ("CPRA").

8 (E) This Agreement, and any record or data that the Lessor may provide to the  
9 Lessee, is subject to public disclosure as information concerning the conduct of the  
10 people's business of the State of California under California Constitution, Article 1, section  
11 3, subdivision (b).

12 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
13 respect to any record or data that the Lessor may provide to the Lessee shall be  
14 disregarded and have no effect on the Lessee's right or duty to disclose to the public or  
15 governmental agency any such record or data.

16 **10.4 Public Records Act Requests.** If the Lessee receives a written or oral request  
17 under the CPRA to publicly disclose any record that is in the Lessor's possession or  
18 control, and which the Lessee has a right, under any provision of this Agreement or  
19 applicable law, to possess or control, then the Lessee may demand, in writing, that the  
20 Lessor deliver to the Lessee, for purposes of public disclosure, the requested records that  
21 may be in the possession or control of the Lessor. Within five business days after the  
22 Lessee's demand, the Lessor shall (a) deliver to the Lessee all of the requested records  
23 that are in the Lessor's possession or control, together with a written statement that the  
24 Lessor, after conducting a diligent search, has produced all requested records that are in  
25 the Lessor's possession or control, or (b) provide to the Lessee a written statement that  
26 the Lessor, after conducting a diligent search, does not possess or control any of the  
27 requested records. The Lessor shall cooperate with the Lessee with respect to any Lessee  
28 demand for such records. If the Lessor wishes to assert that any specific record or data is

1 exempt from disclosure under the CPRA or other applicable law, it must deliver the record  
2 or data to the Lessee and assert the exemption by citation to specific legal authority within  
3 the written statement that it provides to the Lessee under this section. Lessor's assertion  
4 of any exemption from disclosure is not binding on the Lessee, but the Lessee will give at  
5 least 10 days' advance written notice to the Lessor before disclosing any record subject to  
6 Lessor's assertion of exemption from disclosure. Lessor shall indemnify the Lessee for any  
7 court-ordered award of costs for attorney fees under the CPRA that results from the  
8 Lessor's delay, claim of exemption, failure to produce any such records, or failure to  
9 cooperate with the Lessee with respect to any Lessee demand for any such records.

## 10 **Article 11**

### 11 **Disclosure of Self-Dealing Transactions**

12 **11.1 Applicability.** This Article 11 applies if Lessor is operating as a corporation or  
13 changes its status to operate as a corporation.

14 **11.2 Duty to Disclose.** If any member of the Lessor's board of directors is party to a  
15 self-dealing transaction, he or she shall disclose the transaction by completing and signing  
16 a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting  
17 it to the Lessee before commencing the transaction or immediately after.

18 **11.3 Definition.** "Self-dealing transaction" means a transaction to which the Lessor  
19 is a party and in which one or more of its directors, as an individual, has a material  
20 financial interest.

## 21 **Article 12**

### 22 **General Terms**

23 **12.1 Maintenance.** The Lessor shall be responsible for the structural condition of  
24 the Premises and for all exterior and interior maintenance, including, but not limited to, the  
25 air conditioning, heating, electrical, windows, plumbing, roof, floor coverings, painting and  
26 graffiti removal, fire/life-safety systems including, but not limited to, fire suppression  
27 systems and alarms and smoke/fire alarm systems, landscaping, and parking lot, and

1 replacing lighting. The Lessor covenants that the Premises shall be maintained in  
2 substantially the same condition as that existing at the commencement of this Agreement.

3 (A) Except as expressly provided as Lessor's obligation above, Lessee shall keep  
4 the premises in good condition and repair. All damage or injury to the Premises or the  
5 Building resulting from the act or negligence of Lessee, its employees, agents or visitors,  
6 guests, invitees or licensees, or by the use of the Premises (other than normal wear and  
7 tear from Lessee's use of the Premises), shall be promptly repaired by Lessee at its sole  
8 cost and expense, to the satisfaction of Lessor. Lessor may make any necessary repairs  
9 which are not promptly made by Lessee as required by this Lease following: (1) Lessee's  
10 receipt of written notice from Lessor, and (2) the reasonable opportunity of Lessee to  
11 make said repair within 30 days of receipt of said written notice. Lessor may thereupon  
12 charge Lessee for the cost of reasonable repairs, which costs shall be paid by Lessee  
13 within 45 days from invoice from Lessor.

14 (B) Lessor agrees to furnish the Premises from 8:00 a.m. to 6:00 p.m. Mondays  
15 through Fridays, excepting local and national holidays, including Christmas Day,  
16 Thanksgiving Day, Labor Day, Memorial Day, New Year's Day and July 4<sup>th</sup>. Air  
17 conditioning and heat shall be provided in such quantities as is reasonably necessary for  
18 the comfortable occupancy of the Premises. In addition, Lessor shall provide electricity for  
19 normal lighting and normal office machines, elevator service and water on the same floor  
20 as the Premises for lavatory and drinking purposes in such reasonable quantities as is  
21 reasonably necessary for general office use, and in compliance with applicable codes.  
22 Lessor shall furnish maintenance services to the Premises five (5) days per week, except  
23 for local and national holidays. Lessee shall comply with all Rules and Regulations which  
24 Lessor may establish for the proper functioning and protection of the common area air  
25 conditioning, heating, elevator, electrical, intrabuilding cabling and wiring and plumbing  
26 systems. Lessor may comply with mandatory or voluntary controls or guidelines  
27 promulgated by any government entity relating to the use or conservation of energy, water,  
28 gas, light, or electricity or the reduction of automobile or other emissions without creating

1 any liability of Lessor to Lessee under this Lease, as long as compliance with voluntary  
2 controls or guidelines does not interfere with Lessee's permitted use of the Premises  
3 under this Lease. Lessee agrees to pay for all utilities and other services utilized by  
4 Lessee, and any additional Building services furnished to Lessee that exceed what is  
5 normally required for office use as stated in this section, and which are not uniformly  
6 furnished to all tenants of the Building, at the rate generally charged by Lessor to tenants  
7 of the Building for such utilities or services. Lessee shall cooperate with Lessor's voluntary  
8 energy conservation measures, provided such energy conservation measures, including  
9 Lessor's actions to convert the building to a "Green Building", do not interfere with  
10 Lessee's reasonable use of the Premises. Notwithstanding anything herein to the contrary,  
11 Lessee shall fully cooperate with Lessor with any government-mandated energy  
12 regulations.

13 (C) Lessee will not, without the prior reasonable written consent of Lessor, use any  
14 apparatus or device in the Premises which will in any way unreasonably increase the  
15 amount of electricity or water usually furnished or supplied for use of the Premises as  
16 general office space; nor connect any apparatus, machine or device with water pipes or  
17 electric current (except through existing electrical outlets and pipe connections in the  
18 Premises), for the purpose of using electricity or water. Lessee agrees that Lessor shall be  
19 the sole and exclusive representative with respect to, and shall maintain exclusive control  
20 over, the reception, utilization and distribution of electrical power, regardless of point or  
21 means of origin, use or generation. Lessee shall not have the right to contract directly with  
22 any provider of electrical power or services.

23 (D) If Lessee requires heating, ventilation, and/or air conditioning during times other  
24 than those times provided in this section above, Lessee shall give Lessor such advance  
25 notice as Lessor shall reasonably require, and Lessor shall bill Lessee monthly at the  
26 then-current rate set by the local electric utility for such after-hours use.

27 (E) As an exception to events that may occur , in the event Building systems such as  
28 air conditioning and heating units, restroom fixtures are not draining properly, water

1 intrusion or leaks or other events that cause immediate material impact to the occupancy  
2 of the Premises by Lessee, Lessor shall respond within twenty four (24) hours after written  
3 notice by Lessee to Lessor to make repairs and replace equipment to restore the systems  
4 to full working order. Lessor covenants that the Premises shall be maintained in a  
5 condition commensurate to other similar office buildings in the Fresno, CA area.

6 (F) Notwithstanding anything herein to the contrary, but subject to Lessor's obligation  
7 to cure its breach of its covenant to maintain the Premises as stated in this Section 12.1,  
8 Lessor shall not be liable for, and there shall be no rent abatement as a result of any  
9 stoppage, reduction, or interruption of any such services caused by governmental rules,  
10 regulations or ordinances, riot, strike, labor disputes, breakdowns, accidents, necessary  
11 repairs, or other such cause outside of Lessor's control. Further notwithstanding anything  
12 herein to the contrary, but subject to Lessor's obligation to cure its breach of its covenant  
13 to maintain the Premises, (i) such failure, delay, or diminution shall not be considered to  
14 constitute an eviction or a disturbance of Lessee's use and possession of the Premises  
15 and (ii) Lessor shall not be liable under any circumstances for a loss of or injury to property  
16 or for injury to or interference with Lessee's business, including loss of profits through, in  
17 connection with, or incidental to a failure to furnish any of the utilities or services  
18 hereunder.

19 (G) Lessee shall provide its own janitorial services, including all janitorial supplies.

20 **12.2 Breach of Obligation to Maintain.** In the event the Lessor breaches its  
21 obligation to maintain the Premises as herein provided, the Lessee may give written notice  
22 to the Lessor within 15 days of the discovery of such breach. The Lessor shall then have  
23 30 days from the date of notice to cure its breach. If the period for cure expires and if, in  
24 the Lessees' reasonable determination, the Lessor has failed to cure, then the Lessee  
25 may, at their election:

26 (A) Terminate this Agreement as herein after provided. In such case, the Lessee  
27 shall have the right to demand the Lessor refund any monies which, in the judgement of  
28 the Lessee, were paid to the Lessor pursuant to the Agreement but which were not earned

1 by the Lessor by consequence of its breach. Upon receipt of such demand, the Lessor  
2 shall promptly refund all such monies; or

3 (B) Cure the Lessor's breach and deduct the cost of such cure, together with  
4 reasonable administrative costs, from the Lessees' future rent obligation. The Lessee's  
5 decision to cure the Lessor's breach shall not constitute a waiver of any rights or remedies  
6 that Lessee may have arising from this Agreement or by operation of law.

7 **12.3 Destruction or Damage from Casualty.** If the Premises are damaged or  
8 destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a  
9 sudden, unexpected, or unusual nature (hereinafter "Casualty"), then the Lessor shall  
10 either promptly and diligently repair the damage at its own cost, or terminate the  
11 Agreement as hereinafter provided.

12 (A) If the Lessor elects to repair the Casualty damage to the Premises, then it shall  
13 within 30 days after the date of Casualty provide written notice (hereinafter "Notice of  
14 Repair") to the Lessee indicating the anticipated time required to repair. The Lessor shall  
15 bear the cost of all repairs to the Premises, including the cost to repair any alteration or  
16 fixtures installed or attached thereto by the Lessee. Such repairs shall restore the  
17 Premises to substantially the same condition as the existing at the commencement of this  
18 Agreement and shall be made in compliance with all applicable state and local building  
19 codes. The Lessor shall not be liable to the Lessee for compensation for any loss of  
20 business, or any inconvenience or annoyance arising from repair of the Premises as a  
21 result of the Casualty except for rent reduction as hereinafter provided. The Lessee shall  
22 be responsible at its sole cost and expense for the replacement of its personal property.

23 (B) The Lessor may only elect to terminate the Agreement due to Casualty if: the  
24 Premises have been destroyed or substantially destroyed by said Casualty; and the  
25 estimated time to repair the Premises exceeds 240 days from the date of the Casualty.  
26 The Lessor shall provide the Lessee with written notice of its election to terminate within  
27 30 days after the date of Casualty.

1 (C) In the event of Casualty, the Lessee's obligation to pay rent shall be reduced  
2 beginning on the date of the Casualty. Such reduction shall be proportional to the damage  
3 caused to the Premises by the Casualty as determined by the Lessee. If the Lessor elects  
4 to repair the Premises pursuant to the terms of this Agreement, then the rent reduction  
5 shall continue until the date of the local governing body issuing a safe to stock certificate  
6 for the Premises.

7 (D) If the Lessee does not receive a Notice of Repair from Lessor within 30 days  
8 after a Casualty, or if the anticipated period of repair contained in the Notice of Repair  
9 exceeds 240 days, then the Lessee may elect to terminate this Agreement as hereinafter  
10 provided. In such case, the Lessee shall have the right to demand that the Lessor refund  
11 any monies which, in the judgment of the Lessee, were paid to the Lessor pursuant to the  
12 Agreement but which were not earned by the Lessor by consequence of the Casualty.  
13 Upon receipt of such demand, the Lessor shall promptly refund all such monies.

14 **12.4 Surrender of Possession.** Upon the expiration or termination of this  
15 Agreement, the Lessee will surrender the Premises to Lessor in such condition as that  
16 existing at the commencement of this Agreement, less reasonable wear and tear, less the  
17 effects of any Casualty as herein defined, and less the effects of any breach of the  
18 Lessor's covenant to maintain. The Lessee will not be responsible for any damage Lessee  
19 is not obligated hereunder to repair.

20 **12.5 Improvements to the Premises and Alterations.** Lessee shall make no  
21 alterations, installations, changes, or additions in or to the Premises or the Building  
22 (collectively Alterations). Alterations shall not include moveable office furniture, office  
23 furnishings, or office equipment.

24 (A) Lessee may request that Lessor perform minor Alterations to the Premises.  
25 Such improvements may include such improvements as upgrades to door fixtures, the  
26 addition of electrical outlets, and other similar minor improvements. Subject to Lessor's  
27 approval, Lessor agrees to provide Lessee with an estimate of the cost of such Alterations.  
28 Upon Lessee's approval of the estimate provided by Lessor, Lessor shall perform the

1 improvements. Lessee agrees to reimburse Lessor for the actual cost of such approved  
2 Alterations. An invoice for this cost shall be provided to Lessee after the completion of the  
3 Alterations and will be paid by Lessee to Lessor within 45 days of receipt of the invoice.  
4 Such Alterations shall not exceed a total of \$30,000 for the full Term of this lease.

5 (B) Lessee shall keep the Premises and the Building free from any mechanic's liens,  
6 vendors liens, or any other liens arising out of any work performed, materials furnished or  
7 obligations incurred by Lessee, and Lessee agrees to defend, indemnify and hold lessor  
8 harmless from and against any such lien or claim or action thereon, together with costs of  
9 suit and reasonable attorneys' fees and costs incurred by Lessor in connection with any  
10 such claim or action. All expenses (including reasonable attorneys' fees) incurred by  
11 Lessor in connection with any such liens shall be considered Additional Rent under this  
12 Lease and shall be payable by Lessee within 45 days of an invoice provided by Lessor to  
13 Lessee.

14 **12.6 Fixtures.** The Lessor agrees that any equipment, fixtures or apparatus  
15 installed in or on the Premises by the Lessor shall continue to be the property of that  
16 governmental entity and may be removed by that governmental entity at any time. The  
17 respective governmental entity shall repair damage caused by the removal of its fixtures.  
18 Any fixtures not removed with the Lessee surrender possession shall become the property  
19 of the Lessor.

20 **12.7 Right of Entry.**

21 (A) Lessor, or its representative(s), upon twenty-four (24) hour notice, shall have the  
22 right to enter the Premises at any time during business hours, or at such other time as  
23 the Lessee deems it appropriate to make any alterations, repairs or improvements to the  
24 Premises. The normal business of the Lessee or its invitees shall not be unnecessarily  
25 inconvenienced. In the event of an emergency, the Lessor may enter the Premises at  
26 any time without giving prior notice to the Lessee.

27 (B) Lessor, or its representative(s), upon twenty-four (24) hour notice, shall have the  
28 right to enter the Premises at any time during business hours, or at such other time as

1 the Lessee deems appropriate, with a County chaperone, to allow tours of the Premises.

2 Access shall be requested at the following contacts:

3 Probation Department

4 Email: probationMSS@fresnocountyca.gov

5 Yussel Zalapa

6 Email: yzalapa@fresnocountyca.gov

7 **12.8 Estoppel Certificate.** Lessee shall, at any time upon not less than sixty (60)  
8 days' prior written request by Lessor, execute, acknowledge and deliver to Lessor a  
9 written estoppel certificate, in a form reasonably satisfactory to Lessor, certifying that this  
10 Lease is unmodified and in full force and effect (or, if there have been modifications, that  
11 the same is in full force and effect as modified and stating the modifications) and, if  
12 applicable, the dates to which the monthly rent and any other charges have been paid in  
13 advance. Any such statement delivered pursuant to this Section 12.8 may be relied upon  
14 by third persons, including a prospective purchaser or encumbrancer of the Premises.

15 **12.9 Subordination, Non-Disturbance, and Attornment.** If after the Effective  
16 Date, Lessor desires to obtain a loan from a bank (the "Bank") and thereby encumber the  
17 Premises with a deed of trust {"Deed of Trust"}, the Parties agree, and Lessor shall cause  
18 the Bank, as beneficiary of the Deed of trust, to agree, to enter into a Subordination, Non-  
19 Disturbance, and Attornment Agreement ("SNDA") in form and substance reasonably  
20 acceptable to Lessee, Lessor, and the Bank. The agreed-upon SNDA shall include the  
21 following terms, generally outlined below, which outline not an exhaustive list of terms, or  
22 the specific terms, for the agreed-upon SNDA:

23 (A) This Lessee shall subordinate the priority of this Lease to the Deed of Trust;

24 (B) In the event of a foreclosure of the Deed of Trust, or a transfer of the Real  
25 Property in lieu thereof or in any other manner whereby Bank or its successors-in-interest  
26 succeed to the interest of Lessor under this Lease, so long as there shall then exist no  
27 breach or event of default by Lessee under this Lease which has continued to exist for  
28 such period of time (after notice, if any, required by this Lease) as would entitle Lessor to

1 terminate this Lease: (a) this Lease, including the leasehold interest of Lessee hereunder  
2 shall not be disturbed or otherwise adversely affected by reason of such foreclosure or  
3 transfer of the Real Property in lieu thereof or in any other manner;(b) other than as set  
4 forth in the SNDA, none of Lessee's rights and interest under this Lease, shall be affected  
5 in any way by reason of any default under the Deed of Trust, and this Lease shall continue  
6 in full force and effect; (c) Bank and its successors-in-interest shall recognize and accept  
7 Lessee as the lessee under this Lease, subject to the terms and conditions of this Lease  
8 as modified by the SNDA; (d) the Bank and its successors-in-interest as lessor under this  
9 Lease, shall have all of the rights and obligations of Lessor under this Lease (provided that  
10 neither Bank nor such successors-in-interest shall be liable for any act or omission of  
11 Lessor as the prior lessor under this Lease, except that Lessee shall be entitled to  
12 exercise all of its rights and remedies under this Lease with respect to continuing defaults  
13 hereunder resulting from the acts or omissions of Lessor arising after Bank, or its  
14 successor-in-interest, has received Lessee's notice to Bank, or its successor-in-interest,  
15 with respect to such defaults and has not, after a reasonable opportunity to cure, under the  
16 SNDA cured the same under the SNDA; (e) Bank shall not join Lessee as a party  
17 defendant in any action or foreclosure proceeding unless such joinder is with respect to  
18 this Lease, including the Real Property, and required by law to foreclose the Deed of  
19 Trust, then only for such purpose and not for the purpose of terminating this Lease; and  
20 (g) Lessee shall to attorn to the Bank, and its transferee, as if the Bank and such  
21 transferee were Lessor under this Lease;

22 (C) Upon Lessee's receipt of written demand from Bank, which shall include notice of  
23 same has been given in writing to Lessor, that Bank has elected to terminate the license  
24 granted to Lessor to collect Rents from Lessee under this Lease, as provided in the Deed  
25 of Trust, and directing Lesse to make payment thereof directly to Bank, (a) Lesse shall, for  
26 any Rents due and payable thirty (30) days thereafter, comply with such written demand  
27 and direction to pay and shall not be required to determine whether Lessor is in default  
28 under any obligations to Bank, or to honor any conflicting demand from Lessor, and (b)

1 Lessee shall be entitled to full credit under this Lease for any Rents paid to Bank in  
2 accordance with such written demand and direction to the same extent as if such Rents  
3 were paid directly to Lessor; Any disputes between or among the Bank, including its  
4 successors-in-interest, and Lessor shall be dealt with and adjusted solely between or  
5 among the Bank, including its including its successors-in-interest, and Lessor.

6 (D)The SNDA shall be governed by California law.

7 **12.10 Modification.** Except as provided in Article 6, "Termination and Suspension,"  
8 this Agreement may not be modified, and no waiver is effective, except by written  
9 agreement signed by both parties. The Lessor acknowledges that Lessee employees have  
10 no authority to modify this Agreement except as expressly provided in this Agreement.

11 **12.11 Non-Assignment.** Neither party may assign its rights or delegate its  
12 obligations under this Agreement without the prior written consent of the other party.

13 **12.12 Governing Law.** The laws of the State of California govern all matters arising  
14 from or related to this Agreement.

15 **12.13 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
16 County, California. The Lessor consents to California jurisdiction for actions arising from or  
17 related to this Agreement, and, subject to the Government Claims Act, all such actions  
18 must be brought and maintained in Fresno County.

19 **12.14 Construction.** The final form of this Agreement is the result of the parties'  
20 combined efforts. If anything in this Agreement is found by a court of competent  
21 jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms  
22 of this Agreement against either party.

23 **12.15 Days.** Unless otherwise specified, "days" means calendar days.

24 **12.16 Headings.** The headings and section titles in this Agreement are for  
25 convenience only and are not part of this Agreement.

26 **12.17 Severability.** If anything in this Agreement is found by a court of competent  
27 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement  
28 remains in effect, and the parties shall make best efforts to replace the unlawful or

1 unenforceable part of this Agreement with lawful and enforceable terms intended to  
2 accomplish the parties' original intent.

3 **12.18 No Waiver.** Payment, waiver, or discharge by the Lessee of any liability or  
4 obligation of the Lessor under this Agreement on any one or more occasions is not a  
5 waiver of performance of any continuing or other obligation of the Lessor and does not  
6 prohibit enforcement by the Lessee of any obligation on any other occasion.

7 **12.19 Entire Agreement.** This Agreement, including its exhibits, is the entire  
8 agreement between the Lessor and the Lessee with respect to the subject matter of this  
9 Agreement, and it supersedes all previous negotiations, proposals, commitments, writings,  
10 advertisements, publications, and understandings of any nature unless those things are  
11 expressly included in this Agreement. If there is any inconsistency between the terms of  
12 this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will  
13 be resolved by giving precedence first to the terms of this Agreement without its exhibits,  
14 and then to the terms of the exhibits.

15 **12.20 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
16 create any rights or obligations for any person or entity except for the parties.

17 **12.21 Authorized Signature.** The Lessor represents and warrants to the Lessee  
18 that:

19 (A) The Lessor is duly authorized and empowered to sign and perform its obligations  
20 under this Agreement.

21 (B) The individual signing this Agreement on behalf of the Lessor is duly authorized  
22 to do so and his or her signature on this Agreement legally binds the Lessor to the terms  
23 of this Agreement.

24 **12.22 Force Majeure.** The Parties shall not be liable for any failure or delay in the  
25 performance of their respective obligations hereunder caused by forces beyond its  
26 reasonable control, including, but not limited to the following, acts of God, nature or war;  
27 riots; pandemics; (each an event of "force majeure"), provided however, (a) as soon as  
28 commercially practicable after the occurrence of any such event of force majeure, the

1 party claiming an event of force majeure shall promptly provide written notice thereof to  
2 the other party and in such notice shall give reasonably full particulars concerning the  
3 nature, scope and anticipated duration of the event of force majeure, and unless such  
4 party gives notice of the cessation, or extension, of the occurrence of the event of force  
5 majeure, the event of force majeure shall be deemed to have ceased as of the date in  
6 such notice, or subsequent notice for the same event, of force majeure, and (b) an event  
7 of force majeure will in no event include economic hardship, or acts, omissions,  
8 circumstances, or events caused by, or through, a third party that is under contract with a  
9 party where and to the extent that the acts, omissions, circumstances, or events caused  
10 by, or through, the third party could have been avoided by commercially-reasonable,  
11 timely, and diligent management or administration of the third party's performance of its  
12 contractual obligations and duties under its contract by the party to such contract.

13 **12.23 Counterparts.** This Agreement may be signed in counterparts, each of which  
14 is an original, and all of which together constitute this Agreement.

15 **12.24 Electronic Signatures.** The parties agree that this Agreement may be  
16 executed by electronic signature as provided in this section.

17 (A) An "electronic signature" means any symbol or process intended by an individual  
18 signing this Agreement to represent their signature, including but not limited to (1) a digital  
19 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
20 scanned and transmitted (for example by PDF document) version of an original  
21 handwritten signature.

22 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
23 equivalent to a valid original handwritten signature of the person signing this Agreement  
24 for all purposes, including but not limited to evidentiary proof in any administrative or  
25 judicial proceeding, and (2) has the same force and effect as the valid original handwritten  
26 signature of that person.



L-372  
2048 N. Fine Avenue, Fresno, CA  
Department of Probation

The parties are signing this Agreement on the date stated in the introductory clause.

**LESSOR**  
Rosenberg Associates, a California  
Limited Partnership

  
Vicki Rosenberg, General Partner

**LESSEE**  
County of Fresno

Garry Bredefeld  
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

Deputy

For accounting use only:

Org No.: 3430  
Account No.: 7340  
Fund No.: 0001  
Subclass No.: 10000

# Exhibit A

## Leased Premises



# Exhibit B

## Rent Schedule

Suite 102				
Term	Square Feet	Cost/SF	Rent/Month	Term Total
3/1/2026 to 06/30/26	19,008	\$ 2.09	\$ 39,726.72	\$ 158,906.88

Suite 112				
Term	Square Feet	Cost/SF	Rent/Month	Term Total
3/1/2026 to 06/30/26	4,300	\$ 1.03	\$ 4,429.00	\$ 17,716.00

Total Rents for Term			
Term	Square Feet	Rent/Month	Term Total
3/1/2026 to 06/30/26	23,308	\$ 44,155.72	\$ 176,622.88

## Exhibit C

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the Lessee of Fresno ("Lessee"), members of a Lessor's board of directors ("Lessee Lessor"), 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 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 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 board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

<b>(1) Company Board Member 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 D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Property Insurance.** Against all risk of loss to property, at full replacement cost with no coinsurance penalty provision.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

#### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
  - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County

## Exhibit D

shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.