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

DEPT: General Services Agency

BOARD AGENDA: 5.B.1
AGENDA DATE: November 3, 2026

SUBJECT:
Approval of the First Amendment to the Lease Between Stanislaus County and Rodin Ranch, LLC, for 1,568 Square Feet of Retail and Commercial Space at 10th Street Place and Authorization for the General Services Agency Director/Purchasing Agent to Execute the Amendment

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2026-0572**

On motion of Supervisor Grewal **Seconded by Supervisor** C. Condit
and approved by the following vote,
Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa
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: MARY E. HARTSFIELD, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: General Services Agency

BOARD AGENDA:5.B.1
AGENDA DATE: November 3, 2026

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: YES

SUBJECT:

Approval of the First Amendment to the Lease Between Stanislaus County and Rodin Ranch, LLC, for 1,568 Square Feet of Retail and Commercial Space at 10th Street Place and Authorization for the General Services Agency Director/Purchasing Agent to Execute the Amendment

STAFF RECOMMENDATION:

1. Approve the First Amendment to the Lease between Stanislaus County and Rodin Farms, LLC, for 1,568 square feet of retail and commercial space at 10th Street Place.
2. Authorize the lease revenue, which is considered Discretionary Revenue, to be posted directly to the General Services Agency 10th Street Place First Floor Retail budget that offsets first-floor space operational costs.
3. Authorize the General Services Agency Director/Purchasing Agent, or designee, to execute the Amendment.

DISCUSSION:

On October 9, 2018, Stanislaus County (County) purchased 28,608 square feet of private office, retail, and commercial space on the first floor of 10th Street Place from Civic Partners, Inc., for future government use. The pre-existing leases were assigned to the County in connection with the property acquisition from Civic Partners, Inc. Currently, the first-floor space is leased to four different tenants, including Rodin Ranch, LLC (Rodin), which leases approximately 1,568 square feet of space from the County.

Rodin provides a variety of fresh fruit, sundries, salads, and beverages. Rodin's current lease term ended on June 30, 2025. The tenant has been on a month-to-month lease since that time. The month-to-month holdover keeps the lease active after the term is up. Several months ago, Rodin notified the County that it would like to extend its lease with the County for continued use of the space. The proposed term is for five years beginning on November 1, 2026, and terminating on October 31, 2031. Rodin will have the option to extend the lease for an additional three years from November 1, 2031, to October 31, 2034.

Under the proposed lease, rent will be $1.188 per square foot for the first two years of the extended term and escalate by 3% in the three subsequent years of the term. In addition to the rent, Rodin will be responsible for its proportional share of the common

area maintenance expenses and property taxes. Common area maintenance expenses include maintenance, landscaping, common utilities, and security services.

This lease revenue is being generated from the leasing of County property and therefore is County Discretionary Revenue. The General Services Agency (GSA) requests that the Board of Supervisors approve the funds continue to be deposited when received into the GSA 10th Street Place budget unit. This budget unit funds 10th Street Place operational costs of the first-floor leased spaces and records associated tenant lease revenue. Any unused revenue would revert to the General Fund at fiscal year-end.

POLICY ISSUE:

Section 13.4, "Real Property Leases - County as Landlord," of the Stanislaus County Purchasing Policy requires Board of Supervisors approval, by a four-fifths (4/5) vote, for leases in which the County is the landlord. In accordance with Government Code Sections 25520 through 25523 and the County's fiscal policy governing the leasing of County real property, lease revenue proceeds are considered Discretionary Revenue and, as such, require Board of Supervisors approval for their use.

FISCAL IMPACT:

Over the five-year term, Rodin will pay $115,896 in rent to the County as reflected in the chart below:

Lease Year	Monthly Rent*	Annual Rent
Year 1	$1,863	$22,356
Year 2	$1,863	$22,356
Year 3	$1,919	$23,028
Year 4	$1,977	$23,724
Year 5	$2,036	$24,432
	Total Rent	**$115,896**

*Rounded to the nearest dollar

In addition, Rodin will reimburse the County for its share of common area maintenance fees as set by the 10th Street Place Joint Powers Agency Commission. The total Common Area Maintenance Fees for Fiscal Year 2027 for the County-owned retail and commercial space is $186,059. Rodin occupies approximately 5.5% of this total retail commercial space and their share of Common Area Maintenances Fees for Fiscal Year 2027 is approximately $10,233.

The County procures property management services from Graceada Partners Inc. (Graceada) that includes a 3% commission on lease renewals. For its commission, Graceada is required to review comparable rents and properties in the vicinity, propose initial terms for review, and act in partnership with the County to negotiate with the Tenant. The commission cost for this lease renewal is approximately $3,477 and will be covered by existing appropriations in GSA's 10th Street Place budget unit. The total

anticipated revenue to Stanislaus County, less the Graceada commission, for the five-year term of the lease is approximately $112,419 and will be recorded in the GSA 10th Street Place budget unit, consistent with other first-floor leases.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by entering into a new lease with Rodin Ranch, LLC, to allow the space to be occupied and provide revenue to the County until such time the space is needed for government purposes.

STAFFING IMPACT:

There is no additional staffing impact associated with these recommended actions. This lease will be successfully executed by existing staff in the General Services Agency.

CONTACT PERSON:

Andrew Johnson, GSA Director/Purchasing Agency
Telephone: (209) 525-4380

Cody Nelson, Real Estate Program Manager
Telephone: (209) 525-4380

ATTACHMENT(S):

1. First Amendment
2. Levine Act Disclosure Form

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("**First Amendment**"), dated as of _____, 2026, is made by and between COUNTY OF STANISLAUS, a political subdivision of the State of California ("**Landlord**"), and RODIN RANCH, LLC, a California limited liability company ("**Tenant**"), who agree as follows:

1. Background. This First Amendment is made with reference to the following facts and objectives:

(a) Landlord and Tenant entered into that certain Lease Agreement dated July 20, 2022 ("**Existing Lease**") by which Landlord leased to Tenant approximately 1568 square feet of space located at 1001 J Street, Modesto, CA 95354 ("**Premises**") within the building located at 1010 10th Street, Modesto, California (the "**Building**"), as more particularly described in the Existing Lease. The term of the Existing Lease expired on June 30, 2025, and Tenant now occupies the Premises on a month-to-month basis.

(b) Landlord and Tenant now desire to, among other things, extend the term of the Existing Lease and modify the rent, subject to the terms and conditions set forth in this First Amendment. All terms capitalized but not defined in this First Amendment shall have the meanings given them in the Existing Lease. The Existing Lease, as modified by this First Amendment, shall be referred to herein as the "**Lease**".

2. Extension of Term. The Term of the Lease is hereby extended for Five years, commencing on November 1, 2026 and expiring on October 31, 2031 ("**Termination Date**"), on the terms and conditions set forth herein (the "**Extension Term**"). The Extension Term, together with the term of the Existing Lease, is referred to collectively herein as the "**Term.**" Tenant shall have one option ("**Option**") to extend the Term of the Lease for a period of three (3) years from the Termination Date, from November 1, 2031, to October 31, 2034 ("**Option Term**"). The Option may be exercised only by written notice delivered by Tenant to Landlord at least six (6) months prior to the Termination Date. The Option rights contained in this subsection may be exercised by the originally named Tenant. If Tenant properly exercises the Option, the Lease Term shall be extended for the Option Term. Base Rent for the option term shall be at a market rate which shall be agreed upon by the Landlord and Tenant within thirty (30) days upon Landlord's receipt of Tenant's notice to extend and shall be memorialized via amendment to this Lease. In the event Landlord and Tenant do not agree upon a Base Rent rate for the Option Term, the Lease shall terminate upon the Termination Date, and be subject to any holding over provisions of this Lease.

3. Base Rent. Base Rent shall remain the same rate as the most recent Lease year through October 31, 2028 and increase by 3% on November 1, 2028 and annually thereafter throughout the Extension Term in accordance with the table below. The installment of Monthly Base Rent for the Premises shall be payable in accordance with the following schedule:

Period	Monthly Base Rent
Extension Term November 1, 2026 – October 31, 2028	$1,863.11
November 1, 2028 – October 31, 2029	$1,919.00
November 1, 2029 – October 31, 2030	$1,976.57
November 1, 2030 – October 31, 2031	$2,035.87

4. Existing Condition. Except as expressly set forth in this First Amendment, Landlord shall have no obligation to perform any work during the Extension Term with respect to the Premises, which Tenant acknowledges and agrees shall be accepted by Tenant in an "As-Is," "Where-Is," and "With All Faults" condition.

5. Labor Code and Prevailing Wage Requirements. Add the following paragraph to Section 8 of the Lease ("**Repairs and Alterations**").

> "(f). Tenant, at its sole cost and expense, shall comply with all applicable provisions of the California Labor Code and any related regulations in connection with any work of improvement, construction, alteration, demolition, or repair performed by or on behalf of Tenant on the Premises. This includes, without limitation, the requirement to pay the general prevailing rate of per diem wages for public works as determined by the Director of the Department of Industrial Relations, pursuant to Division 2, Part 7, Chapter 1 of the California Labor Code (commencing with Section 1720). Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all claims, liabilities, penalties, fines, or costs, including reasonable attorneys' fees, arising from Tenant's failure to comply with this provision."

6. Brokers. Tenant REPRSENTS AND WARRANTS that it is NOT represented by a broker or salesperson in connection with this First Amendment. Tenant represents to Landlord that no broker or agent was instrumental in procuring, negotiating or consummating this First Amendment on behalf of Tenant, and Tenant agrees to defend and indemnify Landlord against any loss, expense or liability incurred by Landlord as a result of a claim by any broker or finder claiming representation of Tenant in connection with this First Amendment or its negotiation on behalf of Tenant.

7. COVID-19. Tenant acknowledges and agrees that Landlord has no control over and shall not be liable for any claim, loss, damages, or otherwise, arising out of or resulting from infectious disease, epidemic, pandemic or governmental actions and orders arising out of or resulting therefrom (including, without limitation, with respect to the COVID-19 pandemic). Tenant specifically agrees that any such event shall not give rise to a claim of Landlord default, force majeure, impossibility, frustration of purpose, loss or interruption of use, constructive eviction, right of termination, right of abatement of rent or otherwise, all of which are hereby expressly waived by Tenant. Without limiting the foregoing, Tenant acknowledges and agrees that Landlord is not representing or warranting that the Building or Premises will be free from such infectious disease, that infected individuals will not be present in the Building, or that any prevention or mitigation measures will be effective. Except as required by law, Landlord shall

not be required to provide any specific services, equipment, systems, procedures or other prevention or mitigation measures in response to such event, shall not be required to provide notice of any infections within the Building, and Landlord shall have no liability for failure to provide the same or for the ineffectiveness or inadequacy of any measures or notice that are provided. Tenant acknowledges that it has not received and is not relying on any representation or warranty by or on behalf of Landlord regarding these matters, or the effectiveness of any measures now or hereafter provided by Landlord. Tenant acknowledges and agrees that Tenant has and will make its own independent determinations with respect to such matters and the risks resulting therefrom, shall not rely on Landlord, and that the risk associated with any such events, including that any mitigation measures may not be effective, may malfunction or may be circumvented, is assumed by Tenant.

8. No Third-Party Beneficiaries. This First Amendment is for the sole and exclusive benefit of Landlord and Tenant and their respective permitted successors and assigns, as applicable, and no third party is intended to, or shall have, any rights hereunder.

9. Successors and Assigns. Except as otherwise provided in the Lease, this Third Amendment shall be binding upon and inure to the benefit of the parties hereto, the heirs, and the permitted successors, transferees and assigns.

10. Conflict. If any conflict exists between the terms or provisions of the Existing Lease and the terms or provisions of this First Amendment, the terms and provisions of this First Amendment shall govern and control. If any term or provision of this First Amendment or any application of this First Amendment shall be held invalid or unenforceable, the remaining provisions in this First Amendment and any application of its terms and provision shall remain valid and enforceable under this First Amendment, the Lease, or California law.

11. Lease in Full Force. As amended by this First Amendment, the Lease shall remain in full force and effect and is ratified by Landlord and Tenant, and no further changes or modifications are hereby made. Tenant represents and warrants to Landlord that (a) both Landlord and Tenant have fulfilled all of their respective obligations under the Lease now due and owing, and there are no uncured defaults or events of default of either party with respect to the Lease; (b) there currently exists no dispute (or any threatened dispute) between Landlord and Tenant with respect to the Lease and there are no delinquent payments under the Lease; and (c) there are no facts or circumstances which with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default under the Lease.

12. Entire Agreement. This First Amendment contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, including, without limitation, any letters of intent or letters of interest between the parties. The provisions of this First Amendment may be modified at any time by written agreement of the parties. Any such written agreement shall be ineffective to modify this First Amendment in any respect unless in writing and signed by the parties against whom enforcement of the modification or discharge is sought.

13. Notices. The parties' addresses for purpose of all notices required under the Lease shall be as follows:

To Landlord:	County of Stanislaus c/o Graceada Partners 1300 K Street Modesto, CA 95354
With a copy to:	Stanislaus County Director, General Services Agency 1010 10th Street, Suite 5400 Modesto, CA 95354
To Tenant:	Rodin Ranch, LLC 1001 J Street Modesto, CA 95354

14. Counterparts and Electronic Signatures. This First Amendment may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Lease and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Lease or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last set forth below (the "**Effective Date**").

LANDLORD:

County of Stanislaus, a political subdivision of the State of California

By: _____
Name: Andrew Johnson
Its: GSA Director/Purchasing Agent

TENANT:

Rodin Ranch, LLC

_____
Marie Rodin

APPROVED AS TO FORM:
Stanislaus County Counsel

Thomas Boze (Sep 24, 2026 15:07:03 PDT)

By: Thomas E. Boze

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS FORM****

Government Code section 84308, part of the "Levine Act," prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer."

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2) Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board of Supervisors can be found online at: https://www.stancounty.com/board/ The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

(1) Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES ☐ ***NO*** ☒

If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the County Officer receiving the contribution:

---

(2) Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract?

YES ☐ ***NO*** ☒

If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:

- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Marie Rodin	Date Sep 29 2026
Print Name: MARIE RODIN	
Title: OWNER	
Company: RODIN RANCH LLC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title: