

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Library *K*

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE August 24, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter into a Lease Agreement with the Patterson Township Historical Society for the Use of a Portion of the Patterson Library as a Museum Research Center

STAFF RECOMMENDATIONS:

1. Approve the attached Lease Agreement to lease real property with the Patterson Township Historical Society (PTHS) for the term of one year, for the use of space in the Patterson Library Small Community Room as a Museum Research Center.
2. Authorize the County Librarian, or her designee, to award and execute the Lease Agreement with the Patterson Township Historical Society.

FISCAL IMPACT:

Use of 200 square feet of the Patterson Library's space by the PTHS should result in an additional \$2,400 annually to the Library's budget.

BOARD ACTION AS FOLLOWS:

No. 2010-522

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, DeMartini, and Vice-Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Grover

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Patterson Township Historical Society (PTHS), is a 501(c)(3) non-profit organization whose mission is to preserve the history of the Patterson area and to make information about its past available through the downtown museum located at 2 Plaza, Patterson, CA, and an annual publication, "The Gateway."

The PTHS was founded in 1968 and incorporated in 1972. It currently has more than 250 members and is governed by a nine person Board of Directors that elects a president, vice president, secretary and treasurer.

Over the course of many years, the Museum has gradually filled to overflowing. The Museum houses many historical artifacts, as well as over 5,000 photographs, which are currently being scanned, cataloged and filed by volunteers. The photograph document project requires more and more filing cabinets, as well as a computer, printer and scanner. An earlier project which began in 2000, resulted in copies of the "Patterson Irrigator" newspaper from 1911-2006 being stored in large cabinets with drawers of flat files. This project is not yet completed. Recently, the PTHS has copied more than 8,000 obituaries from 1911. This project also requires significant file and cabinet space.

The Museum Board would like to relocate their Research Center to the Patterson Library while they completely revamp the displays in their building. In order to accomplish this, computers and related equipment such as filing cabinets, files, lockable cabinets, map files, chairs, tables, and other research-related storage must be temporarily relocated. They plan to move the Research Center into a permanent location.

The PTHS is requesting the use of 200 sq. ft. of temporary space in the Patterson Library's small community room in which to move the above-mentioned list of items while the Museum is being revamped during the next two years. The small community room is frequently used by other community groups and by the library for programs. Recent uses include Girl Scout meetings, Census Bureau trainings, CPR classes, and library programs.

The proposed use of the Patterson Library's space, if approved by the Board of Supervisors, would be governed by a non-exclusive use lease agreement. The Library will agree to provide space within its Patterson facility for a monthly rental fee of \$200. The terms of the rental agreement are authorized by, and will be governed by Section 25537(b) and 25537(d) of the Government Code. This Government Code Section requires a specific 15-day noticing procedure when public agencies enter into a lease outside the bidding process. Pursuant to these requirements, a Notice of Intent to Lease Property was posted in the Office of the Clerk of the Board on July 30, 2010.

Approval to Enter into a Lease Agreement with the Patterson Township Historical Society for the Use of a Portion of the Patterson Library as a Museum Research Center
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The notice described the space proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where the lease will be executed, and any County officer authorized to execute the lease. The deadline to put in offers was August 17, 2010. The location where the lease will be executed is: 1500 I Street, Modesto, CA. Patterson Township Historical Society put in the only offer to lease the property.

The term of the lease is for one year, with an option to renew for an additional twelve months. It has been communicated to the PTHS that this is meant to be a temporary solution and that the County has no intent to renew upon expiration of the lease which will require them to find alternative space. The PTHS shall have non-exclusive use of the space so as not to impinge upon the access of others' use of the room. They will use the space only when the library is open to the public during normal business hours. They are responsible for locking up and securing their own equipment and materials. They will not have keys to the building or security codes. The lease can be terminated by either party by giving 90-days prior written notice.

POLICY ISSUE:

Adoption of this item will promote the Board of Supervisors' priority of utilizing Effective Partnerships with a local non-profit organization that promotes historic preservation and whose efforts could stimulate additional library patronage.

STAFFING IMPACTS:

There is no staffing impact anticipated as a result of adopting this item.

CONTACT PERSON:

Vanessa Czopek, County Librarian. Telephone: (209) 558-7801



STANISLAUS COUNTY LIBRARY

Vanessa Czopek
County Librarian

1500 I Street, Modesto, CA 95354
Phone: 209-558-7801 Fax: 209-529-4779
www.stanislauslibrary.org

NOTICE OF INTENT TO LEASE PROPERTY

**Patterson Library
46 North Salado Ave.
Patterson, CA**

STANISLAUS COUNTY HEREBY SERVES NOTICE OF ITS INTENT to offer for lease real property described as follows: approximately 200 square feet within the Patterson Library Small Community Room at 46 North Salado Ave., Patterson, CA.

The terms of the lease would be: Non-Exclusive use of approximately 200 square feet to be used for a research center including the storage of historical documents and office equipment, located within the Patterson Library Small Community Room at 46 North Salado Ave., Patterson, CA; no other use is permitted; Access restricted to Patterson Library normal business hours; 1 year term with option to renew for 1 additional year, total of 2 years only; and, other such items not mentioned herein that are required by the lease agreement. A full copy of the lease agreement is available in the Office of the Clerk of the Board of Supervisors, 1010 10th Street, Suite 6700, Modesto, CA.

The location where offers to lease the property will be accepted: Stanislaus County Library, Administration Office, 1500 I Street, Modesto, CA 95354, phone: (209) 558-7801, no later than 4:30 p.m. on Tuesday, August 17, 2010.

The County officer authorized to execute the lease: Either the Stanislaus County Chief Executive Officer or the Stanislaus County Librarian, or her designee, as determined by the Board of Supervisors.

Questions can be directed to Vanessa Czopek at the above mentioned address and phone number.



FOUNDED 1968

PATTERSON TOWNSHIP HISTORICAL SOCIETY

INCORPORATED

POST OFFICE BOX 15

PATTERSON, CA 95363

July 30, 2010

Vanessa Czopek
Stanislaus County Librarian
1500 I St.
Modesto, CA 95354

Ms. Czopek:

This is to inform you that the Patterson Township Historical Society desires to lease 200 square feet of building space in the Patterson Branch Library, Patterson, CA.

The lease would be subject to the terms of the agreement yet to be approved by the Stanislaus County Board of Supervisors.

Respectfully,

Joland Schut, president
Patterson Township Historical Society

**STANISLAUS COUNTY & PATTERSON TOWNSHIP HISTORICAL SOCIETY
JULY 2010
NON-EXCLUSIVE USE LEASE AGREEMENT**

LEASE SUMMARY:

Landlord:	Stanislaus County Library Administration Office 1500 I Street Modesto, California 95354
Tenant:	Patterson Township Historical Society, Inc. P.O. Box 15 Patterson CA 95363
Premises:	Approximately 200 sq/ft within the Small Community Room in the Patterson Library as shown on Attachment A "Map of the Premises", located at 46 North Salado Avenue, Patterson, California 95363
Permitted Use:	Non-Exclusive use of the Premises for storage of historical documents and office equipment. No other use is permitted. Access restricted to Patterson Library normal business hours as approved by the Board of Supervisors.
Monthly Base Rent:	Base Rent is \$200.00. Rent due during any renewal period is base rent plus 10%.
Term:	1 year with option to renew for 1 additional year. Total of 2 years only.
Commencement date	12:01 p.m., August 24, 2010.
Termination date	11:59 a.m., August 23, 2011, subject to earlier termination or extension as provided herein.
Attachments:	Attachment A - "Map of the Premises" Attachment B - "Items to be Stored"

LEASE AGREEMENT

This Lease Agreement is entered between the COUNTY OF STANISLAUS, a political subdivision of the State of California (Landlord), and Patterson Township Historical Society (Tenant), in consideration of the promises, and the agreements, terms and conditions set forth, below.

1. Premises: Landlord leases to Tenant, and Tenant hires from Landlord, those certain Premises in the County of Stanislaus, more particularly described in Attachment A "Map of the Premises".
2. Base Monthly Rent: Tenant agrees to pay rent to Landlord for the use of the above-described Premises, during the term designated below, payable on the first day of the month following the month for which the obligation accrues in the amount of \$200.00 dollars each month. The rent due during any holdover period will be the Base Monthly Rent plus 10%.
3. Delivery of Rent: All rent due under this Lease shall be made payable to the County of Stanislaus, and shall be considered paid when delivered to:

Stanislaus County Library
Accounting Department
1500 I Street
Modesto, California 95354

County may, at any time, by written notice to Tenant, designate a different address to which Tenant shall deliver the rent payments. County may, but is not obligated to, send monthly rent invoices to Tenant.

4. Failure to Pay Base Monthly Rent; Late Charge:

a. If Tenant fails to pay rent due hereunder at the time it is due and payable, such unpaid amounts shall bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, computed on the basis of monthly compounding with actual days elapsed compared to a 360 day year. In addition to such interest, the late payment by Tenant of any monthly rental due hereunder will cause County to incur certain costs and expenses not contemplated under this Lease, the exact amount of which costs being extremely difficult or impracticable to fix. Such costs and expenses will include, without limitation, administrative and collection costs, and processing and accounting expenses. Therefore, if any such monthly rental is not received by County within five (5) calendar days following the due date, Tenant shall immediately pay to County a late charge equal to five percent (5%) of such overdue amount. This late charge represents a reasonable estimate of such costs and expenses and is fair compensation to County for its loss caused by Tenant's nonpayment. Should Tenant pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of rent due hereunder, County's acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent County from exercising all other rights and remedies available to County under this Lease or under law.

b. In the event of a dispute between the parties as to the correct amount of rent owed by Tenant, County may accept any sum tendered by Tenant in payment thereof, without prejudice to County's claim as to the proper amount of rent owing. If it is later determined that Tenant has not paid the full amount of rent owing, the late charge specified herein shall apply only to that portion of the rent still due and payable from Tenant.

5. Term: The term of this Lease shall be for a period of 12 months commencing at 12:01 p.m. on August 24, 2010 and terminating at 11:59 a.m. on August 23, 2011.
6. Option to Renew: Tenant has the option to renew this lease for an additional 12 months from the expiration of the original term, for a total lease period of 24 months. Tenant shall exercise the renewal option in writing no later than 90 days prior to termination of the lease period. The rental rate for the renewal period will be at the Base Monthly Rent plus 10%.
7. Early Termination. The parties shall have the right to terminate this Lease at any time by giving not less than 90 days prior written notice to the other party.
8. Holding Over: In case Tenant holds over beyond the end of the term of this lease, with the consent expressed or implied of Landlord, such tenancy shall be from month to month only, subject to the terms and conditions of this lease, but shall not be deemed to be a renewal. The rent to be paid in a hold over situation shall be at the rate provided above.
9. Utilities: Landlord shall pay for the furnishing of all utilities which may be used in or upon the Premises during the term of this lease or any extension or holdover period. Unless otherwise agreed to in writing by the Landlord, Tenant may not install telephone service or any other utility service to the Premises. Any equipment installed must be done with written approval from the Landlord and at the Tenant's expense. Tenant must pay for ongoing expenses associated with the equipment during the terms of this agreement. These expenses are in addition to said rent in paragraph number 2 in this agreement.
10. Use of the Premises: Tenant may use the described Premises for historical research and the storage and use of the items listed in Attachment B "Items to be Stored". Tenant's use shall be non-exclusive and access to the Premises by the public and Landlord shall be maintained unobstructed at all times. Access to the Premises is restricted to the Patterson Library's normal business hours, which may be changed from time to time as approved by the Board of Supervisors. Tenant shall not use or permit the use of the Premises for any other purpose or purposes without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably.
11. Security: Tenant shall be responsible for and shall provide for the security of any items it places within the Premises. The Landlord shall not be responsible to Tenant for any loss of property from the Premises, however occurring, nor the replacement

of any equipment, furnishings or property of any kind, whether lost, stolen, broken, burned or otherwise damaged.

12. Maintenance:

12.1. Landlord Obligations: Landlord shall, at Landlord's own expense, keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon the Premises.

12.2. Tenant's Obligations: Excluding normal wear and tear, and, excluding heating and cooling equipment, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, (c) be in accordance with all laws.

12.3. Entry: Tenant shall permit Landlord, or an authorized agent of Landlord, free access to the Premises at all reasonable times for the purpose of inspection or for making necessary improvements or repairs.

13. Asbestos Notification: In September, 1989, the Governor of California signed AB-1564, an Asbestos Notification law, codified in Section 25915 et seq. of the Health and Safety Code. Health and Safety Code Section 25915(a) states:

Notwithstanding any other provisions of the law, the owner of any building constructed prior to 1979, who knows that the building contains asbestos-containing construction materials, shall provide notice to all employees of that owner working within the building.

Should the Landlord know of any asbestos-containing material, Landlord will notify Tenant within ten (10) days.

If Tenant suspects or has reason to believe that the Premises, as described in Section 1, contains asbestos-containing material, Landlord shall within ten (10) days of Tenant's request supply Tenant with an Asbestos Survey Report done by a qualified hazardous material specialist. If Landlord fails to have requested testing done, Tenant shall have the required testing done and all related cost shall be deducted from the lease payment. If test is positive and abatement is necessary, Landlord shall provide the Tenant an Asbestos Abatement Plan within thirty (30) days.

14. Building Ventilation: Premises shall comply with Title 8, Section 5142, California Code of Regulations, "Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems" to provide minimum building ventilation. Provided, however, that Landlord may terminate this lease should it decide that repair expenses, do not merit the continuance of this lease. Tenant shall be given notice by Landlord of said decision and notice shall provide Tenant adequate time to make other arrangements.

15. CAL/OSHA Inspections: If the Premises are cited by CAL/OSHA, Landlord shall be required to abate said citations. Provided, however, that Landlord may terminate this lease should it decide that abatement cost, do not merit the continuance of this lease. Tenant shall be given notice by Landlord of said decision and notice shall provide Tenant adequate time to make other arrangements.
16. Acceptance of Premises. Lessee has made a thorough inspection of the Premises prior to the Commencement Date of this Lease, and accepts the Premises as of the Commencement Date in their condition at that time. Lessee further acknowledges that Landlord has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on its inspection of the Premises with respect thereto.
17. Janitorial Services: Landlord shall furnish janitorial service as is necessary on the Premises consistent with service levels and demands customary for the Patterson Library.
18. Alterations: The parties agree not to make any alterations in or on the Premises without first securing the written consent of the other party and further agree to make such alterations only at such time that is agreeable to the other party.
19. Tenant's Indemnity. County shall not be liable for, and Tenant shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Lease and arising either directly or indirectly from any act, error, omission or negligence of Tenant or its contractors, licensees, agents, volunteers, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Tenant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
20. County's Indemnity. County shall defend and indemnify Tenant and hold it harmless from and against any Claims related to this Lease that arise solely from any act, omission or negligence of County Parties.
21. Covered Claims. The obligations of Tenant and County hereunder to indemnify defend and hold each other harmless shall not apply to the extent that insurance carried by Tenant or County, other than any program of self-insurance covers any Claim.
22. Tenant's Insurance Obligations. Tenant shall procure and maintain, at Tenant's expense and for the duration of the Agreement, insurance coverage provided by a California admitted insurer licensed to transact business in California as hereinafter provided, including insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance or

omission to perform any term or condition of this agreement by the Tenant or the Tenant's agents, representatives, employees or subcontractors, as follows:

a. Scope of Insurance: Insurance Coverage shall be at least as broad as:

i. General Liability: One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission to act by Tenant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

ii. Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than One Million Dollars (\$1,000,000.00) per accident, and providing property damage liability of no less than One Hundred Thousand Dollars (\$100,000.00) per accident.

b. Deductibles, Self-Insured Retentions, Named Insureds: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or Tenant shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability and Automobile Liability Coverage:

1. Tenant shall provide a specific endorsement naming the County and the County's officers, officials, employees and volunteers as additional insureds regarding liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of Tenant, including the insured's general supervision of Tenant, services, products and completed operations of Tenant, Premises owned, occupied or used by Tenant, and automobiles owned, leased, hired or borrowed by Tenant. The coverage shall contain no special limitations on the scope of protection afforded to the County or the County's officers, officials, employees or volunteers.

2. Tenant's insurance coverage shall be primary insurance regarding the County and the County's officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County or the County's officers, officials, employees or volunteers shall be in excess of Tenant's insurance and shall not contribute with Tenant's insurance.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or the County's officers, officials, employees or volunteers.

4. The Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. Workers Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the County and the County's officers, officials, employees and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by Contractor.

iii. All Coverage: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

d. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with the Best's rating of no less than A-VIII.

e. Verification of Coverage: Prior to performing any term or condition of this Agreement, contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this section. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in the County's sole and absolute discretion, approved by the County before Tenant performs any term or condition of this Agreement. The County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

f. Insurance Limits Do Not Limit Tenant Liability: The limits of insurance described herein shall not limit the liability of Tenant and Tenant's agents, representatives, employees or subcontractors. Copies of these policies and certificates evidencing the same shall be filed with the County. The filing of all insurance policies and certificates required by this paragraph is a condition precedent to this permit becoming effective.

23. County's Insurance Obligations. County maintains a policy of All-Risk Insurance covering the County's personal property in the Premises, including any fixtures or equipment in the Premises owned by County. The County utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out its use or occupancy of the Premises.

24. Notices: Notices desired or required to be given by this lease or by any law now in effect or later enacted, may be given by enclosing the Notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with

postage prepaid, in United States mail. The envelope containing the Notice shall be addressed to Landlord as follows:

Stanislaus County Library
Administration Office
1500 I Street
Modesto, California 95354

or other place as may be designated in writing by Landlord and the envelopes containing the Notices to the Tenant shall be addressed as follows:

Patterson Township Historical Society, Inc.
P.O. Box 15
Patterson, California 95363

25. Loss: Landlord agrees that should the demised Premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for Tenant's occupancy, then this lease shall be terminated immediately upon the happening of any such event whereupon Tenant shall surrender the Premises and shall not be liable for any further payments. In the event of any lesser damage by any such cause, Landlord shall restore the Premises to the condition it was in immediately prior to the event causing the damage, and the lease payment shall abate in proportion to the area not used by Tenant during the period of restoration. If Landlord should fail to pursue restoration work with reasonable diligence to completion, Tenant, at its sole option may surrender the Premises and shall not be liable for any further lease payments under this lease and agreement.
26. Successors: Each and all of the terms and agreements contained in this Lease Agreement shall be binding upon and shall inure to the benefit of the successors in interest of Landlord, and wherever the context permits or requires, the successors in interest to Tenant.
27. Taxes: Tenant agrees to pay all lawful taxes, assessments, or charges which, at any time, may be levied by the State, County, City or any tax assessment or assessment levying body upon any interest in this permit of any possessory right which Tenant may have in or to the Premises covered hereby or the improvements thereon by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments and charges on goods, merchandise, pictures, appliances, equipment and property owned by it in or about said Premises. Tenant shall and does hereby assume responsibility for payment of any and all licenses applicable to its operation on said Premises.
28. Surrender: Tenant shall surrender the Premises to Landlord at the expiration of this lease in as good a condition as at the commencement of it, excepting reasonable wear and tear, damages and destruction by the elements, or other persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS
GENERAL SERVICES ADMINISTRATION

By: 

KEITH BOGGS
GSA Director


APPROVED AS TO CONTENT:

By: 

VANESSA CZOPEK
County Librarian

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 

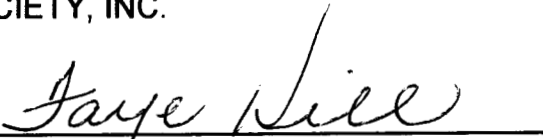
THOMAS E. BOZE
Deputy County Counsel

PATTERSON TOWNSHIP HISTORICAL
SOCIETY, INC.

By: 

JOLAND SCHUT
President

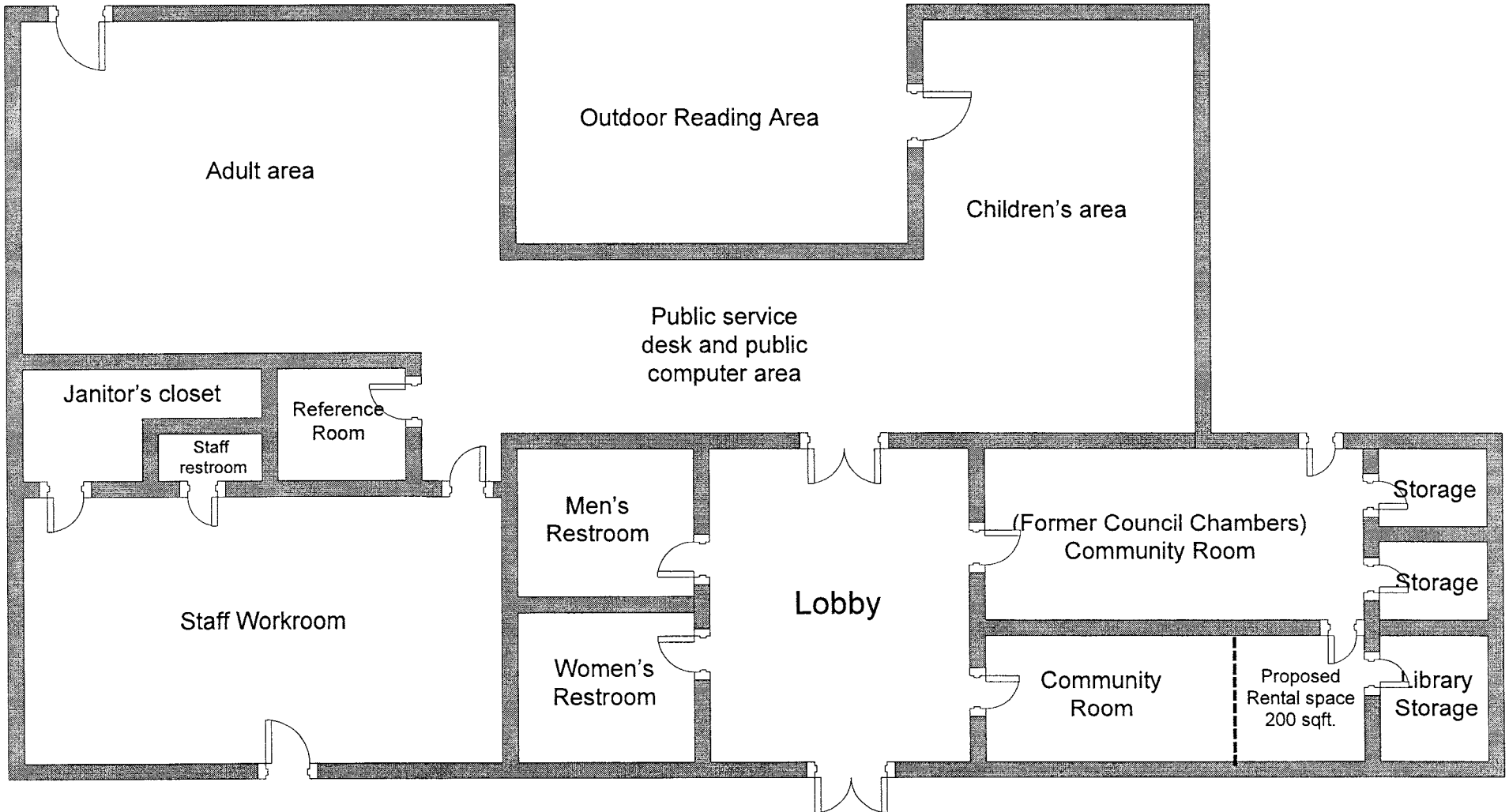
PATTERSON TOWNSHIP HISTORICAL
SOCIETY, INC.

By: 

FAYE HILL
Secretary

Patterson Library – Floor plan July 2010

Attachment A



**PATTERSON TOWNSHIP HISTORICAL SOCIETY
RESEARCH CENTER
Patterson Library**

Metal 4-drawer filing cabinets – up to 10 (locked when not in use)
3 stacks metal flat drawer files for newspaper storage (locked when not in use)
Lockable cabinets for computer equipment, scanners and printers
1 office-type chair
1 foldable table and chairs

**DECLARATION OF PUBLICATION
(C.C.P. S2015.5)**

**COUNTY OF STANISLAUS
STATE OF CALIFORNIA**

I am a citizen of the United States and a resident Of the County aforesaid; I am over the age of Eighteen years, and not a party to or interested In the above entitle matter. I am a printer and Principal clerk of the publisher of **THE MODESTO BEE**, printed in the City of **MODESTO**, County of **STANISLAUS**, State of California, daily, for which said newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of **STANISLAUS**, State of California, Under the date of **February 25, 1951, Action No. 46453**; that the notice of which the annexed is a printed copy, has been published in each issue there of on the following dates, to wit:

Aug 03, 2010

STANISLAUS COUNTY
NOTICE OF INTENT TO LEASE PROP-
ERTY

STANISLAUS COUNTY HEREBY SERVES NOTICE OF ITS INTENT to offer for lease real property described as follows: approximately 200 square feet within the Patterson Library Small Community Room at 46 North Salado Ave., Patterson, CA. The terms of the lease would be: Non-Exclusive use of approximately 200 square feet to be used for a research center including the storage of historical documents and office equipment, located within the Patterson Library Small Community Room at 46 North Salado Ave., Patterson, CA; no other use is permitted; Access restricted to Patterson Library normal business hours; 1 year term with option to renew for 1 additional year, total of 2 years only; and, other such items not mentioned herein that are required by the lease agreement. A full copy of the lease agreement is available in the Office of the Clerk of the Board of Supervisors, 1010 10th Street, Suite 6700, Modesto, CA. The location where offers to lease the property will be accepted: Stanislaus County Library, Administration Office, 1500 I Street, Modesto, CA 95354, phone: (209) 558-7801, no later than 4:30 p.m. on Tuesday, August 17, 2010. The County officer authorized to execute the lease: Either the Stanislaus County Chief Executive Officer or the Stanislaus County Librarian, or her designee, as determined by the Board of Supervisors. Questions can be directed to Vanessa Czopek at the above mentioned address and phone number.
Pub Dates Aug 3, 2010

I certify (or declare) under penalty of perjury That the foregoing is true and correct and that This declaration was executed at

MODESTO, California on

August 3rd, 2010

(By Electronic Facsimile Signature)

Marie Hickman