

FRESNO ECONOMIC OPPORTUNITIES COMMISSION LEASE

BUILDING 1900 SUITE # 121

THIS AGREEMENT (this "Agreement" or "Lease") is entered into at Fresno, California, effective April 1, 2021, by and between the FRESNO ECONOMIC OPPORTUNITIES COMMISSION (hereinafter referred to as "LESSOR"), and CITY OF FRESNO (hereinafter referred to as "LESSEE"). Both LESSOR and LESSEE may be referred to individually as a "Party", or collectively as "Parties."

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease." In addition to the Base Rent, as defined in Paragraph 4 herein, the LESSEE shall be obligated to pay the operating expenses that include corresponding percentage of utilities, security, cleaning, garbage removal, and interior maintenance based on the square footage of the Premise(s) leased. LESSOR shall include maintenance of all major systems such as heating, plumbing and electrical, exterior maintenance, and monthly parking expenses in the Base Rent.

1. LESSOR agrees to lease to LESSEE One Thousand Six Hundred Sixty-Six (1,666) square feet of office space and Eight Hundred Thirty-Seven (837) square feet of conference space, at a monthly rate of One and 10/100 Dollars (\$1.10) per square foot. In addition to base rent operating expenses based on 2019 actual expenses will be paid by LESSEE at sixty one cents (\$.61) per square foot. See Attachment A for detail. The space is a portion of LESSOR's Executive Plaza, located at 1900 Mariposa Ave. Suite # 121, Fresno, CA 93721 (the "Premises"). Eight (8) general parking spaces in the Executive Parking Lot will also be let to the LESSEE.

2. TERM

The term of the LEASE begins on April 1, 2021 and ends March 31, 2022 (the "Initial Term"). The Parties shall have the option to renew this Lease for an additional two (2) year period (the "Extended Term") by giving written notice prior to the expiration of the Initial Term with a customary 2% increase per Lease Year. The amount of rent due shall be structured as follows for each Lease Year:

Lease Year 1 (Initial Term) - \$2,753.30 per month plus monthly operating expenses

Lease Year 2 - \$2,808.07 per month plus monthly operating expenses

Lease Year 3 - \$2,864.23 per month plus monthly operating expenses

- See Attachment A for operating expense detail.

3. KEYS

LESSEE will be provided with eight (8) keys that provide access to the Premises and the outer gate. LESSEE will be provided with eight (8) parking passes and gate keys to access the Executive Parking Lot. If keys are lost, damaged, or not returned to LESSOR, LESSEE will reimburse LESSOR for replacement cost of the items.

4. RENT

The Base Rent shall be a total amount of Two Thousand Seven Hundred Fifty-Three and 30/100 Dollars (\$2,753.30) per month during the Initial Term and will be due in full on the first (1st) day of each month. Base Rent shall increase as provided under Paragraph 2 herein for the Extended Term. The LESSEE shall pay this amount to the Accounts Payable Department of LESSOR at 1920

Mariposa Ave. # 330, Fresno, CA 93721. If rental amount is paid more than twenty (20) days late, LESSEE will pay LESSOR a late fee of One Hundred and No/100 Dollars (\$100.00) in addition to rent due. Failure to pay rent due within sixty (60) days of the date rent is due, will result in immediate termination of this agreement. In addition to the Base Rent, LESSEE shall pay for a percentage of operating expenses for the Premises, including utilities, security, cleaning, garbage removal, and interior maintenance based on the square footage of the leased Premises.

5. INSURANCE

LESSOR insurance does not cover loss of personal possessions or personal injury due to the actions or inactions of the LESSEE. LESSEE will provide proof of insurance to LESSOR prior to occupancy of the Premises. Each Party, at its own expense, shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance coverage in an amount not less than \$2,000,000 per occurrence and an annual aggregate of \$4,000,000 for bodily injury, property damage, and personal injury arising out of its alleged or actual omission, act or negligence in the performance or failure to perform its obligations under this Agreement. Neither the existence of any of the insurance coverages required under this Agreement, nor the minimum coverage limits specified herein with respect to any such coverages, shall be deemed to limit or restrict in any way a Party's liability arising under this Agreement.

6. ASSIGNMENT AND SUBLETTING

LESSEE may not assign or sublet all or any portion of the Suite. All guests and occupants of the Suite must comply with every term of this Lease.

7. DELAYED or INTERRUPTED OCCUPANCY

If occupancy of the Premises is delayed or interrupted by LESSOR, rent due will be adjusted per diem for the time lost. If occupancy of the Premises is delayed or interrupted by LESSEE, rent due will not change. Delays and interruption terms may be changed by written addendum to this Lease if signed by authorized signers from both Parties.

8. CONDITION OF THE PREMISES AND ALTERATIONS

LESSEE acceptance of the Premises, fixtures, and furniture as is, is assumed unless notification of an unaccepted condition is submitted in writing within thirty (30) days of first occupancy. LESSEE must note all defects or damage and deliver to the LESSEE Finance Office, located at 1920 Mariposa Ave., Suite #330, Fresno, CA. Any alterations to the Premises, by LESSEE, must be returned to move in condition upon surrender, termination, or eviction, at the expense of the LESSEE.

LEASEHOLD IMPROVEMENTS: The Lessee agrees that no leasehold improvements, alterations or changes of any nature, shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local

codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

9. COMMUNITY RULES

LESSEE, all guests, and occupants must comply with any written Community rules, regulations and policies, including parking procedures and policies. Parking Guidance is attached as Exhibit 1. LESSOR may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all Premises in the Community and do not increase rent due. LESSEE agrees to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. LESSEE must maintain the Premises free from clutter or any other condition which may restrict air flow, encourage mold growth, invite pests, creates a fire hazard, or otherwise degrades the habitability and proper maintenance of the dwelling.

10. ENVIRONMENTAL TOBACCO SMOKE LAW

LESSEE must comply with Public Law 103-227, Part C- Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (the "1994 Act"). The 1994 Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

11. REQUESTS, REPAIRS, AND MALFUNCTIONS

All requests for repairs, installations, services, or security-related matters must be sent by LESSEE using email to the head of facilities at troy.sosa@fresnoeoc.org and/or jeremy.ruiz@fresnoeoc.org except in the case of emergencies such as; fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress. LESSOR complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this Lease. LESSEE must promptly notify LESSOR in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. LESSOR may change or install utility lines or equipment serving the Premises if the work is done reasonably without substantially increasing LESSEE'S utility costs. Upon reasonable notice to LESSEE, LESSOR may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, LESSEE must notify LESSOR immediately. If air conditioning or other equipment malfunctions, LESSEE must notify LESSOR as soon as possible on a business day.

12. QUIET ENJOYMENT/WHEN LESSOR MAY ENTER

Upon payment by LESSEE of rent and other charges under this Lease, LESSEE shall have quiet enjoyment of the premises for the term as against all persons or entities claiming by, through or under LESSOR, subject to the terms of this Lease. LESSOR will have the right to enter the premises as allowed by law. Law permits entry in case of emergency, or upon reasonable notice to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection, when the LESSEE has abandoned or surrendered the premises and pursuant to court order. LESSEE shall cooperate to facilitate the detection and treatment of pests.

13. MOVE OUT

LESSEE will meet with LESSOR for a move-out inspection. LESSEE must return the Premises in comparable condition to move in condition, adjusting for reasonable wear and tear.

14. STORAGE AFTER SURRENDER, ABANDONMENT OR EVICTION

Property left by LESSEE in the Premises or in common areas for more than thirty (30) days after surrender, abandonment, or eviction will be removed at the expense of the LESSEE.

15. INDEMNIFICATION

Subject to applicable law, LESSEE shall indemnify and hold the LESSOR, its agents and employees, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to LESSEE guest's or occupant's negligence, tenancy and/or your failure to comply with this Lease.

16. SEVERABILITY

If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the State of California.

18. LEGAL FEES

Should litigation or arbitration be required to enforce the terms of this Agreement, the prevailing party shall be entitled to expenses incurred thereby, including but not limited to reasonable attorney's fees and court costs.

19. NO AUTHORITY TO AMEND UNLESS IN WRITING

LESSOR representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on LESSOR or our representatives unless in writing.

20. NO WAIVER

No action or omission of LESSOR representative will be considered a waiver of any subsequent violation, default, or time or place of performance. LESSOR not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights does not constitute a waiver of written terms under any circumstances.

21. NOTICE

Except when notice or demand is required by statute, LESSEE waives any notice and demand for performance from LESSOR if LESSEE default. Written notice to or from LESSOR managers constitutes notice to or from LESSOR. Any person giving a notice under this Lease should retain a copy of the memo or letter that was given. Fax and electronic signatures are binding. All notices must be signed.

22. MISCELLANEOUS

- a. Exercising one remedy won't constitute an election or waiver of other remedies.
- b. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all Parties.
- c. All remedies are cumulative.

23. FORCE MAJEURE

If LESSOR is prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law. Furthermore, if such an event damages the property to materially affect its habitability by some or all LESSEES, LESSOR reserves the right to vacate any and all leases and LESSEE agrees to excuse LESSOR from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

24. ENTIRE AGREEMENT

Neither LESSOR nor any of representatives of LESSOR have made any oral promises, representations, or agreements. This Lease is the entire agreement between LESSOR and LESSEE.

LESSOR

Emilia Reyes DATE: 03 / 16 / 2021
Emilia Reyes, Chief Executive Officer
Fresno Economic Opportunities Commission
1920 Mariposa Ave., Fresno, CA 93721

LESSEE

DATE: _____
Print Name:
Title:
City of Fresno Office of Neighborhood Safety and Community Engagement
Fresno City Hall, 2600 Fresno St. Fresno, CA 93715

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY:
DEPUTY CITY ATTORNEY

Attachment A**Fresno EOC Executive Plaza Operational****2019****Expenses****Expense****Annual****Monthly****per sq.
ft.
Annual****per sq. ft.
Monthly****City 2503 sq.
ft. space
Annual
Operations
Cost****City 2503 sq.
ft. space
Monthly
Operations
Cost**

Gas/Electric	\$	\$	\$	\$	\$	\$
	324,217.55	27,018.13	3.43	0.29	8,585.21	715.43
Security	\$	\$	\$	\$	\$	\$
	89,078.97	7,423.25	0.94	0.08	2,358.79	196.57
Janitorial	\$	\$	\$	\$	\$	\$
	114,762.25	9,563.52	1.21	0.10	3,038.88	253.24
Water/Sewer/Garbage	\$	\$	\$	\$	\$	\$
	17,774.56	1,481.21	0.19	0.02	470.67	39.22
Building Maintenance	\$	\$	\$	\$	\$	\$
	147,958.36	12,329.86	1.57	0.13	3,917.90	326.49
Pest Control	\$	\$	\$	\$	\$	\$
	1,800.00	150.00	0.02	0.00	47.66	3.97
				\$	\$	\$
				0.61	18,419.11	1,534.93

*contract doesn't allow charge for landscape/yard
maintenance

*contract does not include telephone and
internet