

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

DEPT: General Services Agency

BOARD AGENDA: 5.B.10
AGENDA DATE: March 29, 2022

SUBJECT:

Approval to Proceed with a Partnership with the Salida Fire Protection District for Shared Use of the Salida Fire Station, Located at 4820 Salida Boulevard in Salida, California, to Support a Sheriff Substation, Including the Approval of Project Budget in the Amount of \$371,000 Needed for Tenant Improvements and Furnishings, Authorize the General Services Agency Director/Purchasing Agent to Negotiate and Execute an Agreement/Ground Lease for Shared Use of the Property, and Related Matters

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2022-0125

On motion of Supervisor Grewal _____ Seconded by Supervisor C. Condit _____
and approved by the following vote,

Ayes: Supervisors: B. Condit, Chiesa, Grewal, C. Condit, and Chairman Withrow _____

Noes: Supervisors: None _____

Excused or Absent: Supervisors: None _____

Abstaining: Supervisor: None _____

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:  _____
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. DF-10-B-11

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: General Services Agency

BOARD AGENDA:5.B.10
AGENDA DATE: March 29, 2022

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Proceed with a Partnership with the Salida Fire Protection District for Shared Use of the Salida Fire Station, Located at 4820 Salida Boulevard in Salida, California, to Support a Sheriff Substation, Including the Approval of Project Budget in the Amount of \$371,000 Needed for Tenant Improvements and Furnishings, Authorize the General Services Agency Director/Purchasing Agent to Negotiate and Execute an Agreement/Ground Lease for Shared Use of the Property, and Related Matters

STAFF RECOMMENDATION:

1. Authorize the General Services Agency Director/Purchasing Agent to negotiate and execute a lease agreement with the Salida Fire Protection District for shared use of the Salida Fire Station, located at 4820 Salida Boulevard in Salida, California, to support a Sheriff's substation.
2. Approve of project budget in the amount of \$371,000 for tenant improvements and furnishings for the facility.
3. Authorize the use of \$72,000 in Appropriations for Contingencies, by four-fifths vote of the Board of Supervisors.
4. Direct the Auditor-Controller to increase revenue and appropriations in the General Services Agency Sheriff Salida Substation Project budget in the amount of \$371,000, as detailed in the attached budget journal.
5. Authorize the General Services Agency Director/Purchasing Agent, acting as the Project Manager, to issue work authorizations and execute contracts for professional services needed for this effort, so long as they are within the project budget.

DISCUSSION:

On September 21, 2021, the Board of Supervisors adopted the Final Budget for Fiscal Year 2021-2022 which included authorization for the Sheriff to resume dedicated patrol and substation services to the community of Salida. At that time, six new positions and four dedicated vehicles were approved and supported by Net County Cost. Recognizing the time it takes to hire, onboard, and train new deputies, the Sheriff moved forward immediately on staffing strategies with the plan to begin patrol 24/7 effective in April 2022.

Concurrently, Sheriff Leadership and General Services Agency (GSA) Capital Facilities team engaged in extensive review of facility options for lease or purchase within central Salida, ultimately selecting an option to lease/partner with the Salida Fire Protection District (District) in their existing station located at 4820 Salida Boulevard. This site is considered a temporary site, leveraging existing fire district assets with improvements necessary for the Sheriff staff to engage with the public, that is beneficial to the long-term plans of the fire district for this space.

Sheriff staff will be on patrol and out in the community policing and ensuring public safety for the residents of and visitors to Salida. The Salida Substation space will provide a safe, secure location for individual meetings with the Sheriff staff, for community reports, and a docking station for deputies whose primary duty is to be in the field. Signage on the Fire Station will identify the site as the co-location for the Sheriff Salida Substation, with contact information for the Sheriff's non-emergency dispatch.

The scope of work includes abatement of hazardous materials needed to provide new flooring in the facility and construction of walls and a restroom necessary to provide space for Sheriff operations. GSA and the Sheriff's staff will also coordinate informational technology access, furnishings, and signage for the facility. Construction is expected to begin in April 2022 and be completed in early summer 2022. During construction the Sheriff's Office will coordinate with GSA and the District for access to the space and begin operations in April 2022.

Lease Agreement

The County's Procurement Policy authorizes the General Services Agency Director to negotiate and execute leases whose value are less than \$200,000; however, since the lease is with another government agency, Board approval is required. The proposed terms of the lease allow the Sheriff's Office exclusive access to space within the facility to conduct operations. The lease will also provide shared use of the secured parking area, restrooms, exercise room, and kitchen. The District will retain exclusive use of its fire apparatus, sleeping quarters, and office space. Concurrently, staff are also working on a ground lease for the property, which will provide the County the option to construct a building on this property in the future. The Ground Lease will be brought back to the Board of Supervisors at a later date for consideration and approval, should the County elect to construct a permanent facility at this site.

These initial actions, if approved, are the first steps in establishing a two-year lease, with an option for an additional two years in the existing Salida Fire Station. This will provide opportunity for the Chief Executive Office, Sheriff and the Board of Supervisors to establish the long-term vision for Sheriff services in the community of Salida.

Project Financing

On March 15, 2022, the Board of Supervisors approved the Midyear Financial Report and adjustments for the Sheriff's Office Fiscal Year 2021-2022 budget that included \$299,000 in appropriations for tenant improvements, furnishings and technology needs at the Salida Fire Station for the Sheriff's Salida Substation. In exchange for the improvements to the facility, the District has agreed to rent in the amount of \$1.00 per year. It is recommended that the project budget be increased by an additional \$72,000, funded by Net County Cost through a transfer from Appropriations for Contingencies, for a total project budget of \$371,000. This contribution represents a lease cost savings of \$2,000 per month for three years which will be waived by Salida Fire Protection District in exchange for site improvements funded by the project.

POLICY ISSUE:

The Board of Supervisors direct the County's Capital Improvement Projects and must approve transfers between two legal budgets, increases in appropriations, and transfers from Appropriations for Contingencies by a four-fifths vote. Further, the Board of Supervisors must approve agreements between Stanislaus County and other governmental agencies.

FISCAL IMPACT:

Today's recommended actions include the approval of a \$371,000 project budget to fund tenant improvements, technology upgrades, furnishings needed for the Sheriff to occupy the space, professional services, and staff salaries and benefits to administer the project. If approved, appropriations will be increased in the Sheriff Salida Substation Project budget as shown in the following table:

PROJECT COSTS	BUDGET
Staff Salaries/Benefits	\$25,000
Major Altercations and Repairs	\$287,500
Furnishings/Technology	\$50,000
Professional Services	\$8,000
Other Charges	\$500
Total	\$371,000

Operating Transfers In will be increased by \$371,000 in the Capital Project budget. A budget adjustment for this project was included in the Fiscal Year 2021-2022 Midyear Financial Report. The adjustment increased appropriations by \$299,000 in the Sheriff – Operations legal budget unit. The remaining \$72,000 will be funded by a transfer from Appropriations for Contingencies.

BOARD OF SUPERVISORS' PRIORITY:

Approval of these recommended actions is consistent with the Boards' priorities of *Strong and Safe Neighborhoods* and *Delivering Efficient Public Services and Community Infrastructure* by developing a Sheriff's substation in the community of Salida to provide needed services to the citizens of Stanislaus County.

STAFFING IMPACT:

These recommended actions will be successfully completed by existing staff in the Chief Executive Office, General Services Agency, and the Sheriff's Office.

CONTACT PERSON:

Dan Wirtz, GSA Director/Purchasing Agent	(209) 525-6319
Andrew Johnson, GSA Assistant Director of Capital Facilities	(209) 525-4380

ATTACHMENT(S):

1. Budget Journal

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ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11

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Totals:	742000	742000
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Explanation:	Establish a capital project budget to construct tenant improvements, purchase furnishings, and install needed technology for the Sheriff to operate an outstation in Salida, California, in a shared use facility with the Salida Fire District. BOS 3/29/22.
	Transfer \$299,000 of appropriations in Sheriff Salida Substation org to Operating Transfers Out and increase Capital Project's Transfer In by \$299,000 (approved by BOS 3/15/2022 Midyear Financial Report).
	Transfer \$72,000 of CEO-Appropriations for Contingencies into Sheriff Salida Substation's Operating Transfers Out and increase Capital Project Transfers In by \$72,000.

Requesting Department		CEO	Data Entry		Auditors Office Only	
Cara Kiely	Patrick Cavanah			Vinal Chand		
Prepared by	Approved By		Keyed by	Prepared By	Approved By	
3/24/2022	3/25/2022					3/24/2022
Date	Date		Date	Date	Date	

LEASE AGREEMENT

This Lease Agreement (“**Lease**”), dated as of April 6, 2022 (“**Effective Date**”), is entered into by and between the Salida Fire Protection District (“**Landlord**”), and the Stanislaus County Sheriff’s Department (“**Tenant**”). Landlord and Tenant are referred to individually as a “**Party**” and collectively as the “**Parties**”.

PREAMBLE

A. The Fire Protection District Act (Health and Safety Code Section 13860 et seq.) provides that a Fire Protection District has the power to hold, manage, dispose of, convey and encumber its property and to create leasehold interests for the benefit of the District.

B. Landlord owns the property located at 4820 Salida Blvd., Salida, CA 95368, more particularly described on **Exhibit A** (APN 135-045-055-000) (“**Property**”) on which a building shown on **Exhibit B** is located (“**Building**”).

C. Tenant is interested in leasing a portion of the Building shown on **Exhibit C** (“**Premises**”) and desires to design and construct certain Tenant Improvements within the Building according to plans mutually approved by Landlord and Tenant.

D. It is in the public interest of the Parties to enter into this Lease inasmuch as each Party will derive substantial direct and indirect benefits therefrom, and the Lease will promote efficiencies in the delivery of public services for both public agencies.

E. Landlord desires to lease the Premises to Tenant and Tenant desires to lease the Premises from Landlord, on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant agree as follows:

TERMS AND CONDITIONS

1. Definitions.

A. **Exclusive Space:** That portion of the Building reserved for the exclusive use of Landlord as shown on **Exhibit D** (“**Exclusive Space**”).

B. **Shared Space:** That portion of the Building consisting of the exercise room, kitchen, common area and restrooms as shown on **Exhibit E**, together with the secure parking area on the Property (“**Shared Space**”).

2. Basic Lease Information.

A. **Rent:** For the Term of this Lease, Rent for the Premises and Tenant’s right to use the Shared Space shall be One Dollar (\$1.00) per year, payable in advance.

B. **Term:** This Lease is binding on the Parties upon the Effective Date. The term of the Lease is for a period of two (2) years commencing on May 1, 2022 (“**Commencement Date**”).

and terminating on April 30, 2024 ("**Termination Date**") unless extended. Tenant may begin work on the Tenant Improvements upon the Effective Date, in accordance with plans mutually approved by Landlord and Tenant.

C. **Option to Extend Lease Term:** Tenant shall have the option to extend the Lease term for three (3) additional one (1) year terms on the same terms and conditions of this Lease, upon written notice to Landlord.

D. **Utilities:**

i) Landlord will provide water; customary heat and air conditioning; sanitary sewer, storm drainage, electricity, gas and refuse removal (collectively, "utilities"). Utilities are not separately metered. Without the consent of Landlord, Tenant's use of utilities shall not exceed, either in voltage, rated capacity, or overall load, that which Landlord reasonably deems to be standard for the Building.

ii) Landlord has provided its total utility expenses for the previous 36 months, and such expenses average \$935 monthly.

iii) Tenant shall pay to Landlord 50% of the cost of utilities each month. Landlord shall invoice tenant every 30 days with copies of utility bills. Tenant shall pay its share of utilities within 30 days of receipt of invoice.

E. **Security Deposit:** NONE.

F. **Permitted Use:** Office, meeting space and other related uses for the County Sheriff's Department.

G. **Tenant Improvements:** Tenant Improvements shall be designed and constructed by Tenant according to plans mutually approved by Landlord and Tenant, and consist of the following:

- i) Removal of existing flooring and abatement of hazardous materials.
- ii) Installation of new flooring in the Premises and the Shared Space providing access to the Premises as shown on **Exhibit F**.
- iii) Modify space configuration by adding walls within the Premises as shown on **Exhibit F**.
- iv) Construct an ADA compliant restroom/shower within Premises.
- v) Install data, power upgrades, and telecommunication within and serving the Premises.
- vi) (Optional work) Tenant may install a key card access system for access to the Building or the Premises; and/or the Secured Parking Area, however, Tenant is not required to do so.

3. Lease Grant.

A. On the terms and conditions set forth herein, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term beginning on the Commencement Date and ending on the Termination Date unless extended or sooner terminated pursuant to this Lease. Tenant is also entitled to use, on a nonexclusive basis, the Shared Space for the mutual use and benefit of Landlord and Tenant.

B. Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, and subject to the other provisions of this Lease, Tenant shall have the right of access and quiet enjoyment and use of the Premises for the term of this Lease or any extension period, without hindrance or interruption by Landlord or any other person claiming by or through Landlord.

4. Ground Lease.

A. In consideration of Tenant's construction of the Tenant Improvements and other good and valuable consideration, Landlord and Tenant agree to work toward entering into a long-term ground lease pursuant to which Landlord will lease a portion of the Property to Tenant for the construction of a new Sheriff's Sub-Station. Landlord and Tenant agree in good faith to negotiate and execute a long term Ground Lease within one (1) year from the Commencement Date of this Lease, unless such time period is extended by mutual agreement of Landlord and Tenant.

B. Tenant has obtained a Condition of Title Report attached hereto as **Exhibit G** showing that the Premises are vested in Landlord free and clear of liens and encumbrances. If, at any time after the date of the Condition of Title Report, Landlord shall not approve and authorize any new title matters, liens or encumbrances against the Property without the express permission of Tenant.

C. Tenant shall be entitled to retain environmental consultant to perform a Phase 1 and Phase 2 Environmental Survey of the Premises, to determine the existence of any toxic or hazardous waste, material or substance on or under the Premises or any other environmental condition which would adversely affect Tenant's ability to develop and use the Premises.

5. "As Is"; Possession. The Premises are accepted by Tenant in "as is" condition and configuration without any representations or warranties by Landlord except as follows: Landlord shall deliver the Premises to Tenant broom clean and free of debris on the Commencement Date. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition.

6. Rent and Utilities. Tenant shall pay the Rent and Utilities as set forth in Section 2.D. herein. Rent for the entire term is due in advance. Each payment for utilities is due within 30 days after receipt of Landlord's invoice. Utility payments shall be made payable to the entity, and sent to the address, Landlord designates and shall be made by good and sufficient check or by other means acceptable to Landlord.

7. **Janitorial Services.** Tenant shall provide and pay for janitorial services for the Premises and the shared restrooms. Landlord shall be responsible for janitorial services for the remaining portions of the Building.

8. **Use; Compliance with Laws; Hazardous Materials; CASP**

A. The Premises shall be used for the Permitted Use and other uses approved by Landlord.

B. Each Party shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act (collectively, the "**Laws**"), regarding the operation and use of the portion of the Building occupied by such Party.

C. Tenant's agents, employees or contractors shall not cause or permit any hazardous materials, as defined below, to be generated, brought onto, used, stored, or disposed of in or about the Property, the Building or the Premises, except for such substances that are required in the ordinary course of Tenant's business or are otherwise approved by Landlord. Tenant shall use, store, and dispose of all such hazardous materials in strict compliance with all applicable Laws and Orders that relate to public health and safety and protection of the environment. As used in this Article, the term Hazardous Materials ("**Hazardous Materials**") shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Property or any portion thereof.

D. Landlord states that the Premises have not been inspected by a Certified Access Specialist. This notice is provided by Landlord pursuant to Civil Code Section 1938:

"A Certified Access Specialist ("**CASp**") can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of the construction-related accessibility standards within the premises."

Landlord and Tenant agree that notwithstanding anything to the contrary in this Lease or applicable law, (a) Tenant may elect at any time to perform a CASp inspection of the Premises at Tenant's expense; (b) any repairs or modifications necessary to correct violations of construction-related accessibility standards within the Premises are the responsibility of Tenant.

9. **Tenant Improvements.** Tenant shall cause to be designed and constructed the Tenant Improvements at Tenant's expense according to plans mutually approved by Landlord and Tenant.

10. Maintenance, Repairs and Alterations.

A. Landlord will maintain the Building, roof, foundation and structural walls, the Shared Spaces, all Building and utility systems, and the Property (excepting the interior of the Premises) in good condition, repair and working order. Landlord shall promptly maintain and make repairs for which Landlord is responsible.

B. Except as set forth above, Tenant shall, at its sole cost and expense, perform maintenance and repairs to the interior of the Premises, and keep the interior of the Premises in good condition and repair, reasonable wear and tear excepted. Tenant shall promptly maintain and make repairs for which Tenant is responsible.

C. Except for the Tenant Improvements, Tenant shall not make alterations, repairs, additions or improvements to the Premises ("**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. All Alterations shall be at the expense of Tenant.

11. Entry by Landlord. CLETS is an acronym for the California Law Enforcement Telecommunications System. This is a computer network that gives law enforcement departments access to national databases maintained by the Federal Bureau of Investigation (FBI), the Department of Motor Vehicles (DMV), the State of California, and others. The system also provides law enforcement agencies with the capability to deliver messages among one another. CLETS information can only be accessed by authorized law enforcement and criminal justice personnel. Any information obtained from the system can be used for "official use" only. Because of confidentiality required concerning CLETS information, the Landlord shall not have the right to enter the Premises, except in an emergency, and in the event of an emergency, Landlord and its personnel shall not access the CLETS system.

12. Assignment and Subletting. Tenant shall not assign, sublease, transfer or encumber any interest in this Lease (a "**Transfer**") without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

13. Liens. Tenant shall not permit or allow mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant or its transferees.

14. Mutual Indemnification. Each Party shall defend indemnify and hold harmless the other Party, and each of their respective governing bodies, officers, employees, representatives, volunteers and agents from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a Party's negligence or willful misconduct, or (b) a material breach by a Party of any covenants or agreements under this Lease.

15. Insurance. Tenant shall maintain the insurance and related endorsements as set forth below, and provide Landlord with certificates of insurance corresponding with the following:

A. Commercial General Liability (CGL): CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies,

either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Landlord is to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations.

C. Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

D. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

E. Landlord grants to Tenant and Tenant grants to Landlord a waiver of any right to subrogation which any insurer of said parties may acquire against each other by virtue of the payment of any loss covered by under its respective policy or policies of insurance. The parties agree to obtain any endorsement that may be necessary to affect this waiver of subrogation.

16. Casualty Damage. If all or any portion of the Premises becomes untenable by fire or other casualty to the Premises, Landlord or Tenant may terminate the Lease upon 30 days' prior written notice.

17. Default.

A. Each of the following occurrences shall be a "**Tenant Default**": (a) Tenant's failure to pay any portion of Rent or Utilities when due, if the failure continues for thirty (30) days after written notice to Tenant ("Monetary Default"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within sixty (60) days after written notice to Tenant provided, however, if Tenant's failure to comply cannot reasonably be cured within sixty (60) days, Tenant shall be allowed additional time as is reasonably necessary to cure the failure so long as Tenant begins the cure within sixty (60) days and diligently pursues the cure to completion; (c) Tenant permits a Transfer without Landlord's required approval or otherwise in violation of this Lease; (d) the leasehold estate is taken by process or operation of Law; (e) damage to the Premises or the Property is caused by Tenant and not promptly cured upon notice by Landlord; (f) Tenant purports to assign this Lease or sublet all or a portion of the Premises or Property in violation of the terms hereof; (g) unlawful or unpermitted activity is conducted at the Property by Tenant or with Tenant's knowledge or consent. Upon the occurrence of an uncured Tenant Default under this Lease, Landlord shall have the option to pursue any remedies under law or equity, including but not limited to termination of the Lease and seeking reimbursement for damages, expenses, and costs..

B. If Landlord fails to perform or observe any of its material Lease obligations herein and such failure continues for sixty (60) days after written notice from Tenant, or such additional time, if any, that is reasonably necessary to promptly and diligently cure such failure after receiving written notice, Landlord shall be in default of the Lease (a "**Landlord Default**"). Upon the occurrence of an uncured Landlord Default under this Lease, Tenant shall have the option to pursue any remedies under law or equity.

18. Holding Over. If Tenant shall, with the written consent of Landlord, hold over beyond the expiration of the Term, such tenancy shall be deemed a month-to-month tenancy that may be terminated as provided by applicable state law. During such tenancy Tenant shall be bound by all the terms, covenants and conditions as herein specified as far as applicable.

19. Notices.

A. All demands, approvals, consents or notices (collectively referred to as a "notice") shall be in writing and delivered by hand or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth below:

Landlord

Salida Fire Protection District
Attn: Patrick Burns, Battalion Chief
P.O. Box 1335.,
Salida, CA 95368

with a copy to:

William D. Ross
District Counsel
400 Lambert Ave.
Palo Alto, CA. 94306

Tenant

County of Stanislaus
c/o Sheriff's Department
Attn: Sheriff Jeff Dirkse
250 Hackett Road
Modesto, CA 95358

with a copy to:

County of Stanislaus
c/o General Services Agency
Attn: Dan Wirtz
1010 10th Street, Suite 2300
Modesto, CA 95354

B. Each notice shall be deemed to have been received on the actual delivery. Informal communications of a routine nature are not required to meet the written notice requirement set above; provided, however, that the Parties engaging in such informal communications are not authorized to use those informal communications to take formal actions under this Lease, including but not limited to entering into amendments to the Lease.

20. Surrender of Premises. At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. All permanently installed Tenant Improvements, Alterations and fixtures in and to the Premises, exclusive of County-owned property, furniture, furnishings or computers, shall remain as part of the Premises at the end of the Term. Tenant is not required to remove any Tenant Improvements or Alterations made by Tenant during the Term.

21. Miscellaneous.

A. The following exhibits and attachments are incorporated into and made a part of this Lease:

Exhibit A	Description of the Property
Exhibit B	Space Plan showing the Location of the Building
Exhibit C	Diagram of Premises
Exhibit D	Diagram of Landlord Exclusive Space
Exhibit E	Diagram of Shared Space
Exhibit F	New Walls and Improvements to be Constructed by Tenant
Exhibit G	Condition of Title Guaranty

B. This Lease shall be interpreted and enforced in accordance with the Laws of the State of California. Venue for any legal proceedings, mediation, or arbitration involving or arising out of this Lease shall be in Stanislaus County, unless otherwise mutually agreed in writing by the parties.

C. In the event that any provision of this Lease, or the application of any such provision to any Person or set of circumstances, is for any reason determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Lease, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by Applicable Law. Upon such a determination, the parties will negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

D. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Rent unless there is a payment system failure), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party.

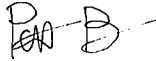
E. This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease. The parties contemplate that they may be executing counterparts of this Lease transmitted electronically and agree and intend that an electronic signature shall bind the party so signing with the same effect as though the signature were an original signature.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date set forth below.

SIGNATURE PAGE ATTACHED

LANDLORD:

Salida Fire Protection District



By: _____

Battalion Chief

Title: _____
Dated: 04/06/2022

Approved as to Form:

ATTORNEY FOR SALIDA
FIRE PROTECTION DISTRICT
William D. Ross

By: _____

TENANT:

Stanislaus County



By: _____

GSA Director/Purchasing Agent

Title: _____

Dated: 4/06/2022

Approved as to Form:

STANISLAUS COUNTY COUNSEL
Thomas E. Boze



By: G. Michael Ziman
Deputy County Counsel

EXHIBIT "A"

Legal Description

Real property in the unincorporated area of the County of Stanislaus, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, ABOVE TOWNSHIP AND RANGE; RUNNING THENCE NORTH 89°25' EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 103.40 FEET; THENCE SOUTH 43°23' EAST A DISTANCE OF 1531.45 FEET TO THE NORTHWESTERLY LINE OF THE SALIDA OAKDALE HIGHWAY; THENCE NORTH 46°38' EAST ALONG THE NORTHWESTERLY LINE OF SAID HIGHWAY, A DISTANCE OF 213.45 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION THENCE CONTINUE NORTH 46°38' EAST ALONG SAID HIGHWAY, A DISTANCE OF 157.76 FEET TO THE MOST EASTERLY CORNER OF LAND CONVEYED TO FLETCHER B. CAIN AND ERA W. CAIN, HUSBAND AND WIFE BY DEED RECORDED AUGUST 4, 1950, INSTRUMENT NO. 17138; THENCE NORTH 43°17' WEST, A DISTANCE OF 127.5 FEET TO THE MOST NORTHERLY CORNER OF LAND CONVEYED TO FLETCHER B. CAIN AND ERA W. CAIN, HUSBAND AND WIFE BY DEED RECORDED APRIL 20, 1951, INSTRUMENT NO. 9666; THENCE SOUTH 46°38' WEST, A DISTANCE OF 155.39 FEET TO A POINT THAT BEARS NORTH 42°10' WEST 125 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 42°10' EAST, A DISTANCE OF 125 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED JUNE 27, 1966 IN VOLUME 2111 OF OFFICIAL RECORDS, PAGE 224, STANISLAUS COUNTY RECORDS, SITUATE IN SECTION 3, TOWNSHIP 3 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON PIPE MARKING THE MOST SOUTHERLY CORNER OF SAID CERTAIN PARCEL OF LAND; THENCE (1) ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL NORTH 41°49'45" WEST, 20.66 FEET; THENCE (2) NORTH 46°59'16" EAST, 157.35 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL; THENCE (3) ALONG LAST SAID LINE, SOUTH 42°56'45" EAST, 20.61 FEET TO THE NORTHWESTERLY LINE OF THE EXISTING 60-FOOT WIDE STATE HIGHWAY ROAD 10-STA-219 (BROADWAY AVENUE) AS SAID STATE HIGHWAY EXISTED JANUARY 1, 1968; THENCE (4) ALONG LAST SAID LINE SOUTH 46°58'15" WEST, 157.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 20, 1964 IN VOLUME 1985 OF OFFICIAL RECORDS, PAGE 322, STANISLAUS COUNTY RECORDS, LYING SOUTHEASTERLY OF THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED JUNE 27, 1966 IN VOLUME 2111 OF OFFICIAL RECORDS, PAGE 224, STANISLAUS COUNTY RECORDS, AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL RECORDED JUNE 27, 1966 DISTANT ALONG SAID SOUTHWESTERLY

LINE NORTH 41°49'45" WEST, 20.66 FEET FROM A 1/2-INCH IRON PIPE MARKING THE MOST SOUTHERLY CORNER OF LAST SAID PARCEL; THENCE (1) NORTH 46°59'16" EAST, 159.58 FEET TO A POINT THAT BEARS SOUTH 45°13'02" WEST, 279.63 FEET FROM ENGINEER'S STATION 298+28.36 OF THE STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS' CONSTRUCTION CENTERLINE FOR ROUTE 10-STA-99, POST MILE 22.3; THENCE (2) NORTH 37°34'14" WEST, 406.90 FEET TO A POINT THAT BEARS SOUTH 51°06'49" WEST, 70.00 FEET FROM ENGINEER'S STATION 302+46.42 B.C. RAMP "F" CENTERLINE FOR SAID ROUTE.

ALSO TOGETHER WITH:

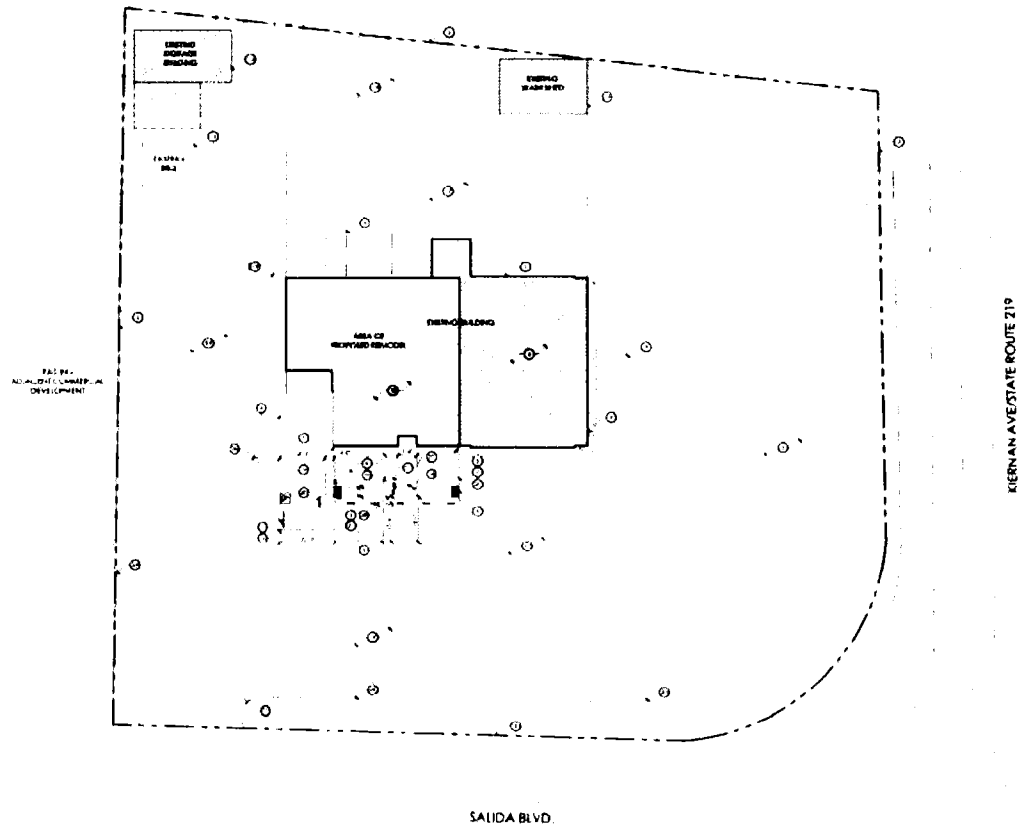
ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 8 EAST M.D.B.&M., IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 8 EAST, M.D.B.&M., THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 3 NORTH 89°25' EAST 103.40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CALIFORNIA STATE HIGHWAY AS THE SAME WAS LOCATED IN 1939; THENCE ALONG THE NORTHEASTERLY LINE OF SAID HIGHWAY AS LOCATED IN 1939 SOUTH 43°22' EAST 1531.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SALIDA-OAKDALE HIGHWAY AS SAME WAS LOCATED IN 1939; THENCE ALONG THE NORTHERLY LINE OF SAID SALIDA-OAKDALE HIGHWAY NORTH 46°37'30" EAST 175.00 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF THE PRESENT SALIDA-OAKDALE HIGHWAY WITH THE NORTHEASTERLY LINE OF THE CALIFORNIA STATE HIGHWAY AS IT NOW EXISTS, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE NORTHERLY LINE OF SAID SALIDA-OAKDALE HIGHWAY NORTH 46°37'30" EAST 38.46 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL AS CONVEYED TO FLETCHER B.CAIN BY DEED RECORDED AS INSTRUMENT NO. 1951-9666; THENCE ALONG THE WESTERLY LINE OF SAID CAIN PARCEL NORTH 42°10'30" WEST 125.00 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID CAIN PARCEL NORTH 46°26'30" EAST 155.39 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AS INSTRUMENT NO. 1964-41711; THENCE ALONG SAID WESTERLY LINE NORTH 43°22'30" WEST 240.00 FEET; THENCE SOUTH 46°37'30" WEST 246.31 FEET TO A POINT ON THE EASTERLY LINE OF THE PRESENT CALIFORNIA STATE HIGHWAY; THENCE ALONG SAID EASTERLY LINE OF THE CALIFORNIA STATE HIGHWAY SOUTH 43°22' EAST 315.58 FEET AND SOUTH 88°22'16" EAST 70.54 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF MERGER NO. 99-03 RECORDED SEPTEMBER 02, 1999 AS INSTRUMENT NO. 1999-85792 OF OFFICIAL RECORDS. Form 5026900 (1-29-15)

APN: 135-045-055-000

Exhibit B
Space Plan showing the Location of the Building on Property



I
H
G
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E
D
C
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A

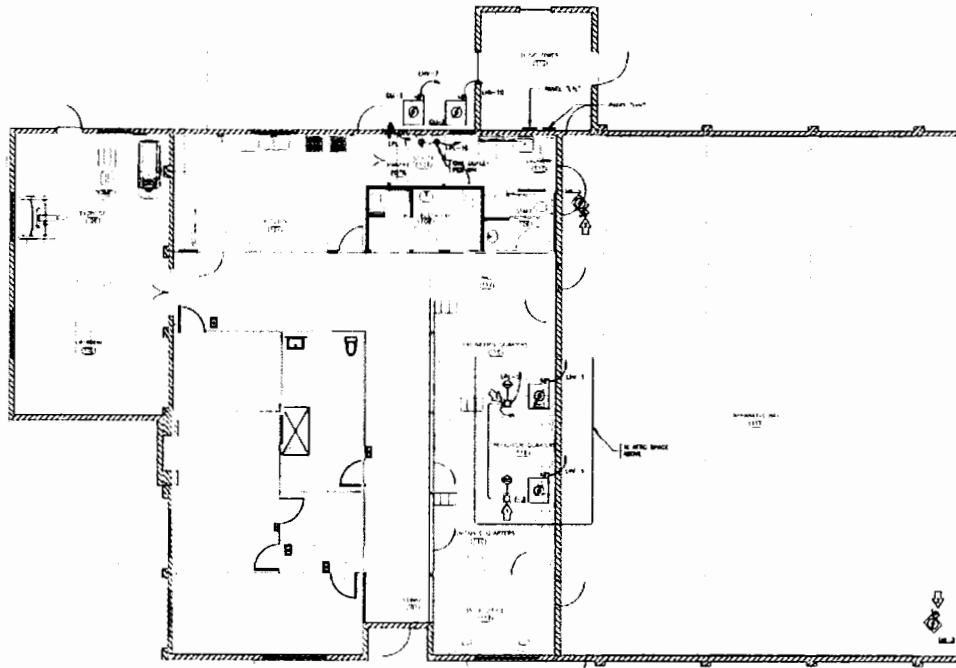


Exhibit D
Diagram of Landlord Exclusive Space

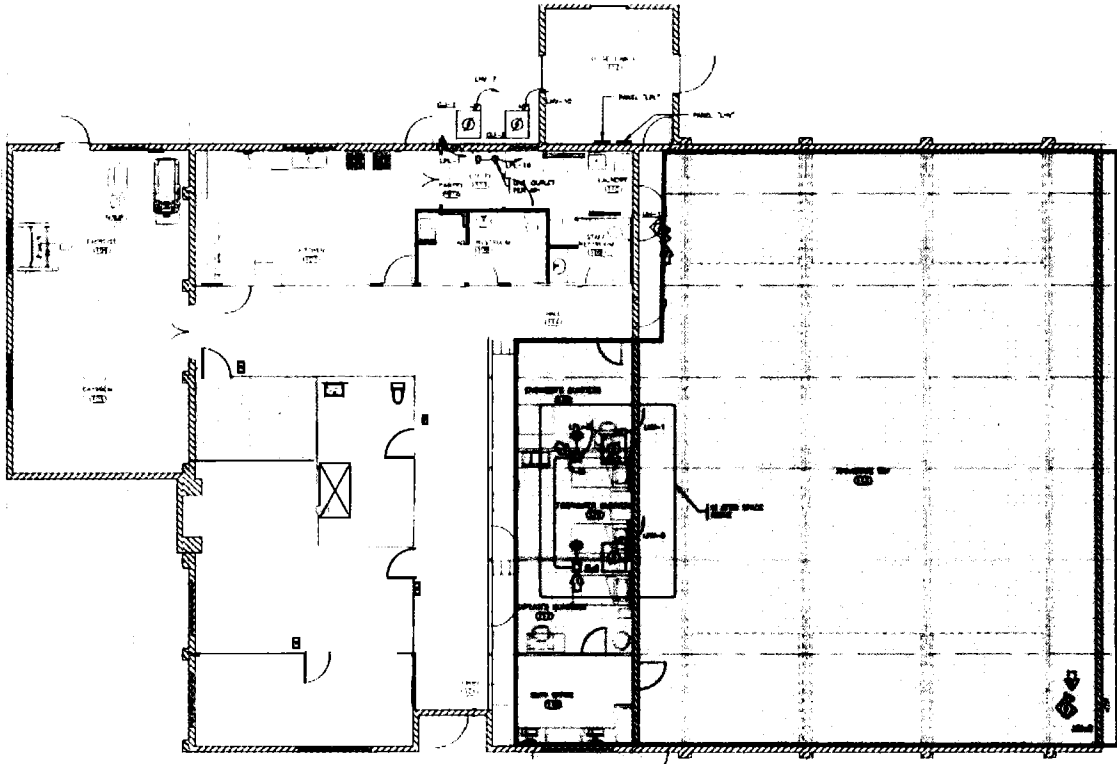


Exhibit E
Diagram of Shared Space

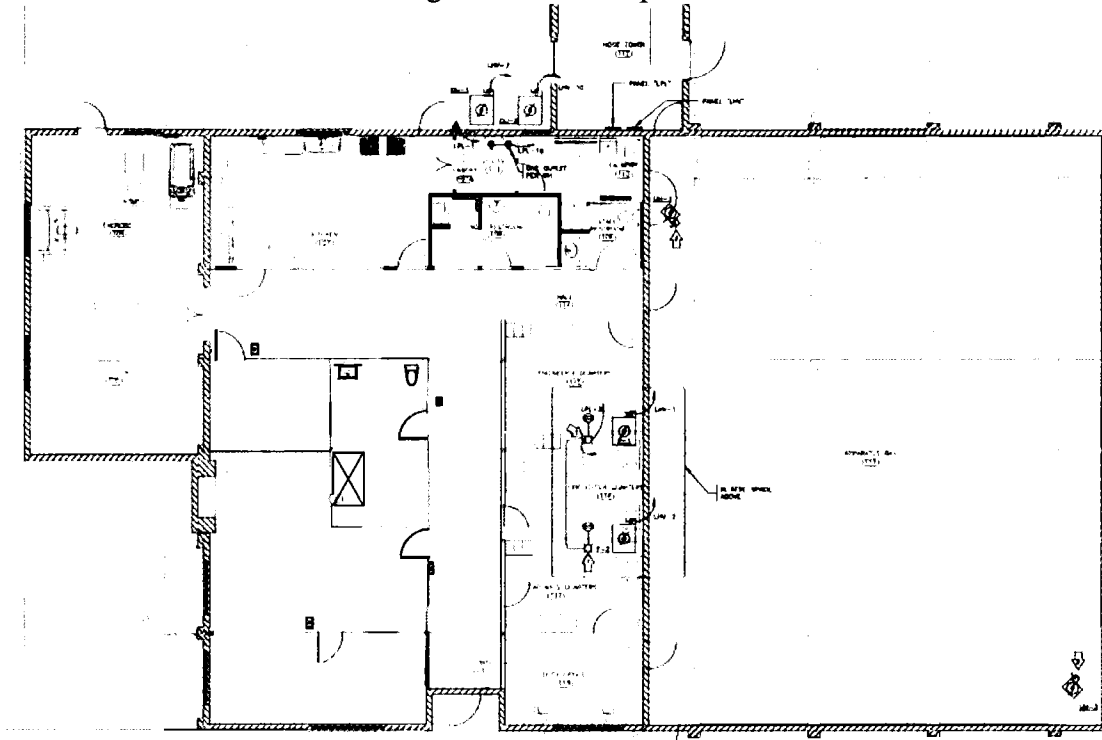


Exhibit F
New Walls and Improvements to be Constructed by Tenant

