



## REPORT TO CITY COUNCIL

**Approved by:**

*Ivette Iraheta*  
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Department Director

*Arnoldo Rodriguez*  
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Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 2, 2020

**Agenda Number:** D-3  
\_\_\_\_\_

**SUBJECT:**

Lease agreement with MV Public Transportation, Inc. for the City of Madera Transit Center

**RECOMMENDATION:**

Approve a Lease Agreement between City and MV Public Transportation for the City of Madera Transit Center for Operation of the Madera Metro (Report by Ivette Iraheta)

**SUMMARY:**

The new Madera Transit Center (MTC) will allow City of Madera (City) and MV Public Transportation, Inc. (MVPTI) to meet the growing needs of public transportation for Madera residents. The new facility will allow expanded and improved service delivery given the resources at the MTC; such as, advanced technology for dispatch staff and drivers, and the increased space to accommodate a growing fleet.

Currently, MVPTI is leasing 975 square feet (sf) at the City's Intermodal building located on N. E St. By entering into a new lease agreement at the MTC, MVPTI operations will be relocated. If approved, this lease will commence on September 3, 2020 and will conclude on June 30, 2023. The City has proposed a monthly rate of \$1,647 per month.

**DISCUSSION:**

Given the increased demand for public transportation due to a growing population in Madera, the City's Transit Division, MVPTI, the Transit Advisory Board, and other stakeholders have collaborated and strategized on identifying methods to improve and expand public transportation. The construction of the MTC enhances transit service capacities, given technology infrastructure, interior space for dedicated functions, secure and expanded fleet parking spaces, built-in infrastructure for future electrification of fleet, and other amenities.

The term of the lease is for 34 months at a lease rate of \$1,647/month. Staff determined the monthly rent based on the following:

- Current market rates for commercial/industrial building space in Madera is approximately \$1.10/sf
- The MTC is 3,200 sf, thus the market rate equates to \$3,520 per month
- Staff is proposing a rate of \$1,647/month, \$1,873 per month less than market rate
- Currently, MVPTI pays the City \$1/year for rent for the Intermodal building
- MVPTI receives a credit in the amount of \$1,073 per month at the Intermodal. MVPTI would continue to receive this credit at the MTC
- The City would also credit MVPTI \$800 per month with the stipulation that the City will have access to common interior and exterior areas at the MTC. This will allow City staff an opportunity to use the building for training, meetings, events, and other uses, including renting the training room to community organizations that may need it.

A few additional items worth noting:

- Status of the Intermodal on N. E. St.
  - Upon entering into the lease agreement for the MTC, the current lease at the Intermodal will be terminated.
  - Madera Metro will continue to provide bus service at the Intermodal; however, MVPTI staff will not be present
  - Greyhound will continue to operate at the Intermodal, as will Madera Cab Company.
  - The City will continue to be responsible for janitorial services and utilities at the Intermodal
- Operational Costs at the MTC:
  - MVPTI will pay for utilities at the MTC whereas, the City currently pays for utilities at the Intermodal building, and then gets reimbursed a share of those utilities from MVPTI, based on their pro rata usage.
  - The City will pay for janitorial services (Service Masters Clean) and landscaping services (Villa Garden Landscaping) at the MTC.
  - Repairs at the MTC are the responsibility of Madera Metro and MVPTI. Repairs needed are outlined within the lease agreement as exterior (City) and interior (MVPTI).
- Construction of the MTC was funded through PTMISEA (PROP 1B) and FTA grant funds totaling \$5.5 million

- The City does not have outstanding debt for the construction of the building; however, the land was acquired as part of the Freedom Industrial Project whereas the City received land and contributed for off-site improvements
- No General Fund dollars were used to construct the MTC
- The lease will generate \$19,764 per year for the City's Transit Division
- The transit fund is funded through grants and does not impact the City's General Fund

At the conclusion of the lease agreement, should MVPTI wish to extend the lease agreement, MVPTI is required to notify City 120 days before June 30, 2023, requesting that it be extended.

It is also worth noting that MVPTI and the City have an agreement that the former will provide transit operation services through June 30, 2021, with option to extend through June 30, 2022. Should their operations agreement be terminated, then the lease agreement will also be terminated, and vice versa.

**FINANCIAL IMPACT:**

The negotiated lease requires that MVPTI pay for telephone and communication services and utilities including but not limited to water, sewer, gas, electricity, and solid waste. There is no expense to the City's General Fund. The lease will generate \$19,764 for City's Transit Division, based on a rate of \$1,647/month. The lease will not impact the General Fund because this activity falls exclusively within the transit budgets.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The lease of the MTC supports the Vision Madera 2025 Plan as follows:

- Strategy 121:
  - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 121.10
  - Add facilities and amenities for the public.
- Strategy 407:
  - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- Strategy 431.1:
  - Continue and expand use of low emission or alternative energy source vehicles for all public jurisdictions.

**ALTERNATIVES:**

As an alternative, Council may:

1. Direct staff to continue to negotiate the lease with MV Public Transportation, Inc. at a different cost.

2. Direct staff to alter terms of the lease.

**ATTACHMENTS:**

1. Resolution
2. Lease Agreement
  - Exhibit A: City of Madera Transit Center
  - Exhibit B: City of Madera Transit Building

Resolution 20-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A THIRTY-FOUR MONTH LEASE AGREEMENT  
WITH MV PUBLIC TRANSPORTATION, INC. FOR THE CITY OF MADERA  
TRANSIT CENTER**

**WHEREAS**, the City has agreed to terminate the current lease agreement with MV Public Transportation, Inc. for property located at 123 North E Street; and

**WHEREAS**, the Mayor will execute a new 34-month lease agreement allowing MV Public Transportation, Inc. to utilize the Madera Transit Center located at 1951 Independence Drive for operation of Madera Metro; and

**WHEREAS**, the current market rate for commercial/industrial building space in Madera is approximately \$1.10 per square foot; and

**WHEREAS**, the market rate for the Madera Transit Center equates to \$3,520 per month; and

**WHEREAS**, MV Public Transportation, Inc. will continue to receive a monthly credit in the amount of \$1,073 at the Madera Transit Center; and

**WHEREAS**, the City and MV Public Transportation, Inc. have agreed to allow the City to have access to the interior and exterior common areas of the Madera Transit Center, for the duration of the lease for a credit of \$800 per month from the City; and

**WHEREAS**, MV Public Transportation, Inc. agree to a monthly rent of \$1,647 in the proposed agreement; and

**WHEREAS**, MV Public Transportation, Inc. is responsible for telephone and communication services as well as all utilities including but not limited to water, sewer, gas, electricity, and solid waste; and

**WHEREAS**, the lease requires the City to make repairs to the exterior of the Madera Transit Center, unless MV Public Transportation, Inc. is at fault for damages, and for MV Public Transportation Inc. to make repairs to the interior of the Madera Transit Center; and

**WHEREAS**, the City and MV Public Transportation, Inc. now desire to enter into a new lease agreement beginning September 3, 2020 that is agreeable to both parties; and

**WHEREAS**, at the conclusion of the lease agreement, should MV Public Transportation, Inc. wish to extend the lease agreement, MV Public Transportation, Inc. is required to notify City 120 days prior to June 30, 2023, the termination date of the agreement.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Lease Agreement between City and MV Public Transportation, Inc. for the Madera Transit Center.
3. This resolution is effective immediately upon adoption.

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**LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND  
MV PUBLIC TRANSPORTATION, INC.**

This Lease Agreement ("Lease") is entered into on \_\_\_\_\_, 2020, by and between the City of Madera, a municipal corporation ("Lessor") and MV Public Transportation, Inc. (Lessee).

1. Agreement. Subject to the terms and conditions and for the consideration set forth in this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, that certain real property located at 1951 Independence Drive, Madera, California (referred to hereinafter as the "Premises"), owned by Lessor, and which is more particularly described in Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference.

2. Rent. Lessee agrees to pay rent to Lessor in the amount of \$1,647.00 per month. Payment of rent shall be made on the first day of each month, at Madera City Hall, located at 205 W. 4<sup>th</sup> Street, Madera, CA 93637 or any other place or places that may be designated by Lessor in a written notice to Lessee given in the manner prescribed in this Lease. Rent for any period less than one month shall be a pro rata portion of the monthly installment.

3. Term.

(a) The term of this Lease shall commence on September 3, 2020, and shall continue through June 30, 2023. If Lessee wishes to extend the Lease, Lessee shall send a written notice to Lessor 120 days before June 30, 2023, asking that the term be extended for an additional period of time. If Lessor decides to lease the Premises, the parties may negotiate to extend the term of this LEASE under terms and conditions mutually acceptable.

(b) Lessee may, at Lessee's option, terminate this Lease upon ninety (90) days written notice to Lessor.

4. Use of Premises.

(a) Sole Use: The Premises are leased to Lessee for the sole use as the only bus terminal for the Madera Metro Fixed Route and Dial-A-Ride operations and for uses collateral thereto.

(b) Lessor's Use: The Lessor shall have reasonable access to the Training Room, Bus Wash Area, and Outdoor Courtyard, Restrooms, and Parking. The Lessor will provide Lessee with reasonable notice of at least 72 hours of its intended use of such areas. The Lessor's use under

this section may not disrupt the daily operations of the Lessee during normal business hours.

(c) No Detriment to Insurance: Lessee shall not commit or permit any act or acts in or on the Premises or use the Premises or cause the Premises to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Premises or any part thereof.

(d) Assignments and Encumbrances: Lessee shall not encumber, assign, or otherwise transfer this Lease, a right or interest in the property or any of the improvements on the property without the expressed written consent of the Lessor. In addition, Lessee shall not sublet the property or any part thereof.

(e) Signs: Any and all signs or advertisements of any nature extending into, on, or located on the Premises shall conform to all City zoning and building codes. Lessee must submit a request on its letterhead and shall not commence construction, installation, or use of signs until approved by the Lessor. Approval by Lessor will not be unreasonably withheld as to location, graphics, type, content, architecture or engineering standards.

(f) Vending: Lessor has the right to place vending machines within the Building of Premises and is entitled to all income derived therefrom.

(g) Public Access: Members of the public shall have access during Lessee's normal business hours by way of the Common Area identified in Exhibit B.

## 5. Maintenance and Repair

(a) General Requirement: Lessee shall, during the term of this Lease, maintain the Premises in a good, clean, and safe condition, and shall, on termination of this LEASE, surrender the Premises to Lessor in as good a condition and repair as existed on the date of this LEASE, reasonable wear and tear and damage by the elements excepted.

(b) Negligence: Lessee shall be responsible to repair any damage arising from the negligence of Lessor or its agents, employees, or invitees.

(c) Exterior of Building: Lessor shall provide and pay for day-to-day maintenance and repair of the exterior area of the Building, including but not limited to the exterior landscaping, bus concourse area, driveways, exterior roof, and exterior side walls. Lessor shall be granted access to complete maintenance and repairs to the exterior of the building during hours of operation. Lessor will coordinate with Lessee to minimize impact of daily operations. Lessor will repair any exterior vandalism not limited to physical damage, graffiti and similar items. However, Lessor will not be responsible to repair any exterior vandalism where it is determined that it has been caused by agents, employees, or invitees of Lessee.



(d) Interior of Building: The Lessee shall provide, perform and pay for day-to-day maintenance, repair, and janitorial services for the Building. Lessor shall be responsible for maintenance and repair of the Building including roofing, air conditioning major plumbing and/or major structural repairs. Lessor shall not be responsible for interior theft or vandalism of the Building.

(e) Compliance with Laws: Lessee shall, at Lessee's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county or municipal government which may in any way apply to the use, maintenance or operation of Premises.

(f) Surrender of Premises: On termination of this Lease, Lessee will surrender the Premises to Lessor in as good a condition and repair as existed on the date of this Lease, reasonable wear and tear and damage by the elements excepted.

6. Communications and Utilities. The Lessee shall be responsible for securing and paying for telephone and communication services and all utilities including but not limited to water, sewer, gas, electricity, and solid waste.

7. Alterations and Mechanics' Liens.

(a) Lessee shall not make nor permit any alterations or improvements to the Premises without the prior written consent of Lessor.

(b) All alterations and improvements made to the Premises shall become the property of the Lessor and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any renewal or extension of this lease.

(c) Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Premises caused by Lessee's removal of its personal property, trade fixtures, or equipment.

(d) Lessee shall keep the premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Lessee, or obligations incurred by Lessee.

8. Waste or Nuisance. Lessee shall not commit, nor permit others to commit, any waste upon the Premises. Lessee shall not maintain, commit, nor permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose.

9. Taxes and Assessments. Lessee shall pay, prior to delinquency, Lessee's possessory interest, leasehold tax interest, and personal property taxes, which may arise out of Lessee's use of the Premises during the term of this Lease. On demand, Lessee shall provide to Lessor satisfactory evidence of payment of taxes. Lessor shall pay any real property taxes.

10. Possession. Lessee shall be entitled to possession of the Premises on the first day of the term of this Lease and shall yield possession to Lessor upon termination of this Lease.

11. Insurance. Without limiting Lessee's indemnification of Lessor, and prior to Lessee's operation and use of the Building, Lessee shall obtain, provide, and continuously maintain at its own expense during the term of the Lease policies of insurance of the type and amounts described below and in form satisfactory to the Lessor.

Minimum Scope and Limits of Insurance

Lessee shall maintain limits no less than:

\$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.

\$2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Lessee arising out of or in connection with operations conducted at the Leased Building, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.

Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Lessee shall submit to the Lessor, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Lessor, its officers, agents, employees, and volunteers.

Property insurance against all risks of loss to any Lessee improvements or betterments.

Maintenance of Coverage

Lessee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with Lessee's occupancy of the premises, its agents, representatives, or employees as specified in this Agreement.

### Proof of Insurance

Lessee shall provide to the Lessor certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Lessor prior to commencement of performance. Current evidence of insurance shall always be kept on file with the Lessor during the term of this Agreement. Lessor reserves the right to require complete, certified copies of all required insurance policies, at any time.

### Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Lessor, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Lessee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Lessee hereby waives its own right of recovery against the Lessor.

### Enforcement of Contract Provisions (non estoppel)

Lessee acknowledges and agrees that any actual or alleged failure on the part of the Lessor to inform Lessee of non-compliance with any requirement imposes no additional obligations on the Lessor, nor does it waive any rights hereunder.

### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Lessee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Lessee.

### Notice of Cancellation

Lessee agrees to oblige its insurance agent or broker and insurers to provide to the Lessor with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the Lessor. The Lessor reserves the right to require that self-insured retentions be eliminated, lowered or replaced

by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Lessor's Risk Manager.

Timely Notice of Claims

Lessee shall give the Lessor prompt and timely notice of claims made or suits instituted that arise out of or result from Lessee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Lessee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

12. Entry and Inspection by Lessor. Lessor reserves the right to enter the Premises at any time and by whatever means necessary, including, but not limited to, the following situations: (i) in case of an emergency, (ii) to make necessary repairs, (iii) when Lessor reasonably believes that the Lessee has abandoned or surrendered the Premises, (iv) to inspect the Premises for Lease compliance, (v) pursuant to court order, and (vi) for necessary tests or surveying. When entering the Premises, Lessee shall use reasonable efforts to minimize disruption to Lessee's operations.

13. Acceptance by Lessee. Lessee accepts the Premises, as well as the improvements thereon in their present condition. Lessee agrees with, and represents to Lessor, that the Premises have been inspected by him and that Lessee has been assured by means independent of Lessor or Lessor's agents of the truth of all facts material to this Lease and that the Premises are being leased by Lessee as a result of his inspection and investigation and not as a result of any representations made by Lessor or Lessor's agents.

14. Parties Not Liable. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Premises by or from any cause whatsoever, except injury or damage to Lessee resulting from the acts or omissions of Lessor or Lessor's authorized agents.

15. Indemnification and Hold Harmless. Throughout the term of this Lease, Lessee shall indemnify, hold harmless, and defend Lessor from all damages, injuries, claims, losses or suits arising in out of or in connection with the performance of this Lease. The Lessor shall be entitled to recover upon such indemnity upon becoming liable and without payment of any claim demand, damages or cost; and Lessee shall defend Lessor (at Lessor's option) against such claim, demand, lawsuit, or liability except if caused by the sole negligence of Lessor.

16. Rights Are Cumulative. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

17. Covenants Against Discrimination. Lessee agrees for itself, its heirs, executors, administrators, and assignees and all persons claiming under or through them as follows: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status, ancestry, age or any other unlawful classification in the use of the Premises."

18. Insolvency of Lessee. The insolvency of Lessee, as evidenced by the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, the making of a general assignment by Lessee for the benefit of creditors, or an action taken or suffered by Lessee under any bankruptcy or insolvency act, shall terminate this Lease and entitle Lessor to re-enter and regain possession of the Premises. The levying of any writ of attachment or writ of execution against Lessee's interest in the Premises or any crops therein, which shall not be satisfied or discharged by Lessee within thirty (30) days from the date of levy or execution, shall terminate this LEASE and entitle Lessor to re-enter and regain possession of the Premises.

19. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this LEASE by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties hereto as follows:

Lessee: MV Public Transportation, Inc.  
Attn: Legal Department  
2711 Haskell Ave., Ste. 1150  
Dallas, TX 75204

Lessor: City of Madera  
Attn:                       
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

20. Integration. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this instrument are null and void.

21. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this LEASE is invalid or unenforceable, but that by limiting such provision it

would become invalid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. Law Governing. This Lease and the rights and duties (both procedural and substantive) of the parties hereunder shall be governed and interpreted exclusively by the provisions hereof and by the laws of the State of California and venue shall be in Madera County.

23. Effect on Heirs and Successors. This Lease and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Lease. Nothing contained in this paragraph shall be construed as consent by Lessor to any assignment of this Lease or any interest therein by Lessee except as may be provided in this Lease.

24. Time of Essence. Time is of the essence of this Lease and of each provision contained within, and each provision is made and declared to be a material, necessary, and essential part of this LEASE.

25. Attorneys' Fees. If any litigation is commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either party in relation to the Premises or the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

26. Amendment. This Lease may be amended only by the written agreement of the parties hereto duly executed by the party to be bound by the amendment.

27. Waiver. The waiver by Lessor of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this Lease.

28. Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. Separate counterparts of this Lease may separately be executed by Lessee and Lessor, all with the same force and effect as though the same counterpart had been executed by both Lessee and Lessor.

29. Relationship of Parties. The relationship between Lessor and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the term of the Lease become the agent of Lessor, and Lessor shall not be responsible for the act or omissions of Lessee or its agents.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease Agreement to be executed as of the date and year first above written.

**CITY OF MADERA**  
a Municipal Corporation

**MV PUBLIC TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Andrew J. Medellin  
Mayor

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

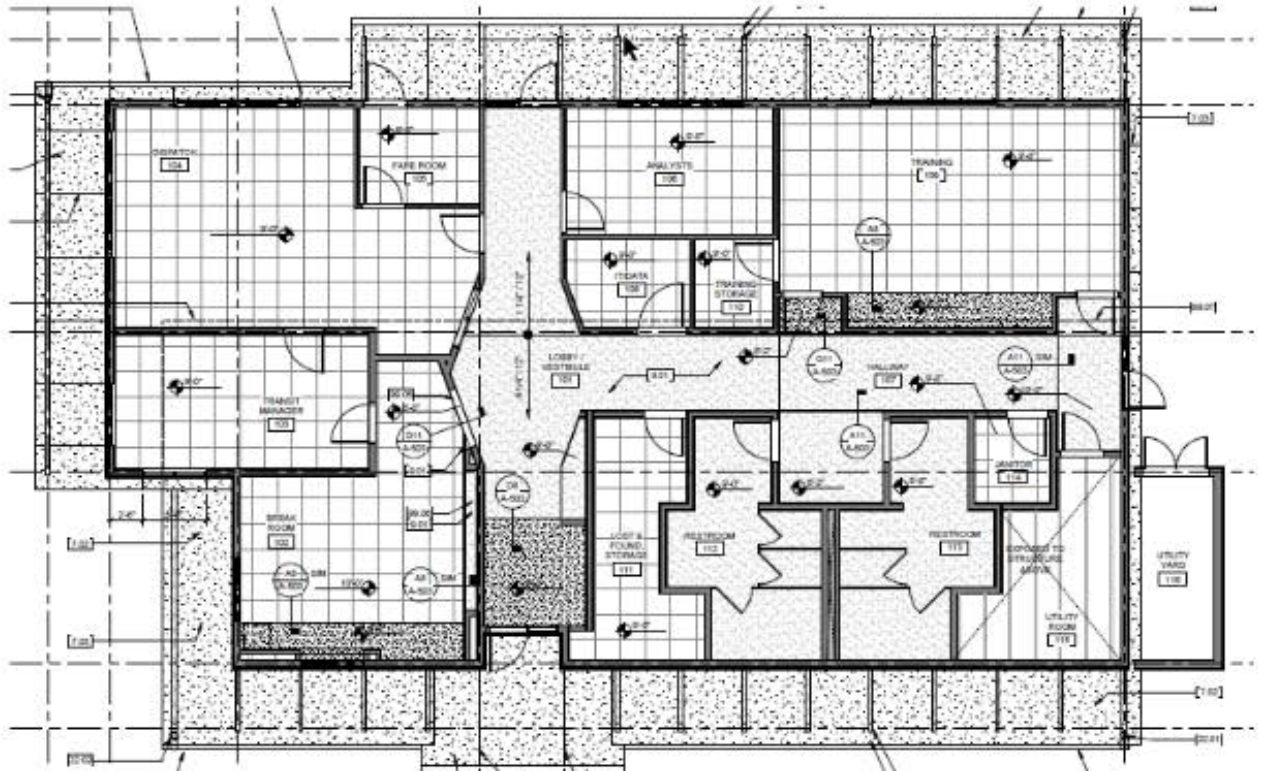
By: \_\_\_\_\_  
Alicia Gonzales  
City Clerk

\_\_\_\_\_  
(Tax Payer I.D. Number)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantú Montoy  
City Attorney

# EXHIBIT A - CITY OF MADERA TRANSIT CENTER





# EXHIBIT B - CITY OF MADERA TRANSIT BUILDING

