

Agreement No. 18-246

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into this 8th day of May, 2018, by and between FOUNDRY PARK INVESTORS, LP, A California Limited Partnership, FRANK SOLOMON JR., an individual, SOLOMON FAMILY PARTNERSHIP LP and FRANK SOLOMON JR. FAMILY LIVING TRUST dated February 7, 2002, 8080 N. Palm, Suite 207, Fresno, CA 93711 (hereinafter collectively "LESSOR"), and the COUNTY OF FRESNO a political subdivision of the State of California, 2220 Tulare Street, 16th Floor, Fresno, CA 93721-2120 ("COUNTY") and CITY OF FRESNO a municipal corporation ("CITY"), 2600 Fresno Street, Fresno, CA 93721 (hereinafter collectively "LESSEES").

1. LEASED PREMISES - LESSOR hereby leases to LESSEES the office space at the location commonly known as Suite 400, 2510 South East Avenue, Fresno, CA 93706, which is approximately 12,300 square feet, together with approximately 32 on-site assigned parking stalls (hereinafter the "Premises"). LESSOR shall provide twelve to fourteen fenced and secured parking stalls to LESSEE as shown in red on Exhibit "A" and eighteen additional fenced stalls as shown in green on Exhibit "A," attached hereto and incorporated herein by reference. The secured parking stalls shown in red shall have access to pedestrian gates located on the east and west side of this new secured parking area. LESSEES may have access to any additional, unassigned parking stalls remaining on the property.

2. TERM -The primary term of this LEASE shall be ten years commencing on January 15, 2018. In no event shall the term of this LEASE extend beyond January 14, 2028.

3. RENT - LESSEES shall pay to LESSOR rent in advance on or about the 20th of each month according to the following schedule:

		12,300 Square Feet		
		Cost/Sq		
Rent		Ft	Monthly Rent	Annual Rent
	Months 01-06	\$ 1.0500	\$ 12,915.00	\$ 77,490.00
4.72% Increase	Months 7-12	\$ 1.1000	\$ 13,530.00	\$ 81,180.00
2% Increase	Months 13-24	\$ 1.1220	\$ 13,800.60	\$ 165,607.20
2% Increase	Months 25-36	\$ 1.1444	\$ 14,076.61	\$ 168,919.34
2% Increase	Months 37-48	\$ 1.1673	\$ 14,358.14	\$ 172,297.73
2% Increase	Months 49-60	\$ 1.1907	\$ 14,645.31	\$ 175,743.69
2% Increase	Months 61-72	\$ 1.2145	\$ 14,938.21	\$ 179,258.56
2% Increase	Months 73-84	\$ 1.2388	\$ 15,236.98	\$ 182,843.73
2% Increase	Months 85-96	\$ 1.2636	\$ 15,541.72	\$ 186,500.60
2% Increase	Months 97-108	\$ 1.2888	\$ 15,852.55	\$ 190,230.62
2% Increase	Months 109-120	\$ 1.3146	\$ 16,169.60	\$ 194,035.23

4. UTILITIES - LESSEES shall pay to LESSOR those metered costs associated with the use of natural gas and electricity. LESSOR shall reimburse LESSEES for all such utilities paid by the LESSEES in excess of the following annual cap at the end of each calendar year. The cap for Years 1-3 of the LEASE shall be \$36,900 (\$3.00 per square foot) per year. The cap for Years 4-8 shall be \$51,660 (\$4.20 per square foot) per year. Beginning with Year 9, the cap shall be \$66,420 (\$5.40 per square foot) per year for the remaining LEASE term. Beginning in March 2019, LESSOR shall provide LESSEES with an annual statement showing actual utility costs and the amounts paid by CITY and COUNTY for the preceding one year period, and shall issue each such party a 50% credit of the total in excess of the applicable cap, to be applied toward future utility bills, or, in the case of the last one year period of this LEASE, issue payment of such amount to LESSEES on a 50/50 basis. This provision shall survive the expiration or early termination of this LEASE.

LESSOR shall pay for water, garbage and sewer services. LESSEES shall pay for their telecommunications services used at the Premises.

5. PAYMENT OF RENT/UTILITIES/JANITORIAL - It is understood by LESSOR and LESSEES that LESSEES' obligations to pay for rent (Section 3), utilities (Section 4) and janitorial services (Section 7) as described in this LEASE, shall be split on a "50/50" basis between the CITY and the COUNTY. LESSOR shall invoice CITY AND

COUNTY monthly for each such entity's 50% share for utilities and janitorial services.

Invoices shall be mailed as follows:

COUNTY	CITY
District Attorney	Fresno Police Department
Attn: Business Office	Attn: Business Office
2220 Tulare Street, Suite 1000	P. O. Box 1271
Fresno, CA 93721	Fresno, CA 93715

CITY and COUNTY shall each remit payment to LESSOR for their respective share of costs within forty-five (45) days of receipt of an approved invoice.

Notwithstanding the shared rent and costs to be paid by CITY and COUNTY as described in this Section 5, a default by either CITY or COUNTY in payment of rent or costs, or default in any other obligations under this LEASE, shall be considered a default by both CITY and COUNTY as LESSEES hereunder, and both CITY and COUNTY shall be jointly and severally liable to LESSOR for all rental and cost obligations, and other damages recoverable by LESSOR.

6. USE - LESSEES shall use the Premises as office space. LESSEES agree to comply with all applicable laws, ordinances and regulations in connection with such use.

LESSOR covenants that the Premises are suitable for the intended use. LESSOR further 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.

7. LESSOR IMPROVEMENTS - LESSOR shall perform the following improvements at LESSOR'S sole expense:

- Touch-ups to the paint and walls throughout the Premises, as needed pursuant to the mutual agreement of the Parties.

- Provide a single professional carpet cleaning throughout the Premises.
- Install a small HVAC unit for the LESSEES' server room.
- Install a ceiling on the room shown in Exhibit "B," attached hereto and incorporated by reference.
- Enclose additional parking spaces with two pedestrian entrances as shown in red in Exhibit "B."
- Provide an exterior 110 GFCI outlet next to the front entrance of the building.

8. MAINTENANCE/JANITORIAL SERVICES - LESSOR shall be responsible for the structural condition of the Premises and for all exterior and interior maintenance, including but not limited to the air conditioning, heating, roof, painting, landscaping, and parking lot. LESSOR covenants that the Premises shall be maintained in substantially the same condition as that existing at the commencement of this LEASE.

LESSOR shall be responsible for procuring and providing janitorial services and supplies at the Premises as described on Exhibit "C", attached hereto and by this reference incorporated herein (Janitorial Services). LESSEES shall reimburse LESSOR for LESSOR's actual monthly cost of Janitorial Services as provided in Section 5.

LESSOR and LESSEES 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.

9. COMPLIANCE WITH ALL LAWS - As to the Premises, 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 California Labor Code.

10. 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 venturer,

1 partner, or associate of either CITY or COUNTY. Furthermore, LESSEES shall have no
2 right to control or supervise or direct the manner or method by which LESSOR shall perform
3 its work and function. However, LESSEES shall retain the right to administer this LEASE so
4 as to verify that LESSOR is performing its obligations in accordance with the terms and
5 conditions thereof.

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

9 Because of its status as an independent contractor, LESSOR shall have absolutely
10 no right to employment rights and benefits available to the employees of either CITY or
11 COUNTY. LESSOR shall be solely liable and responsible for providing to, or on behalf of,
12 its employees all legally-required employee benefits. In addition, LESSOR shall be solely
13 responsible and save LESSEES harmless from all matters relating to payment of
14 LESSOR'S employees, including compliance with Social Security withholding and all
15 other regulations governing such matters. It is acknowledged that during the term of this
16 LEASE, LESSOR may be providing services to others unrelated to the LESSEES or to
17 this LEASE.

18 11. BREACH OF OBLIGATION TO MAINTAIN - In the event LESSOR
19 breaches its obligation to maintain the Premises as herein provided, either CITY or
20 COUNTY may give written notice to LESSOR within 15 days of the discovery of such
21 breach. LESSOR shall then have 30 days from the date of notice to cure its breach. If the
22 period for cure expires and if, in LESSEES' reasonable determination, LESSOR has
23 failed to cure, then LESSEES may, at their election:

24 A. Terminate this LEASE as hereinafter provided. In such case,
25 LESSEES shall have the right to demand LESSOR refund any monies which, in
26 the judgment of LESSEES, were paid to LESSOR pursuant to the LEASE but
27 which were not earned by LESSOR by consequence of its breach. Upon receipt of
28 such demand, LESSOR shall promptly refund all such monies; or

1 B. Cure LESSOR'S breach and deduct the cost of such cure, together
2 with reasonable administrative costs, from LESSEES' future rent obligation.
3 LESSEES' decision to cure LESSOR'S breach shall not constitute a waiver of any
4 rights or remedies that LESSEES may have arising from this LEASE or by
5 operation of law.

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

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

24 B. LESSOR'S Election to Terminate Due to Casualty: LESSOR may
25 only elect to terminate the LEASE due to Casualty if: the Premises have been
26 destroyed or substantially destroyed by said Casualty; and the estimated time to
27 repair the Premises exceeds 120 days from the date of the Casualty. LESSOR
28 shall provide LESSEES with written notice of its election to terminate within 30

1 days after the date of Casualty.

2 C. Rent Reduction Due to Casualty: In the event of Casualty,
3 LESSEES' obligation to pay the rent shall be reduced beginning on the date of the
4 Casualty. Such reduction shall be proportional to the damage caused to the
5 Premises by the Casualty as determined by LESSEES. If LESSOR elects to repair
6 the Premises pursuant to the terms of this LEASE, then the rent reduction shall
7 continue until the date of substantial completion of repair.

8 D. LESSEES' Election to Terminate Due to Casualty: If LESSEES do
9 not receive a Notice of Repair from LESSOR within 30 days after a Casualty, or if
10 the anticipated period of repair contained in the Notice of Repair exceeds 120
11 days, then LESSEES may elect to terminate this LEASE as hereinafter provided.
12 In such case, LESSEES shall have the right to demand that LESSOR refund any
13 monies which, in the judgment of LESSEES, were paid to LESSOR pursuant to
14 the LEASE but which were not earned by LESSOR by consequence of the
15 Casualty. Upon receipt of such demand, LESSOR shall promptly refund all such
16 monies.

17 13. TERMINATION - If, pursuant to the terms provided herein, either LESSOR
18 or LESSEES have an election to terminate the LEASE and so elects, then notice of such
19 termination shall be made in writing to the non-terminating party. Such notice shall specify
20 a date of termination not less than 120 days from the date of said notice, after which this
21 LEASE shall terminate. Either CITY or COUNTY may provide such notice on behalf of
22 LESSEES. In the case of COUNTY, the County Administrative Officer or the Director of
23 General Services or the District Attorney or their designee(s) shall have the power to
24 provide such notice and terminate this LEASE. In the case of CITY, the Chief of Police or
25 his/her designee shall have the power to provide such notice and terminate this LEASE.
26 At the time termination notice is given by the CITY or COUNTY as provided by this
27 Section 13, the terminating governmental entity shall also provide written notice to the
28 other governmental entity.

1 14. HOLD HARMLESS - LESSOR agrees to indemnify, save, hold harmless,
2 and at CITY'S or COUNTY'S request, defend that governmental agency and each of its
3 officers, agents, officials and employees from any and all costs and expenses, damages,
4 liabilities, claims, (including attorney's fees and litigation expenses)and losses occurring
5 or resulting to that governmental agency in connection with the performance, or failure to
6 perform, by LESSOR, its officers, agents, or employees under this LEASE, and from any
7 and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting
8 to any person, firm, or corporation who may be injured or damaged by the performance,
9 or failure to perform of LESSOR, its officers, agents, or employees under this LEASE.
10 This LEASE is made upon the expressed condition that both CITY and COUNTY are to
11 be free of all liability, damages or injury arising from structural failures of the leased
12 Premises, including, but not limited to external walls, glass, doors, roof and floor.

13 LESSEES agree to indemnify, defend and hold LESSOR harmless from any and
14 all costs and expenses, damages, liabilities, claims, (including attorney's fees and
15 litigation expenses)and losses occurring or resulting in connection with the performance,
16 or failure to perform, by LESSEES, or an officer, agent, or employee of LESSEES under
17 this LEASE, and from any and all costs and expenses, damages, liabilities, claims, and
18 losses occurring or resulting to any person, firm, or corporation who may be injured or
19 damaged by the performance, or failure to perform of LESSEE, or an officer, agent, or
20 employee of LESSEES under this LEASE, provided nothing herein shall constitute a
21 waiver by CITY or COUNTY of governmental immunities, including California Government
22 Code section 810 et seq.

23 The parties acknowledge that as between LESSOR, CITY and COUNTY, each is
24 responsible for the negligence of its own employees and invitees under this LEASE. This
25 Clause 14 shall survive expiration or termination of this LEASE.

26 15. INSURANCE

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

1 1. Commercial General Liability insurance with limits of not less than One
2 Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of not
3 less than Two Million Dollars (\$2,000,000). This policy shall be issued on an
4 occurrence basis. LESSOR shall add LESSEES as additional insureds.

5 2. Fire insurance and extended coverage. LESSOR shall add
6 LESSEES as additional payees thereon.

7 3. Automobile Liability - Comprehensive Automobile Liability Insurance
8 with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars
9 (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per
10 accident and for property damages of not less than Fifty Thousand Dollars
11 (\$50,000.00), or such coverage with a combined single limit of Five Hundred
12 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned
13 vehicles used in connection with this LEASE.

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

16 Within (30) days from the date LESSOR executes this LEASE, LESSOR
17 shall provide certificates of insurance and endorsement as stated above for all of
18 the foregoing policies, as required herein, to the County of Fresno, Attn: ISD Lease
19 Services (L-263), 333 W. Pontiac Way, Clovis, CA 93612, stating that such
20 insurance coverages have been obtained and are in full force; that LESSEES,
21 their officers, agents and employees will not be responsible for any premiums on
22 the policies; that such Commercial General Liability insurance names the
23 LESSEES, their officers, agents, and employees, individually and collectively, as
24 additional insured, but only insofar as the operations under this LEASE are
25 concerned; that such coverage for additional insured shall apply as primary
26 insurance and any other insurance or self- insurance shall not be cancelled or
27 changed without a minimum of thirty (30) days advance written notice given to
28 LESSEE.

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

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

7
8 B. LESSEES shall each maintain during the term of this LEASE
9 the following policies of insurance, which coverages may be provided in whole or
10 in part through one or more programs of self-insurance:

11 1. Commercial General Liability insurance with limits of not less than
12 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of
13 not less than Two Million Dollars (\$2,000,000). This policy shall be issued on
14 an occurrence basis and LESSEE shall add LESSOR as an additional insured.

15 2. property insurance covering the personal property of LESSEE.

16 16. NON-FUNDING TERMINATION - This LEASE is contingent on the
17 allocation of funds by two separate governmental entities. Should funds not be allocated,
18 this LEASE may be terminated on behalf of LESSEES by either the County of Fresno
19 Board of Supervisors or the City of Fresno's Chief of Police by giving at least thirty (30)
20 days prior written notice to LESSOR. At the time such a termination notice is given by the
21 CITY or COUNTY as provided by this Section 16, the terminating governmental entity
22 shall also provide written notice to the other governmental entity.

24 17. SURRENDER OF POSSESSION - Upon the expiration or termination of this
25 LEASE, LESSEES will surrender the Premises to LESSOR in such condition as that
26 existing at the commencement of this LEASE, less reasonable wear and tear, less the
27 effects of any Casualty as herein defined, and less the effects of any breach of
28

1 LESSOR'S covenant to maintain. LESSEES will not be responsible for any damage which
2 LESSEES were not obligated hereunder to repair.

3 18. FIXTURES - LESSOR agrees that any equipment, fixtures or apparatus
4 installed in or on the Premises by CITY or COUNTY shall continue to be the property of
5 that governmental entity and may be removed by that governmental entity at any time.
6 The respective governmental entity shall repair any damage caused by the removal of its
7 fixtures. Any fixtures not removed when LESSEES surrender possession shall become
8 the property of LESSOR.

9
10 19. RIGHT OF ENTRY - LESSOR, or its representative(s), upon giving 24 hours
11 written notice, shall have the right to enter the Premises at any time during business
12 hours, or at such other time as LESSEES deem appropriate, to make any alterations,
13 repairs or improvements to the Premises. The normal business of LESSEES or their
14 invitees shall not be unnecessarily inconvenienced. In the event of an emergency,
15 LESSOR reserves the right to enter the Premises at any and all times, provided LESSOR
16 promptly notifies LESSEES of the entry as soon thereafter as is feasible.

17
18 20. AMENDMENT - This LEASE may be amended in writing by the mutual
19 consent of the parties without in any way affecting the remainder.

20 21. NON-ASSIGNMENT - LESSEES shall not assign, transfer or sub-contract this
21 LEASE, or the rights or duties under this LEASE, without the prior written consent of the
22 LESSOR.

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

26
27 23. NOTICES – The persons and their addresses having authority to give and
28 receive notices under this LEASE include the following:

LESSEES:
County of Fresno
Director of General Services
333 W. Pontiac Way
Clovis, CA 93612

LESSOR:
Foundry Park Investors
c/o Robert L. Jensen Associates
2160 N. Fine
Fresno, CA 93727

FAX: 559-600-5927

and

City of Fresno
Attn: Chief of Police
2323 Mariposa Street
Fresno, CA 93721

FAX: 559-498-1059

All notices between the LESSEES 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 COUNTY 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 COUNTY 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 COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY 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).

1 24. AUDITS AND INSPECTIONS - The LESSOR shall at any time during
2 business hours, and as often as the COUNTY may deem necessary, make available to
3 the COUNTY for examination all of its records and data with respect to the matters
4 covered by this Agreement. The LESSOR shall, upon request by the COUNTY, permit the
5 COUNTY to audit and inspect all of such records and data necessary to ensure
6 LESSOR'S compliance with the terms of this Agreement.

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

10 25. DISCLOSURE OF SELF-DEALING TRANSACTIONS - This provision is
11 only applicable if the LESSOR is operating as a corporation (a for-profit or non-profit
12 corporation) or if during the term of the agreement, the LESSOR changes its status to
13 operate as a corporation.
14

15 Members of the LESSOR's Board of Directors shall disclose any self-dealing
16 transactions that they are a party to while LESSOR is providing goods or performing
17 services under this agreement. A self-dealing transaction shall mean a transaction to
18 which the LESSOR is a party and in which one or more of its directors has a material
19 financial interest. Members of the Board of Directors shall disclose any self-dealing
20 transactions that they are a party to by completing and signing a Self-Dealing Transaction
21 Disclosure Form, attached hereto as Exhibit D and incorporated herein by reference, and
22 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
23 immediately thereafter.
24

25 26. ENTIRE LEASE - This LEASE constitutes the entire LEASE between the
26 LESSOR and LESSEES with respect to the subject matter hereof and supersedes all
27 prior leases, negotiations, proposals, commitments, writings, advertisements, publications
28

and understandings of any nature whatsoever unless expressly referenced in this LEASE.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and
year first hereinabove written.

COUNTY:
COUNTY OF FRESNO

By Sal Quintero
Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

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

By Susan Bishop
Deputy

CITY:
CITY OF FRESNO

By Jerry Dyer
Jerry Dyer, Chief of Police

ATTEST:
Yvonne Spence, CITY CLERK

By Cindy Bruer 4/18/18
Deputy

APPROVED AS TO FORM:
Douglas T. Sloan, CITY ATTORNEY

By Tracy N. Parvanian
Tracy N. Parvanian
Deputy City Attorney

Fund 0001, Class 10000
Org No. 2860, Acct No. 7340
L-263Foundry/DA/FresnoPD

LESSOR:
**FOUNDRY PARK INVESTORS LP, A Limited
Partnership**

By: Russell G. Smith, Inc., General Partner

By Russell G. Smith
Russell G. Smith, President

Date: 3-8-18

AND

FRANK SOLOMON JR., AN INDIVIDUAL

By Frank Solomon Jr.
Frank Solomon Jr.

Date 3/20/18

AND

SOLOMON FAMILY PARTNERSHIP LP

By Frank Solomon Jr.
Frank Solomon Jr., General Partner

Date 3/20/18

**FRANK SOLOMON JR. FAMILY LIVING
TRUST DATED FEBRUARY 7, 2002**

By Frank Solomon Jr.
Frank Solomon Jr., Trustee

Date 3/20/18

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and
year first hereinabove written.

COUNTY:
COUNTY OF FRESNO

By _____
Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

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

By _____
Deputy

CITY:
CITY OF FRESNO

By _____
Jerry Dyer, Chief of Police

ATTEST:
Yvonne Spence, CITY CLERK

By _____
Deputy

APPROVED AS TO FORM:
Douglas T. Sloan, CITY ATTORNEY

By _____
Tracy N. Parvanian
Deputy City Attorney

Fund 0001, Class 10000
Org No. 2860, Acct No. 7340
L-263Foundry/DA/FresnoPD

LESSOR:
FOUNDRY PARK INVESTORS LP, A Limited
Partnership

By: Russell G. Smith, Inc., General Partner

By _____
Russell G. Smith, President

Date: 3-8-18

AND

FRANK SOLOMON JR., AN INDIVIDUAL

By _____
Frank Solomon Jr.

Date _____

AND

SOLOMON FAMILY PARTNERSHIP LP

By _____
Frank Solomon Jr., General Partner

Date _____

FRANK SOLOMON JR. FAMILY LIVING
TRUST DATED FEBRUARY 7, 2002

By _____
Frank Solomon Jr., Trustee

Date _____

EXHIBIT "A"

Approximate location of current (green) and additional (red) parking enclosures

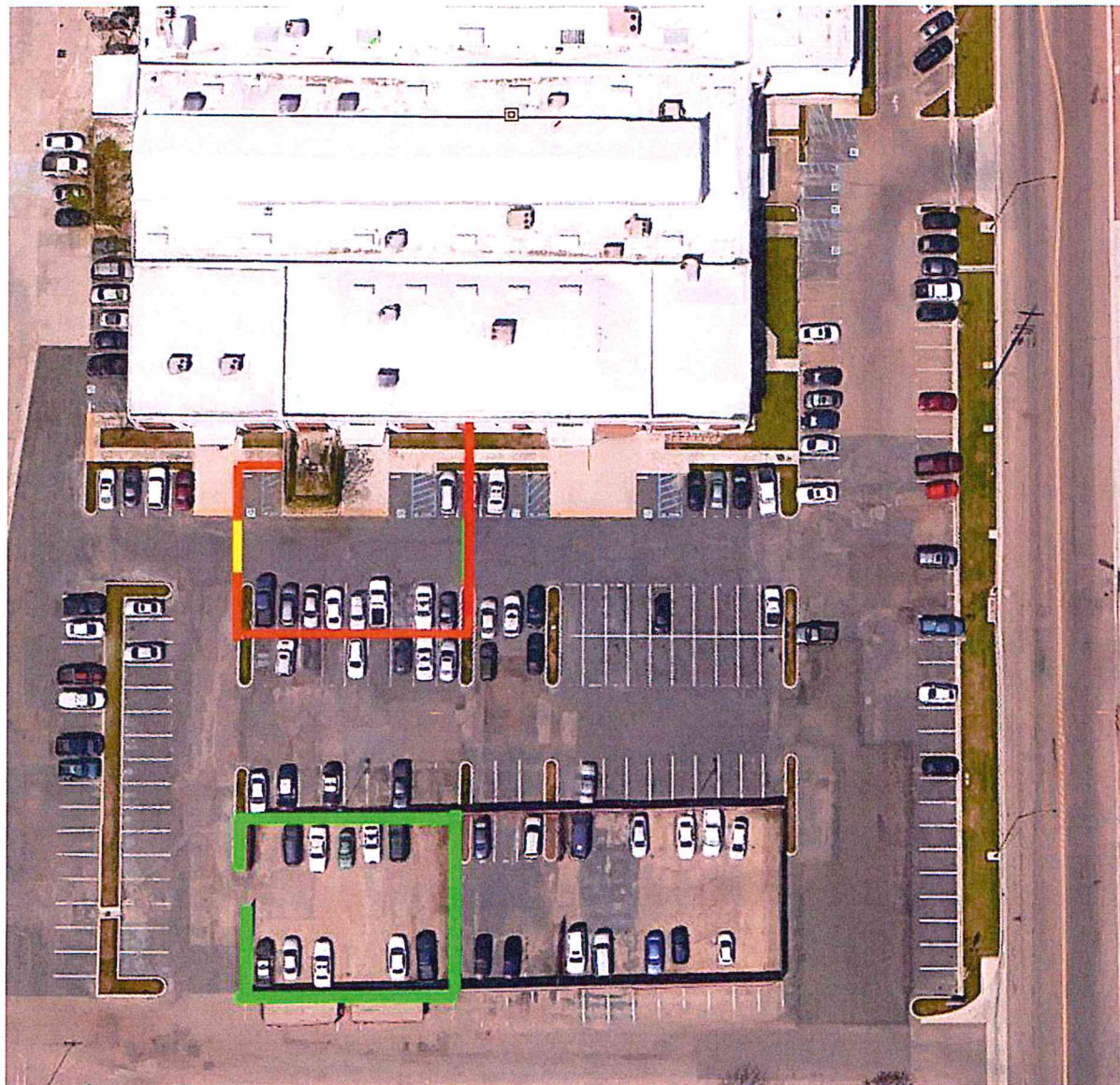


EXHIBIT "B"
Approximate floor plan showing location of new ceiling

MAGEC Offices
 2510 S. East Avenue, Fresno CA

Floor Plan - Suite 400
Approx. 12,300 square feet

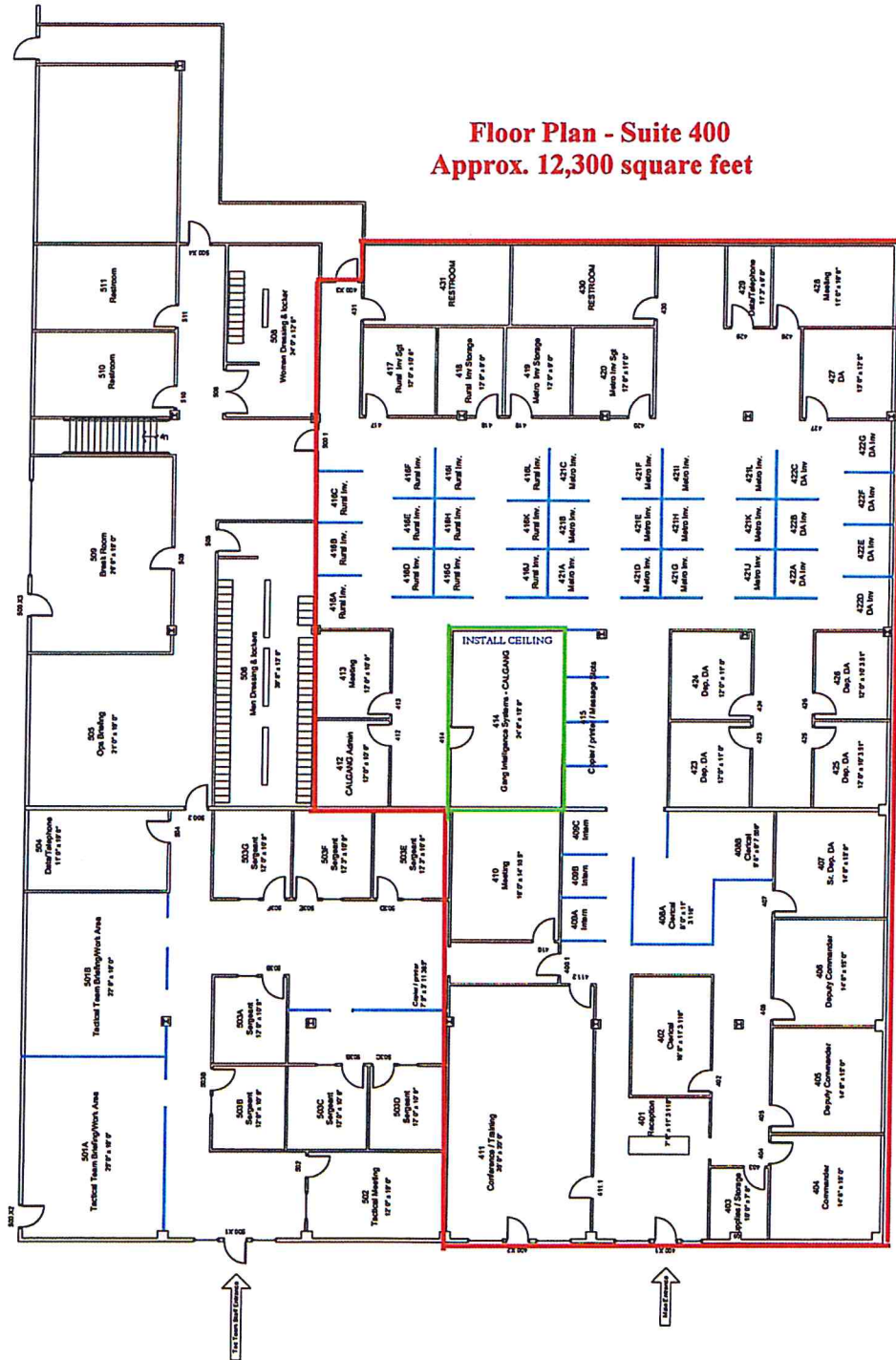


EXHIBIT "C"

JANITORIAL SERVICES

Contractor shall provide on-site supervision at all times and shall furnish all janitorial supplies and equipment necessary to properly perform complete janitorial maintenance, including but not limited to, the following services specified below, except light bulbs and rest room supplies such as paper towels, toilet tissue, toilet seat covers, hand soap, deodorants, plastic liners and sanitary napkins which may be billed extra to building owner if provided by janitorial company.

I. GENERAL CLEANING:

Daily Services – Five (5) Days per Week

- 1 Sweep with chemically treated dust mop on all hard surface floors
- 2 Vacuum thoroughly all carpeted areas
- 3 Spot clean carpets
- 4 Empty and clean all ashtrays
- 5 Empty all wastebaskets
- 6 All trash to be secured in plastic bags prior to discarding in trash bin.
- 7 Spot clean doors, door frames, counters and door plaques
- 8 Spot clean around wall switches
- 9 Clean and polish drinking fountains
- 10 Polish metal work in entrance areas
- 11 Clean entry and lobby directory glass
- 12 Properly position furniture in all offices
- 13 Turn off all lights, except those which have been designated to be left on.
- 14 Check all doors and windows to make sure they are locked upon completion of work assignments
- 15 Re-check all exterior doors are locked
- 16 Set alarms as needed
- 17 Report to supervisor any needed repairs

Weekly Services – One (1) Day per Week

- 1 Damp mop and disinfect all hard surface floors
- 2 Thoroughly clean door glass inside and out.
- 3 Thoroughly clean interior glass windows, counters, etc.
- 4 Dust desks, chairs and all office furniture
- 5 Dust ledges and window sills
- 6 Perform low dusting
- 7 Check for cobwebs in corners, high and low
- 8 Clean metal thresholds
- 9 Clean and disinfect telephones
- 10 Check and replace air fresheners and batteries, as needed

Monthly Services – One (1) Day per Month

- 1 Perform high dusting, i.e., door sashes partitions
- 2 Dust picture frames and clean glass

- 3 Brush down walls and ceiling vents
- 4 Dust desks, chairs and all office furniture

Quarterly Services – One (1) Day per Quarter

- 1 Thoroughly clean and refinish all hard service floors
- 2 Dust/vacuum window coverings

Semi-annual Services – Two (2) Days per Year

- 1 Clean all interior and exterior glass
- 2 All exterior glass cleaned by other vendor and billed extra – do not schedule

II RESTROOM MAINTENANCE

Daily Services - Five (5) days per Week

- 1 Empty and clean all wastepaper receptacles and install new liners
- 2 Empty sanitary napkin containers and replace liners
- 3 Thoroughly clean and polish all countertops, dispensers and mirrors and glass surfaces
- 4 Clean and disinfect wash basins, toilet bowls and urinals
- 5 Disinfect undersides and tops of toilet seats
- 6 Remove splash marks from walls, urinals and toilet partitions
- 7 Clean walls around wash basins
- 8 Thoroughly sweep and mop floors with a germicidal solution
- 9 Refill soap, towel, tissue, seat cover and sanitary napkin dispensers

Weekly Services One (1) Day per Week

- 1 Wash down ceramic tile walls and toilet compartment partitions
- 2 Perform high dusting
- 3 Flush floor drains to control odors
- 4 Check and replace air fresheners and batteries as needed

Monthly Service

- 1 Brush down vents

EXHIBIT D

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).

(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:	