

FIRE STATION LEASE
Fresno County Fire Protection District / City of Coalinga

The Fresno County Fire Protection District ("District") enters into this Fire Station Lease ("Lease") wherein District will lease to City of Coalinga, a subdivision of California government ("Lessee"), the property described below ("Leased Premises") upon the following terms and conditions:

1. **Intent of Parties.** District owns a fire station with land and improvements and is desirous of leasing a portion of facilities listed in Exhibit "A" to Lessee in order that it may provide direct responsive ambulance services. Lessee has an interest, desire, and willingness to provide such services.

2. **Description.** The Leased Premises consist of land and a building thereon described in Exhibit "A".

3. **Use.**

(a) The Leased Premises are leased to Lessee for the purpose of providing facilities to accommodate an advanced life support ambulance and a maximum of 2 paramedic personnel employed by Lessee at any given time and office therewith.

(b) Lessee shall have the right to use the Leased Premises jointly with the District Fire Department.

4. **Term.**

(a) The term of this Lease shall be for a period of three (3) years commencing on August 1, 2021 subject to the provisions contained in Paragraphs 16, 17, and 18(e)(3). Any holding over by Lessee, after the expiration of this Lease, shall be on a day-to-day basis strictly and continuing tenancy rights shall not accrue to Lessee.

(b) Lessee shall have the right of first refusal as to the renewal of this Lease at the expiration of said term on whatever terms and conditions District may then offer, provided that Lessee is not otherwise in default under the Lease and has a valid permit to operate an ambulance service in the District.

(c) Terms of Lease payments to be made under this Lease are set forth in Exhibit "A". Exhibit "A" may be amended by agreement of both parties to update Lease amounts or facilities occupied.

5. **Consideration.** Lessee shall provide services in the areas of District as described in Exhibit "A".

6. **Utilities.** District shall provide for utilities including gas, water, electricity, and rubbish collection services; not including medical waste. In consideration for such services provided by District, Lessee shall pay to District that amount shown on Exhibit A per month in advance.

7. **Repairs.** Lessee, at its expense, shall be responsible for the repair or replacement of the exterior and/or interior of the building, related equipment, and property due to damage caused by acts or omissions of Lessee's personnel. All repair or replacement shall be completed in a manner acceptable to District. In the event Lessee fails, or refuses to perform such repairs, or any portion thereof, District reserve the right to perform same and Lessee shall pay District for any costs incurred in connection therewith upon an accounting and billing therefore. If Lessee uses commercial vendors to perform the repairs and maintenance work required in this Lease, vendors shall maintain and provide proof of coverage for the insurance requirements (workers 'compensation, commercial general liability, vehicle liability, etc.) in Article 18 except for Professional Liability. In lieu of Article 18(d), vendors shall maintain Equipment Floater coverage (Property Physical Damage) for the full replacement value of any and all equipment brought on the Leased Premises.

8. **Security of Leased Premises.** Lessee shall be jointly responsible for the security and safekeeping of the Leased Premises and all equipment, supplies and other personal property situated therein on a 24-hour basis, except at such times that Lessee is responding to an emergency.

9. **Improvements by Lessee.**

(a) Any alterations, improvements, or installation of fixtures to be undertaken by Lessee, shall require the prior written consent of the District after Lessee has submitted proposed plans for such alterations, improvements, or fixtures to District.

(b) All alterations, improvements and fixtures installed by Lessee, or caused to be made or installed by Lessee, shall become the property of District, with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At, or prior to, the expiration of this lease, Lessee may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the Leased Premises, or in the event it does, Lessee shall restore the Leased Premises to their original shape and condition as nearly as practicable. In the event, such trade fixtures are not removed, District may, at its election, either (1) remove and store such fixtures and restore the Leased Premises for the account of Lessee, and in such event, Lessee shall, within thirty (30) days after billing and accounting, therefore reimburse District for the costs so incurred, or (2) take and hold such fixtures as its sole property.

10. **District's Reserved Rights.**

(a) Lessee has inspected the Leased Premises and such Leased Premises are accepted by Lessee in their present condition. Lessee also takes the Leased Premises subject to any and all existing easements or other encumbrances, and District shall have the right to enter upon the Leased Premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and telephone, telegraph and computer service lines and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through, across and along the Leased Premises or any part thereof. District also reserve the right to grant franchises, easements, rights of way and permits in, over, and upon, along or across any, and all portions of said Leased Premises as District may elect to do; provided, however, that no right of the District provided for in this Paragraph shall be so executed as to interfere unreasonably with Lessee's use of the Leased Premises. Any right, as set forth, in this Paragraph shall not be exercised unless a prior written notice of thirty (30) days is given to Lessee; provided, however, in the event such right must be exercised, by reason of emergency, then District shall give such notice in writing as soon as is reasonable under the circumstances.

(b) District, through its duly authorized agent, shall have the full and unrestricted right to enter the Leased Premises for the purpose of inspection or maintenance, and for the purpose of doing any and all things which it is obligated and has a right to do under this Lease.

11. **Additional Obligations/Rights of Lessee.**

(a) Lessee shall not display, brandish, or discharge any firearms within or upon the Leased Premises.

(b) Lessee shall not cut any trees within or upon the Leased Premises or remove any trees there from unless approval is first obtained in writing from the District's Fire Chief.

(c) Except as may be required in the performance of its maintenance obligations as provided in Paragraph 7 herein, Lessee shall not cut or otherwise remove any brush or vegetation from or within the Leased Premises unless approval is first obtained in writing from District's Fire Chief.

(d) Lessee shall not interfere in any manner whatsoever with District's Fire Department's operation or the District's fire station personnel, relative to its activities within the Leased Premises.

(e) Lessee's employees shall adhere to all District policies and procedures relating to the day to day operation of the fire station as set forth in Exhibit "B", attached herein.

- (f) Battalion Chiefs may have local rules and regulations affecting station routines.
- (g) Visitors will be allowed only in common area of the fire station and shall not interfere with daily business.
- (h) Lessee's employees will wear the Lessee's work uniform during normal business hours and will be properly attired when interacting with the general public at the fire station.
- (i) Lessee will ensure their employees are familiar with the District's Code of Conduct and will adhere to them while on fire station property.
- (j) Conflict resolution will start with the local, on-duty Battalion Chief and Lessee's Supervisor.

12. **Signs.** Lessee shall not erect, maintain, or display any signs or other forms of advertising upon the Leased Premises without first obtaining the written approval of District which will not be unreasonably withheld.

13. **Compliance with Law.** Lessee, at its sole cost and expense, shall comply with the requirements of all local, state, and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the Leased Premises. The judgment, decree, or order of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessee be a party thereto or not, that Lessee has violated any such statutes, regulations, rules, ordinances, or orders, in the use of the Leased Premises, shall be conclusive of that fact as between District and Lessee.

14. **Discrimination or Segregation.**

(a) Lessee shall not discriminate in its recruitment, hiring, promotion, motion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status with respect to the use of the Leased Premises hereunder, and Lessee shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 12266 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to its use of the Leased Premises.

(b) Lessee shall not discriminate against or cause the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, gender, age, physical handicap, medical condition, or marital status, in the occupancy, use tenure or enjoyment of the Leased Premises nor shall Lessee, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any persons within the Leased Premises.

(c) Lessee assures that it will undertake an affirmative action program as required by 49 CFR, Part 21, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 49 CFR, Part 21, with respect to its use of the Leased Premises. Lessee further assures that no person shall be excluded on these grounds from participating in or receiving services or benefits of any program or activity covered herein with respect to its use of the Leased Premises. Lessee further assures that it will require that its subcontractors and independent contractors provide assurance to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from subcontractors and independent contractors, as required by 49CFR, Part 21, to the same effect with respect to its use of the Leased Premises.

15. **Free from Liens.** Lessee shall pay, when due, all sums of money that may become due for any labor, services, material supplies, or equipment, alleged to have been furnished or to be furnished to Lessee, in, upon, or about the Leased Premises, and which may be secured by a mechanic's, material men's or other lien against the Leased Premises or District's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith pay, and discharge said judgment forthwith.

16. **Termination by District.** District shall have the right to terminate this Lease:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy, for the adjudication of Lessee as a debtor and is not dismissed within thirty (30) days.

(b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of the abandonment of, or the discontinuance of the use of the Leased Premises by Lessee.

(d) In the event Lessee fails to perform, keep or observe any of its duties or obligations hereunder provided, however, that Lessee shall have fifteen (15) days in which to correct its breach or default after written notice thereof has been served on it by District.

(e) In the event Lessee's permit to operate an ambulance service as required under County Ordinance is not renewed, or is suspended, revoked, or otherwise terminated.

(f) Without cause by giving sixty (60) days written notice to Lessee by the District.

17. **Termination by Lessee.** Lessee shall have the right to terminate this

Lease:

(a) In the event District fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that District shall have fifteen (15) days in which to correct its breach or default after written notice thereof has been served on it by Lessee; provided, further, however, that in the event such breach or default is not corrected, Lessee may elect to terminate this Lease in its entirety or as to any portion of the property affected thereby, and such election shall be given by an additional fifteen (15) days written notice to District.

(b) If more than sixty percent (60%) of the improvements are damaged or destroyed to the extent that the Leased Premises cannot be reasonably repaired within sixty (60) days.

(c) By giving sixty (60) days written notice thereof to District.

18. **Insurance.** Without limiting or diminishing the Lessee's obligation to indemnify or hold the District harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Lease.

(a) **Workers' Compensation:** Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the District, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the District, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Director's, employees, elected or appointed officials, agents, or representatives as additional Insured's. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

(c) **Vehicle Liability:** Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit. Policy shall name the District, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Directors, employees, elected the District, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

(d) Property (Physical Damage): All-Risk real and personal property insurance coverage, including earthquake and flood if applicable, for the full replacement cost value of all alterations, improvements, trade fixtures, furniture and equipment, systems and other Lessee property as it may appear on the Leased Premises. Policy shall name the District as Loss Payee and provide a Waiver of Subrogation in favor of the District.

(e) General Insurance Provisions - AH lines.

(1.) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2.) The Lessee's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the District Risk Manager before the commencement of operations under this Lease. Upon notification of deductibles or self-insured retention's unacceptable to the District, and at the election of the Country's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Lease with the District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3.) Lessee shall cause Lessee's insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate, unless the District receive, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Lessee shall not commence operations until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(4.) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and

shall be construed as primary insurance, and the District's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(5.) The District's Reserved Rights-Insurance. If, during the term of this Lease or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the District reserve the right to adjust the types of insurance required under this Lease and the monetary limits of liability for the insurance coverages currently required herein, if; in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

(6.) Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

(7.) The insurance requirements contained in this Lease may be met with a program(s) of self-insurance acceptable to the District.

(8.) Lessee agrees to notify District of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Lease.

19. **Hold Harmless.**

(a) Lessee represents that it has inspected the Leased Premises and that it accepts the condition thereof and that it fully assumes any and all risks incidental to the use thereof. District shall not be liable to Lessee, its elected or appointed officers, agents, employees, subcontractors or independent contractors, for any personal injury or property damage suffered by them or any third party which may result from hidden, latent or other dangerous conditions within the Leased Premises; provided, however, that such dangerous conditions are not caused solely by the negligence of the District, its elected or appointed officers, agents or employees.

(b) Lessee shall indemnify and hold harmless the District, its agencies, districts, special districts and departments, their respective directors, elected and appointed officers, Board of Directors, elected and appointed officials, employees, agents, attorneys and representatives from any and all liability whatsoever, including but not limited to those based or asserted upon any services of Lessee, its officers, employees, subcontractors, agents or representatives and those arising out of or in any way relating to this Lease, including but not limited to property damage, bodily injury, or death or any other element of any kind arising from the performance of Lessee, its officers, agents, employees, subcontractors, agents or representatives from this Lease. Lessee shall defend any claim or action based upon alleged acts or omissions, at its sole expense, and shall pay all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the District, its Agencies, Districts, Special Districts and Departments, their respective directors, officers,

Board of Director's, elected and appointed officials, employees, agents and representatives. With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of District; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to District as set forth herein. Lessee's obligation hereunder shall be satisfied when Lessee has provided to District the appropriate form of dismissal relieving District from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Lessee's obligations to indemnify and hold harmless the District herein from third party claims. In the event, there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Lessee from indemnifying the District to the fullest extent allowed by law.

(c) District shall indemnify and hold harmless the Lessee, its agencies, districts, special districts and departments, their respective directors, elected and appointed officers, Board of Directors, elected and appointed officials, employees, agents, attorneys and representatives from any and all liability whatsoever, including but not limited to those based or asserted upon any services of District, its officers, employees, subcontractors, agents or representatives and those arising out of or in any way relating to this Lease, including but not limited to property damage, bodily injury, or death or any other element of any kind arising from the performance of District, its officers, agents, employees, subcontractors, agents or representatives from this Lease. With respect to any action or claim subject to indemnification herein by District, District shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Lessee; provided, however, that any such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes District's indemnification to Lessee as set forth herein. District's obligation hereunder shall be satisfied when Lessee has provided to District the appropriate form of dismissal relieving Lessee from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe District's obligations to indemnify and hold harmless the Lessee herein from third party claims. In the event, there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the District from indemnifying the Lessee to the fullest extent allowed by law.

20. **Permits, Licenses and Taxes.** Lessee shall secure, at its own expense, all necessary permits, and licenses as it may be required to obtain, and Lessee shall pay for fees and taxes levied or required by any authorized public entity. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee shall be subject to the payment of property taxes levied on such interest.

21. **Toxic Materials.** During the term of this Lease, and any extensions thereof, Lessee shall not violate any federal, state, or local law, or ordinance or regulations, relating to industrial hygiene or to the environmental condition on, under, or about the Leased Premises including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and sub lessees, shall not use, generate, manufacture,

produce, store or dispose of, on, under, or about the Leased Premises, or transport to or from the Leased Premises, any flammable explosives, asbestos, radioactive materials, hazardous materials, hazardous wastes, toxic substances or related injurious materials, by themselves or in combination with, other materials (collectively, "hazardous materials"). For the purpose of this Lease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations promulgated pursuant to said laws.

22. **Assignment.** Lessee shall not assign, sublet, mortgage, hypothecate or otherwise transfer any of its rights, duties, or obligations hereunder to any person or entity without the prior written consent of District being first obtained.

23. **Binding on Successors.** Lessee, its heirs, assigns and successors in interest shall be bound by all the terms and conditions contained in this Lease, and Lessee and all of its successors and assigns thereto shall be jointly and severally liable hereunder.

24. **Employees and Agents of Lessee.** It is understood that all persons hired or engaged by Lessee shall be considered to be employees or agents of Lessee and not of District.

25. **Surrender in Good Condition.** Lessee shall not permit waste or damage to the Leased Premises, and upon the expiration, or earlier termination, of this Lease, Lessee shall return the Leased Premises to District in as good a shape and condition as they now are, reasonable wear and tear and damage by the elements accepted.

26. **Waiver of Performance.** No waiver by District at any time of any of the terms and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions

27. **Severability.** The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto, for the purpose of enforcing a right or rights provided for by this lease, shall be tried in the Superior Court for the County of Fresno, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other County. This Lease shall be subject to California law.

29. **Attorneys' Fees.** In the event of any litigation, or arbitration, between Lessee and District to enforce any of the provisions of this Lease, or any right of either party hereto,

the unsuccessful party to such litigation or arbitration, agrees to pay to the successful party, all costs and expenses, including reasonable attorney's fees incurred therein, by the successful party, all of which shall be included in, and as a part of, the judgment or award rendered in such litigation or arbitration

30. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time shall be designated by the respective parties:

DISTRICT

Fresno County Fire Protection District
Fire Chief
210 N. Academy Ave
Sanger, California 93657

LESSEE

City of Coalinga
Fire Chief
155 W. Durian Street
Coalinga, California 93210

31. **No Third-Party Rights.** This Lease does not create any rights in any party not a signatory to this lease.

32. **District's Representative.** District hereby appoints the Director of the Department of Facilities Management as its authorized representative to administer this Lease.

33. **Reorganization.** The obligations and benefits of the parties under this Lease shall not be affected by any reorganization of the Lessee.

34. **Entire Lease; Incorporation of Exhibits.** This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreement and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto. All exhibits referenced in this Lease are incorporated as if fully set forth herein.

35. **Authority to Execute; Mutually Drafted.** Each person executing this Lease on behalf of a party warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Lease on behalf of such party and has the authority to bind such party to the performance of its obligations under this Lease. Each party participated jointly in the drafting of this Lease and has chosen the language to express their mutual intent. No presumption or burden of proof favoring or disfavoring any party to this Lease shall apply in the event of an ambiguity in the text or question of intent.

Fresno County Fire Protection District

By: _____ Dated: _____
Dustin Hail, Chief

District Legal Counsel, Law Offices of William D. Ross

By: _____ Dated: _____
William D. Ross

City of Coalinga

By: _____ Dated: _____
Marissa Trejo, City Manager

City of Coalinga – Legal Counsel

By: _____ Dated: _____
Mario U. Zamora

EXHIBIT "A"
FIRE STATION FACILITY LEASE

Facility

Station 93, Huron Fire Station
36421 S. Lassen Ave, Huron CA 93234

- Use of One (1) Apparatus Stall
- Use of Living Facilities and Office for up to (2) personnel employed by Lessee

Lease Amount Monthly

Monthly Payment in Advance \$1,185.80

Or Annual Payment in Advance \$14,229.60

All Payments Made Payable to: Fresno County Fire Protection District

The monthly Lease payment is due on the 1st of the month and shall be considered late by the 5th of the month. Late payments are subject to a late fee of ten percent (10%) interest of the total amount due. Unpaid monthly payments are considered a default of this Lease under Lease Paragraph 16.

Service Area

Lessee shall provide direct responsive advanced life support ambulance services within the City of Huron as well as District areas adjacent to the City of Huron.

EXHIBIT "B"

POLICY NO.: 200-01

SUBJECT: RULES OF CONDUCT

EFFECTIVE DATE: November 1, 2009

REVISION DATE: October 1, 2013

RESPONSIBILITY: Fresno County Fire Protection District

Paid-Call Firefighter

POLICY/PROCEDURE:

PURPOSE:

The Fresno County Fire Protection District holds all PCF Company members to a high standard for personal conduct and behavior while engaged in activities on behalf of the Fire District. This shall pertain, but may not be limited to, participation in company training and inspections, multi – company drills, fire prevention and/or public education programs, emergency response and daily interpersonal relations.

POLICY:

The following Rules of Conduct shall be adhered to by all members:

1. Members shall, while serving the Fire District, conduct themselves in a professional manner at all times.
2. Members shall comply with all adopted laws, ordinances, rules, regulations, and standards as established for the general operation of the Fire District.
3. Members shall be courteous and respectful to fellow members and/or superior officers serving the Fire District, and/or cooperating agency, or any other person of the general public. Threats, displays of aggressive behavior, or any form of workplace violence against career staff or another PCF Company member shall not be tolerated.
4. Members shall support policy and contribute to maintaining a work environment which is free from violence, sexual harassment and/or discrimination and retaliation. All fellow members, cooperators and citizens shall be afforded treatment which fully complies with Title VII, 29CFR 1604.11(f), the California Fair Employment and Housing Act, and any other law or regulation pertaining to Equal Employment Opportunity.
5. Members shall be in compliance with established personal grooming standards.
6. Members shall not commit acts which may in any way bring discredit to the Fire District, CAL FIRE, the County of Fresno, or the State of California.
7. Members shall not, while representing the Fire District; use any indecent, profane, threatening, uncivil or boisterous language in the presence of the public, while at the scene of an incident, at the fire station, or while acting in an official capacity for the Fire District.
8. Members must fully comply with the Fire District's Substance Abuse Policy while engaging in activities on behalf of the Fire District.

9. Members shall not engage in gambling activities while on the premises of any Fire District/CAL FIRE owned or operated facility.
10. Members shall not use the name of the Fire District/CAL FIRE, its facilities and equipment (including apparatus and personal protective equipment), badges and/or personal identification cards, fuel distribution cards, etc., in any commercial or private enterprise for personal gain or benefit.
11. Members shall not violate any traffic laws, rules, or regulations while operating Fire District owned and/or personal vehicles, when responding to or from an incident or while conducting business on behalf of the Fire District.
12. Members shall not falsify time sheets. Hours worked will be truthfully and accurately recorded on time keeping documents.
13. Members shall not sell, give away, misuse, loan or appropriate, or in any way dispose of property belonging to CAL FIRE/Fire District. All lost, damaged, or non-serviceable equipment is to be reported to the appropriate, immediate supervisor who will determine the action for replacement, repair, or disposal.
14. Members shall not accept rewards, gifts, fees, and/or gratuities of any kind, from any source, for services rendered in performance of duty, except as deemed authorized by the Fire Chief.
15. Members shall not respond to emergencies or participate in Fire District business while receiving worker's compensation or on an approved medical leave.
16. CAL FIRE/Fire District owned, or operated facilities shall not be used for activities unrelated to normal fire department business without approval of the Fire Chief or designee.
17. Members shall not obligate CAL FIRE/Fire District for the unauthorized expenditure of public funds.
18. All funds or donated items, generated through an approved fund-raising means, are the property of the Fire District, and shall not be expended or utilized without approval of the Fire Chief or designee.
19. Members shall exercise their best judgment and shall use precautionary safety measures to avoid injury to themselves and others while engaged in routine fire station duties and emergency response activities.
20. Members in active status shall immediately report any incidents or allegations of workplace risk or wrongdoing.
21. Members shall be the only persons allowed to operate and/or ride on apparatus and equipment owned or operated by the Fire District. Non-members are required to obtain permission from the Fire Chief or Designee prior to riding on any moving fire apparatus.
22. Members found negligent for their actions while engaged in the course of their duties or while representing the Fire District shall be subject to disciplinary review which may lead to adverse action or dismissal.
23. Members will refrain from discussing operational or internal business with dignitaries and/or elected officials.
24. All members will follow the established chain-of-command.

Procedure

1. Members shall read and understand, and so signify by signing these Rules of Conduct, prior to appointment as a member of the Fire District.
2. Original signed Rules of Conduct will remain in the Official Personnel File (OPF) and a copy may be placed in the member's file at the assigned fire station.

3. Any violation of the Rules of Conduct may result in an inquiry and may lead to disciplinary action up to and including dismissal from the Department.