

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

DEPT: Community Services Agency

BOARD AGENDA # *B-7

Urgent

Routine

AGENDA DATE March 15, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Community Services Agency (CSA) to Open the West County Service Center in Patterson for the Co-Location of County Services with Alliance Worknet (AW), Health Services Agency (HSA) Women, Infants and Children (WIC) and Educational Services by Yosemite Community College District (YCCD) - Modesto Junior College (MJC)

STAFF RECOMMENDATIONS:

Authorize the Community Services Agency (CSA) to work with the General Services Agency (GSA) to negotiate and enter into a lease for the West County Service Center in Patterson, and negotiate a sub-lease for space with Yosemite Community College District (YCCD) - Modesto Junior College (MJC).

FISCAL IMPACT:

The estimated total start-up cost to open the West County Service Center is \$43,580 in Fiscal Year 2010-2011 to cover one-time installation of telecommunications and equipment needs. Operating costs for the remainder of Fiscal Year 2010-2011 are \$17,120 for the building lease, janitorial, utilities and security. Annual operating costs are estimated at \$45,243. Each agency will fund their share of the West County Service Center site costs based on the square footage of the space they occupy and will review space utilization annually. Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2011-157

On motion of Supervisor DeMartini, Seconded by Supervisor Withrow and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Community Services Agency (CSA) to Open the West County Service Center in Patterson for the Co-Location of County Services with Alliance Worknet (AW), Health Services Agency (HSA) Women, Infants and Children (WIC) and Educational Services by Yosemite Community College District (YCCD) – Modesto Junior College (MJC)

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FISCAL IMPACT: Continued

In Fiscal Year 2010-2011 the West County Service Center space utilization is Community Services Agency (CSA) 26.1%; Alliance Worknet (AW) 27.6%, Health Services Agency (HSA) Women, Infants and Children (WIC) 40.7% and Yosemite Community College District (YCCD) 5.6%. Existing appropriations and estimated revenue to support the West County Services Center are available in each participating County Department's Fiscal Year 2010-2011 Legal Budget or Mid-Year Submission. Appropriations and estimated revenue to support operating costs for the duration of the three (3) year lease agreement will be included with each Department's future County budget submissions. There is no additional cost to the County General Fund as a result of opening the West County Services Center.

DISCUSSION:

The Health Services Agency (HSA) has been providing Women, Infants and Children's (WIC) services in the West County since 1995. The Community Services Agency (CSA) has been providing StanWORKs services in the West County since 1999 joined by Alliance Worknet (AW) providing Welfare to Work (WTW) services for StanWORKs customers since 2007. The Center for Human Services (CHS) has provided space in the City of Patterson for services rendered by AW and HSA-WIC. WIC is currently leasing office and classroom space one day a week from CHS. WIC has been at this location since 2004 and has since experienced a 50% growth in participants therefore the current space is no longer adequate to meet the demand. AW is using space in a CHS leased building on a month to month basis, and CSA staff drive from Modesto two (2) times a week to provide StanWORKs services in the West County.

Current efforts to provide services in the West County have been extremely successful to date and have significantly reduced both customer and Agency travel time and transportation costs. Absent these services in the West County, County residents, many with children, accessing the services from the three (3) Departments would be required to travel to Modesto or Turlock making it more difficult and expensive to access County services.

The CHS lease for the AW space will expire May 2011 as the result of grant funding no longer available to CHS. The loss of AW space at the Patterson Teen Center impacts AW's ability to meet their contractual obligation with CSA to provide StanWORKs Welfare-to-Work services to over 150 customers residing in the West County.

The West County Service Center will allow AW to serve approximately 1,850 one-stop customers with other AW services never before offered in the West County. During the past two (2) years, demand for public assistance has risen dramatically. One in three residents in Stanislaus County is a recipient of some type of public assistance. During the month of September 2010, 14,258 individuals/families received services at the Community Services Facility, of which 6,500 were residents of the West County community.

Approval for the Community Services Agency (CSA) to Open the West County Service Center in Patterson for the Co-Location of County Services with Alliance Worknet (AW), Health Services Agency (HSA) Women, Infants and Children (WIC) and Educational Services by Yosemite Community College District (YCCD) – Modesto Junior College (MJC)
Page 3

Recognizing the need for co-location of county services in the West County, the three (3) County Departments worked together with partners in the area and have found a suitable site at 66 N. El Circulo Drive, Patterson, CA to offer services jointly, modeling the successful partnership currently known as the East County Service Center.

In addition Yosemite Community College District (YCCD) – Modesto Junior College (MJC) expressed an interest in partnering with the County to sub-lease space at the proposed location to provide educational services to the residents in the West County. YCCD has a plan approved by the City of Patterson to develop a satellite education site in the West County that is expected to open in August 2012. A sub-lease with the County will be short term and the partnering County Departments will re-allocate the vacated space upon YCCD-MJC departure.

The Agency recommends opening the West County Service Center to co-locate county personnel to provide centralized county services and to sub-lease space to YCCD-MJC to provide educational services in the West County. The Board of Supervisors' Capital Facilities Committee (Supervisors Monteith and O'Brien) reviewed this recommendation on March 3, 2011.

POLICY ISSUES:

Approval to open the West County Service Center supports the Board's priorities of A Healthy Community and Efficient Delivery of Public Services by providing a one-stop center to the community that will provide county services in the West County.

STAFFING ISSUES:

Existing Community Services Agency, Health Services Agency and Alliance Worknet staff is available to support the services at the West County Service Center.

CONTACT PERSON:

Christine C. Applegate, Director 558-2500

LEASE AGREEMENT

BOARD OF SUPERVISORS

LEASE SUMMARY:

2011 OCT 19 P 2:30

Lease date: March 16, 2011

Landlord:

John J. Ramos, Trustee
Brenda J. Ramos, Trustee

Tenant:

Stanislaus County

Address of Landlord:

c/o Ramos Investments
11 Plaza, Suite G
Patterson, CA 95363

Address of Tenant:

Attn: Purchasing Agent
1010 Tenth Street, Suite 5400
Modesto, CA 95354

Premises Address: 66 N. El Circulo, Patterson, CA

Premises Square Footage: 2,660

Term: Three (3) years commencing at 12:01 am 3/16/2011 to 11:59 p.m. on 3/15/2014

Monthly Basic Rent: \$2,394.00 (\$0.90 per sq. ft.) for the first year. Thereafter, rent shall be increased annually by the lesser of the Consumer Price Index (CPI) for West Urban Area or three percent (3%).

Termination date: March 15, 2014

Permitted Use: County office space

AGREEMENT:

This Lease Agreement (the "Lease Agreement") is entered into in the City of Modesto, State of California, as of March 16, 2011 between the **COUNTY OF STANISLAUS**, a political subdivision of the State of California, ("Tenant"), and John J. Ramos and Brenda J. Ramos, co-trustees of the John and Brenda Ramos Revocable Trust dated December 7, 2006 (jointly and severally "Landlord"), in consideration of the premises, 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 as 66 N. El Circulo, Patterson, California.
2. **Payment:** Tenant agrees to pay to Landlord for the premises above-described, during the first year of the term designated below, \$2,394.00 (2,660 sq. ft. @ \$0.90/sq. ft) per month payable on the first day of the month following the month for which the obligation accrues. Thereafter, rent shall be increased annually by the lesser of the Consumer Price Index (CPI) for West Urban Area or three percent (3%).

3. Term: The term of this Lease Agreement shall be for a period of three (3) years beginning at 12:01 A.M. on March 16, 2011 and terminating at 11:59 P.M. on March 15, 2014
4. Option to Renew: THIS SECTION IS INTENTIONALLY OMITTED.
5. Utilities:
- 5.1 Landlord shall pay for the furnishing of landscape maintenance which may be used in or upon the premises during the term of this Lease Agreement or any extension or holdover period.
- 5.2 Tenant shall pay for the furnishing of gas, electric, telephone, water, garbage and sewer which may be used in or upon the premises during the term of this Lease Agreement, or any extension or holdover period, provided that Tenant has contracted directly with the utility companies.
6. Use of the Premises: Tenant may use the premises for the purpose of County office space. Tenant shall not use or permit the premises to be used for any other purpose or purposes without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably.
7. Maintenance:
- 7.1. Landlord Representations: Landlord represents to Tenant that (i) the Premises, the Building and all Common Areas (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including the Americans With Disabilities Act; and are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; and (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined) and (iv) Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
- 7.2. 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 and replace as needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems

serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering (if such floor covering is carpeting it shall be replaced as needed but not less often than after five (5) years of use); (2) interior partitions; (3) doors; (4) the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years and (5) signage.

7.2.1 Landlord to provide HVAC: Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease Agreement and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

7.2.2. 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 and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant, 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.

7.3. 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.

7.4. Tenant's Right to Repair: If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such

notice, but in any event not later than five (5) days after the giving of such notice, then Tenant, at its sole option, may either proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities) or may surrender the premises and shall not be liable for any further lease payments under this Lease Agreement. Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease Agreement to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action. If not reimbursed by Landlord within ten (10) days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease Agreement the amount set forth in its invoice for such work.

8. 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.

9. 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 Agreement should it decide that repair expenses, do not merit the continuance of this Lease Agreement. Tenant shall be given notice by Landlord of said decision and notice shall provide Tenant adequate time to make other arrangements.
10. CAL/OSHA Inspections: If the premises, as described in Section 1, is cited by CAL/OSHA, Landlord shall be required to abate said citations. Provided, however, that Landlord may terminate this Lease Agreement should it decide that abatement

cost, do not merit the continuance of this Lease Agreement. Tenant shall be given notice by Landlord of said decision and notice shall provide Tenant adequate time to make other arrangements.

11. Holding Over: In case Tenant holds over beyond the end of the term of this Lease Agreement, 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 Agreement, 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 in the terms of this Lease Agreement.
12. Janitorial Services: Tenant shall furnish janitorial service as is necessary on the premises.
13. 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.
14. Notices: Notices desired or required to be given by this Lease Agreement 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 State mail. The envelope containing the Notice shall be addressed to Landlord as follows:

John J. Ramos & Brenda J. Ramos, Trustees
c/o Ramos Investments
11 Plaza, Suite G
Patterson, CA 95363

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:

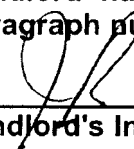
Stanislaus County Purchasing Agent
1010 10th Street Place Suite #5400
Modesto, CA 95354

15. 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 Agreement 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 Agreement.
16. 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.

17. Trade Fixtures: Tenant shall install such fixtures, equipment, and personal property as may be necessary and convenient for its operation. Such furniture, equipment, and personal property may be removed at any time during Tenant's tenancy or within a reasonable time thereafter, and shall not be considered part of the premises. Removal of the same shall not damage or deface the premises, and if the premises shall be so damaged, Tenant shall repair such damage at its own expense.
18. Fire and Other Perils Insurance: The parties agree to be responsible for damage by the perils of fire, extended coverage, and vandalism to those items of real and personal property for which they hold title or for which they have assumed liability to others.
19. Waiver of Rights of Subrogation: Landlord and Tenant agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. Landlord and Tenant grant to each other on behalf of any insurer providing insurance to either of them with respect to the premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.
20. Liability Insurance: Tenant agrees to hold Landlord harmless from loss occurring on the premises and arising out of Tenant's occupancy of the premises. Tenant assumes no liability for any loss caused by the sole negligence of Landlord.
21. Lack of Funding: If, during the term of this Lease Agreement, Tenant, Stanislaus County, in its sole discretion, determines that sufficient funds are not available to allow for continuation of this Lease Agreement or current County-owned space becomes available, Tenant may terminate this Lease Agreement upon one hundred twenty (120) days written notice to Landlord without further obligation to Landlord.

Landlord has read and understands specifically those terms contained in paragraph number 21 listed directly above.



Landlord's Initials



Landlord's Initials

22. Surrender: Tenant shall surrender the premises to Landlord at the expiration of this Lease Agreement 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.
23. Subordination and Mortgages:
 - 23.1. Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease Agreement to the lien of any mortgages or deeds of trust now or hereafter in force against the building; provided, however, Tenant's obligation to subordinate this Lease Agreement is expressly

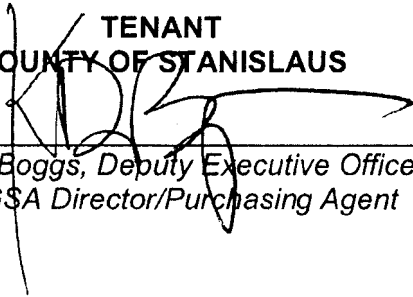
conditioned upon Tenant receiving a written agreement in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement and provided further that no such subordination shall affect any option to extend the Term of this Lease Agreement, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the property which may be included in this Lease Agreement.

- 23.2 Existing Deeds of Trust. The beneficiary under any existing deed of trust affecting the building shall provide a written agreement to tenant in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement within thirty (30) days after the execution of this Lease Agreement.
- 23.3 Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the property in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement.
- 23.4 Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of default served upon Landlord which could permit Tenant to terminate this Lease Agreement and an additional ten (10) days within which to cure such default.
24. Estoppel Certificate: Tenant shall, within thirty (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document III in the Supplemental Lease Documents delivered to Landlord concurrently with this Lease Agreement (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.
25. Entire Agreement: This Lease Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Lease Agreement shall be valid or binding.
- 26 Duplicate Counterparts: This Lease Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

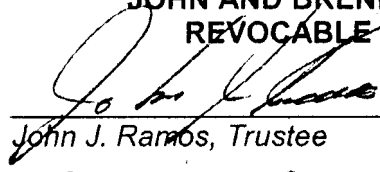
[SIGNATURES SET FORTH ON FOLLOWING PAGE]

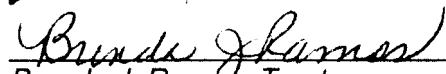
IN WITNESS WHEREOF Landlord has executed this Lease Agreement and Tenant, County of Stanislaus, by order of the Board of Supervisors, has caused this Lease Agreement to be executed on its behalf by the County Purchasing Agent on the day, month and year above written.

**TENANT
COUNTY OF STANISLAUS**

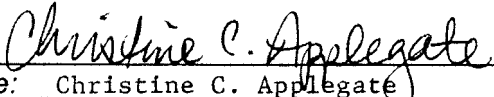
By: 
Keith D. Boggs, Deputy Executive Officer,
Interim GSA Director/Purchasing Agent

**LANDLORD
JOHN AND BRENDA RAMOS
REVOCABLE TRUST**

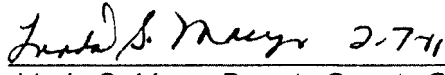

John J. Ramos, Trustee


Brenda J. Ramos, Trustee

**APPROVED AS TO CONTENT:
Stanislaus County
Community Services Agency**

By: 
Name: Christine C. Applegate
Title: Director, Community Services Agency

**APPROVED AS TO FORM
John P. Doering, County Counsel**

By: 
Linda S. Macy, Deputy County Counsel

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4/19/2011

ALLOCATE COSTS TO OTHER CSF DEPTS

SUPPLIER: John J. Ramos and Brenda J. Ramos c/o Ramos Investments
West Side Service Center

Rent

POSTED TO F/S	SERVICE PERIOD	CHARGES
DATE		
TOTAL CHGS		\$ 2,394.00

999076

DEPTS	FUND	ORG	ACCT	GL	LOC	MISC	% SQ FT	CURR SQ FT OCCUPIED	CHGS ALLOCATED
AWN (Resource Center)	1320	33134	65300	300400	1645	0	0.117070	255	\$ 280.27
AWN (Job Club)	1317	33901	65300	0	1645	0	0.158890	346	\$ 380.38
WIC	1402	1420610	65300	0	0	0	0.407710	887	\$ 976.06
CSA/YCCD	1631	45301	65300	1723	218	4213	0.079083	172	\$ 189.32
CSA/YCCD	1631	45301	65300	1808	218	4213	0.079083	172	\$ 189.32
CSA/YCCD	1631	45401	65300	1902	218	4213	0.079083	172	\$ 189.32
CSA/YCCD	1631	45401	65300	1952	218	4213	0.079083	172	\$ 189.32
TOTAL							1.00	2,177	\$ 2,394.00

7 per Petra R.
4-22-11

*BASED ON OCCUPIED SQUARE FEET CALCULATED FOR RENTAL RATE (APPROVED FOR FY 10/11)

Total charges	\$	2,394.00
CSA portion		757.29
Other departments		\$1,636.71

Diane Tollefson 4/19/11
Diane Tollefson-CSA Date

Elaine Emery 4/19/11
Elaine Emery-WIC Date

Mike Firpo 4/21/2011
Mike Firpo-AWN Date

RECEIVED
APR 20 2011
GENERAL SERVICES AGENCY

2011 OCT 19 P 2:30

COMMERCIAL SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is entered as of April 1, 2011, by and between **Stanislaus County** ("Sublessor") and **YOSEMITE COMMUNITY COLLEGE DISTRICT**, a public education entity, ("Subtenant"). Sublessor and Subtenant may collectively be referred to as the "Parties".

WHEREAS, Sublessor entered into a lease agreement dated April 1, 2011, between the Sublessor and John J. Ramos and Brenda J. Ramos, co-trustees of the John and Brenda Ramos Revocable Trust dated December 7, 2006 ("Landlord") for a term ending on March 15, 2014, (the "Master Lease Agreement"); and

WHEREAS, Sublessor and Subtenant wish to enter into this Sublease.

NOW, THEREFORE, the Parties agree as follows:

PREMISES: Sublessor hereby subleases a portion of office space (approximately 5.604% of the space) within the premises located at: 66 North El Circulo, Patterson, California ("Premises") to Subtenant. Subtenant's occupancy of the Premises shall also include use of the conference rooms as needed.

SUBLEASE TERM: The Sublease shall begin on April 1, 2011, and shall end on June 30, 2012, (Sublease Term). Either party may cancel this Sublease with thirty (30) days prior written notice to the other party.

LEASE PAYMENTS: Subtenant agrees to pay to Sublessor as rent, including utilities, janitorial services, maintenance, alarm, communications and phone for office space located within the Premises the amount of \$279, ("Rent") per month, due and payable upon the execution of this Sublease at 66 North El Circulo, Patterson, California.

At the end of each fiscal year, adjustments to actual allocated costs of utilities, maintenance, communications and phone for office space will occur. Sublessor shall reflect the adjustment to Subtenant via a closeout invoice by August 31, 2012, not to exceed a total of \$4,500 for the Sublease period of April 1, 2011, through June 30, 2012.

BUSINESS TAXES: Subtenant shall pay all business taxes in respect of the business carried on, in or upon the Premises.

QUIET ENJOYMENT: Subtenant shall be entitled to quiet enjoyment of the Premises, and neither Sublessor nor Landlord shall interfere with that right, as long as Subtenant pays the rent in a timely manner and performs all other obligations under this Sublease.

POSSESSION AND SURRENDER OF PREMISES: Subtenant shall be entitled to possession of the Premises on the first day of the Sublease Term. At the expiration of the Sublease, Subtenant shall peaceably surrender the Premises to Sublessor or Sublessor's agent in as good condition as it was at the commencement of the Sublease, reasonable wear and tear excepted.

CONDITION OF PREMISES: Subtenant or Subtenant's agent has inspected the Premises, the fixtures, the grounds, building improvements (including, but not limited to the electrical, Heat, Ventilating and Air Conditioning (HVAC) and fire sprinkler systems, security, environmental

aspects, and compliance with the requirements of the Americans with Disabilities Act) and acknowledges that the Premises are in good and acceptable condition and suitable for Subtenant's intended use. If at any time during the term of this Sublease, in Subtenant's opinion, the conditions change, Subtenant shall promptly provide reasonable notice to Sublessor.

OBLIGATIONS UNDER MASTER LEASE: Subtenant acknowledges the receipt of a copy of the Master Lease, as attached hereto as EXHIBIT A. Subtenant agrees that all terms and conditions of the Master Lease are hereby incorporated into this Sublease except for those provisions of the Master Lease that are directly contradicted by this Sublease, in which event the terms of this Sublease shall control over the Master Lease. Furthermore, the Subtenant shall comply with the terms therein and shall avoid actions or inactions that would constitute a breach or default of Sublessor's obligations in the Master Lease.

SEVERABILITY: If any part or parts of this Sublease shall be held unenforceable for any reason, the remainder of this Sublease shall continue in full force and effect. If any provision of this Sublease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

BINDING EFFECT: The covenants and conditions contained in this Sublease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

ENTIRE AGREEMENT: This Sublease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Sublease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified in writing and must be signed by both Parties.

GOVERING LAW: This Sublease shall be governed by and construed in accordance with the laws of the State of California.

NOTICE: Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to the other party in person, by the United States mail, certified or registered, postage prepaid, return receipt requested, or by fax or email. If such notice, demand or other communication is given by mail; such notice shall be conclusively deemed given five (5) days after deposit thereof in the United States mail.

CONTACT INFORMATION:

Stanislaus County Purchasing Agent	Yosemite Community College District
1010 10 th Street, Suite 5400	2201 Blue Gum Ave
Modesto, CA 95354	Modesto, CA 95358-1052

WAIVER: The failure of either party to enforce any provisions of this Sublease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease. The acceptance of rent by Sublessor or Landlord does not waive Sublessor's right to enforce any provisions of this Sublease.

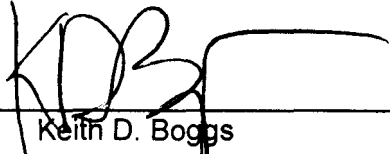
LEGAL FEES: In the event of any legal action by the Parties arising out of this Sublease, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

ADDITIONAL PROVISIONS:

1. Subtenant must provide Sublessor with proof of professional and general liability insurance coverage.
2. Subtenant must provide Sublessor with proof of a current business license.
3. Subtenant agrees to hold Sublessor and Landlord harmless for safety of Subtenant when on Premises outside Sublessor's normal business hours.
4. Subtenant agrees to hold Sublessor and Landlord harmless for theft or loss of any personal items left at Premises after normal business hours.
5. Subtenant shall not be responsible for start up expenses.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have caused this Sublease to be executed as of the day and year first above written.

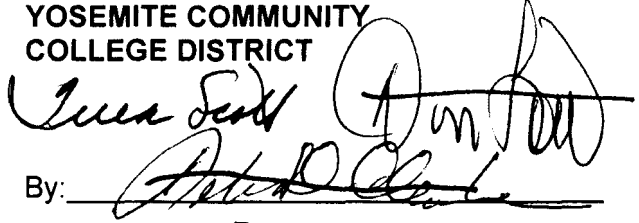
**SUBLESSOR:
STANISLAUS COUNTY**

By: 
Keith D. Boggs

Title: Deputy Executive Officer,
GSA Director/Purchasing Agent

Date: _____

**SUBTENANT:
YOSEMITE COMMUNITY
COLLEGE DISTRICT**

By: 

Teresa M. Scott
Executive Vice Chancellor

Title: _____

Date: 6/28/2011

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

By: 

Title: Deputy County Counsel

Date: 9/13/11

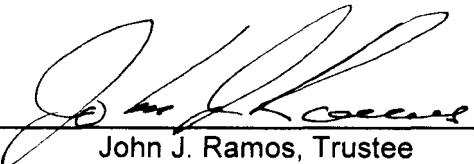
**APPROVED AS TO CONTENT:
COMMUNITY SERVICES AGENCY**

By: 
Christine C. Applegate

Title: Director

Date: 7/11/11

**LANDLORD APPROVAL OF SUBLEASE:
JOHN AND BRENDA RAMOS REVOCABLE TRUST**

By: 
John J. Ramos, Trustee

Date: _____

By: 
Brenda J. Ramos, Trustee

Date: _____