

Fausel Professional Center, LLC

FIRST AMENDMENT TO LEASE #3486

THIS FIRST AMENDMENT to Lease #3486 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Lessee"), and Fausel Professional Center, LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 171 Middletown Road, Placerville, California 95667, and whose mailing address is Post Office Box 2211, Placerville, California 95667 (hereinafter referred to as "Lessor").

RECITALS

WHEREAS, Lessor has been engaged by Lessee to lease Premises for the operation of an office for the Lessee's District Attorney's Office, pursuant to Lease #3486, dated November 13, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Lease");

WHEREAS, the parties hereto desire to amend the Lease to update Lessee's address for notices, amending **SECTION 1.1, Lessee**;

WHEREAS, Lessee wishes to exercise the Lease term extension option to extend the Lease by five (5) years, amending **SECTION 1.5, Term**;

WHEREAS, the parties hereto desire to add **Exhibit D, "California Levine Act Statement"** to the Lease, amending **SECTION 1.10, Exhibits**;

WHEREAS, the parties hereto desire to amend the Lease to include the monthly rent for the Lease extension term, months sixty-three (63) through one hundred twenty-two (122), amending **SECTION 3.1, RENT**;

WHEREAS, the parties hereto desire to add two (2) additional three (3) year term extension options to the Lease, amending **SECTION 1.5, Term**, and **SECTION 5, OPTIONS TO EXTEND**;

WHEREAS, the parties hereto desire to amend the Lease to update Lessee's Lease Administrator, amending **SECTION 42, LEASE ADMINISTRATION**;

WHEREAS, the parties hereto desire to add new Sections to include updated Lease provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Lessee and Lessor, mutually agree to amend the terms of the Lease in this First Amendment to Lease #3486 on the following terms and conditions:

I. **SECTION 1.1, Lessee**, of the Lease is amended in its entirety to read as follows:

1.1	<u>Lessee:</u>	<u>Name:</u> <u>Address for Notices:</u>	County of El Dorado Chief Administrative Office Facilities Division 3000 Fairlane Court, Suite One Placerville, California 95667
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II. **SECTION 1.5, Term**, of the Lease is amended in its entirety to read as follows:

1.5	<u>Term:</u>	The Lease term shall run from Effective Date and shall expire one hundred twenty-two (122) months from Commencement Date, as amended. <u>Commencement Date:</u> The Commencement Date shall mean the date the agreement has been approved by the Board of Supervisors' and signed by all parties. Both Lessee and Lessor shall execute a Commencement Date Letter stating the exact date Lessee took occupancy of the building. Lessee is not obligated to pay rent until Commencement Date. <u>Options to Extend:</u> Two (2) three (3) year option periods as more specifically described in <u>Section 5</u> , as amended.
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III. **SECTION 1.10, Exhibits**, of the Lease is amended in its entirety to read as follows:

1.10	<u>Exhibits:</u>	The following Exhibits are attached to this Lease and incorporated herein by this reference: <ul style="list-style-type: none"> • Exhibit "A" marked "Premises" • Exhibit "B" marked "Tenant Improvement Work" • Exhibit "B-1" marked "Tenant Improvement Specifications" • Exhibit "C" marked "Termination Fee Schedule" • Exhibit "D" marked "California Levine Act Statement"
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IV. **SECTION 3.1: RENT**, of the Lease is amended in its entirety to read as follows:

3.1 Rent shall be paid in advance on or before the first day of each calendar month. If the Commencement date or the expiration date of this Lease occurs on a day other than the first or last day of a calendar month, then the rent for the fractional month shall be prorated on the basis of a thirty (30) day month. The rent shall be paid as follows:

Month	Monthly Amount	Price per sq. ft.
1*-2	\$0.00	\$0.00
3-14	\$2,625.00	\$1.75
15-26	\$2,685.00	\$1.79
27-38	\$2,730.00	\$1.82
39-50	\$2,790.00	\$1.86
51-62	\$2,835.00	\$1.89
63-74	\$2,895.00	\$1.93
75-86	\$2,955.00	\$1.97
87-98	\$3,015.00	\$2.01
99-110	\$3,075.00	\$2.05
111-122	\$3,135.00	\$2.09

*Month 1 starts on Commencement Date

- V. **SECTION 5, OPTIONS TO EXTEND**, of the Lease is amended in its entirety to read as follows:

SECTION 5: OPTIONS TO EXTEND.

5.1 Provided Lessee is not in Default as of the date of exercise or the commencement of the renewal term, Lessee shall be entitled to two (2) options ("Options") to extend the term of the Lease for a period of three (3) years each (an "Option Term") for all of the Premises, on the same terms and conditions of the Lease, except that the Rent at the beginning of the Option Term shall be mutually agreed current fair market rental rate for the Premise. Rent shall be adjusted by three percent (3%) per square foot above the then current monthly rental rate on each anniversary date after the beginning of the Option Term.

5.2 The Options shall be exercised (if at all) by Lessee giving written notice to Lessor at least three (3) months prior to the expiration of the Term. Lessee's exercise of the Options shall be subject to approval by Lessee's Board of Supervisors.

- VI. **SECTION 42, LEASE ADMINISTRATION**, of the Lease is amended in its entirety to read as follows:

SECTION 42: LEASE ADMINISTRATION. The Lessee Officer or employee with responsibility for administering this Lease is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

VII. The following Sections of the Lease are added to read as follows:

SECTION 44: ELECTRONIC SIGNATURES. Lessor and Lessee agree that the electronic signatures, whether digital or encrypted, of the parties included in this, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

SECTION 45: LEVINE ACT. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Lessor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Lessor, if any, to any officer of Lessee.

Except as herein amended, all other parts and sections of Lease #3486 shall remain unchanged and in full force and effect.

DEPARTMENT HEAD CONCURRENCE

By VRP
VRP (Nov 8, 2023 16:27 PST)

Name: Vern Pierson
Title: District Attorney

11/08/2023

Dated: _____

LEASE ADMINISTRATOR

By CA

Name: Charles Harrell
Title: Facilities Division Manager

Dated: 11-8-2023

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease #3486 on the dates indicated below.

--LESSEE: COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"Lessee"

--LESSOR: FAUSEL PROFESSIONAL CENTER, LLC--

By: David Irons

Dated: 11/5/23

David Irons
Managing Partner
"Lessor"

By: James E. Carter

Dated: 11-6-23

James E. Carter
Managing Partner

Fausel Professional Center, LLC

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Lessor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES NO

If yes, please identify the person(s) by name:


Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11-8-23
Date


Signature of authorized individual

Fausel Professional Center LLC
Type or write name of company

James E. Carter
Type or write name of authorized individual







Lease 3486 Amd I for DA Signature

Final Audit Report

2023-11-09

Created:	2023-11-09
By:	Justene Cline (Justene.Cline@edcgov.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAbOJj-tclnm4HsDMBsIMF2RwMB7iDFDzl

"Lease 3486 Amd I for DA Signature" History

-  Document created by Justene Cline (Justene.Cline@edcgov.us)
2023-11-09 - 0:18:47 AM GMT- IP address: 207.104.47.251
-  Document emailed to vern.pierson@edcda.us for signature
2023-11-09 - 0:19:16 AM GMT
-  Email viewed by vern.pierson@edcda.us
2023-11-09 - 0:19:37 AM GMT- IP address: 104.28.123.106
-  Signer vern.pierson@edcda.us entered name at signing as VRP
2023-11-09 - 0:27:11 AM GMT- IP address: 76.20.40.84
-  Document e-signed by VRP (vern.pierson@edcda.us)
Signature Date: 2023-11-09 - 0:27:13 AM GMT - Time Source: server- IP address: 76.20.40.84
-  Agreement completed.
2023-11-09 - 0:27:13 AM GMT

