



REPORT TO CITY COUNCIL

Approved by:

Matthew A. Watson

Matthew Watson, Assistant Fire Chief

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

Agenda Number: D-2

SUBJECT:

Lease Agreement with Pistoresi Ambulance Paramedics for space at Fire Station 57

RECOMMENDATION:

Adopt a Resolution Approving a Six-Month Lease Agreement with Pistoresi Ambulance Paramedics beginning on June 16, 2021, in the amount of \$2,040 per month

SUMMARY:

Six-month lease with an agreement with Pistoresi Ambulance Paramedics (PAP) for the use of a portion of City Fire Station 57 located on South Schnoor Avenue at a monthly rate of \$2,040 beginning on June 16, 2021. The agreement includes utilities and maintenance fees.

DISCUSSION:

Pistoresi, a private ambulance company, and the City have enjoyed a long-term partnership serving the City's citizens. In addition to the City, PAP serves the City of Chowchilla and a portion of the County, primarily the Valley floor, while Sierra Ambulance serves the foothill communities. As part of this partnership, the City has allowed PAP to house an ambulance at Fire Station 57 since 1982. This arrangement has served PAP and the residents well, allowing PAP to deploy personnel rapidly. In addition to being stationed at Station 57, PAP also houses an ambulance at Madera County Station 1 located on Tozer Road (i.e., Road 28) and prior 2021 at Chowchilla City Fire Station 1.

As emergency response needs have evolved, equipment needs have changed. As a result, space has become limited, and staff has notified PAP that it needs the space while a short-term lease agreement is also required. It is worth noting that during the preceding 39 years, there has been no hold harmless, lease, or rental agreement in writing between PAP and the City. This, coupled with the need to house fire suppression equipment indoors to protect it from inclement weather,

led to the City revisiting the arrangement. Today, PAP occupies approximately 437 square feet. It is anticipated that once PAP relocates, the space will be used to properly store safety gear, firefighter wellness equipment, and supplies away from carcinogenic smoke generated from the fire apparatus. Today, these items are stored in the apparatus bays and need to be removed.

In addition, the City is actively working with the Madera Historical Society to receive two antique Madera City fire engines that will be housed in Stations 56 (Lake Street) and 57. This creates a more significant strain and need for storage at Station 57.

During the past 39 years, the City has borne utilities and facility maintenance costs, while PAP pays for cable and internet. No changes to this arrangement are proposed as part of the lease agreement.

FINANCIAL IMPACT:

The lease agreement is expected to generate \$13,260 in revenue should PAP remain for the duration of the agreement. Should PAP vacate before the end of the agreement, this would decrease. From these funds, a portion will be used for utilities and maintenance costs. Any remaining funds will be used to make improvements at the station.

ALTERNATIVES:

As an alternative, Council may:

1. Council may direct staff to allow PAP to continue to use the facility at no costs.
2. Council may direct staff to enter into a longer-term agreement.

ATTACHMENTS:

1. Resolution including the Lease agreement

Resolution 21-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A SIX-MONTH LEASE AGREEMENT WITH
PISTORESI AMBULANCE PARAMEDICS FOR SPACE AT THE CITY OF
MADERA FIRE STATION 57**

WHEREAS, the Mayor will execute a six-month lease agreement allowing Pistoresi Ambulance Paramedics to utilize a portion of Fire Station 57 located at 200 South Schnoor Avenue; and

WHEREAS, the market rate for use of the space is \$2,040 per month; and

WHEREAS, the City and Pistoresi Ambulance Paramedics have agreed to allow and Pistoresi Ambulance Paramedics use of the Medic bedroom/living room, two (2) restrooms, dining area, kitchen, rear driveway and four (4) parking spaces; and

WHEREAS, Pistoresi Ambulance Paramedics agree to a monthly rent of \$2,040 in the proposed agreement; and

WHEREAS, Pistoresi Ambulance Paramedics is responsible for cable and internet for all users of the Fire Station; and

WHEREAS, the City is responsible for utilities including but not limited to water, sewer, gas, electricity, and solid waste.

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 Pistoresi Ambulance Paramedics.
3. This resolution is effective immediately upon adoption.

**LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND
PISTORESI AMBULANCE PARAMEDICS**

This Lease Agreement ("Lease") is entered into on June 16, 2020, by and between the City of Madera, a municipal corporation ("Lessor") and Pistoresi Ambulance (Tenant) collectively referred to "Parties."

1. Agreement. Subject to the terms and conditions and for the consideration set forth in this Lease, Lessor hereby Leases to Tenant and Tenant hereby Leases from Lessor, that certain real property located in Fire Station 57 at 200 S Schnoor Ave, Madera, California (referred to hereinafter as the "Premises"), owned by Lessor, and which is more particularly described and depicted in Exhibit A which is attached hereto and incorporated herein by reference.

2. Rent. Tenant agrees to pay rent to Lessor in the amount of \$ 2,040.00 per month. On June 16, 2021, the Tenant shall pay to the Lessor the prorated sum of \$1,019.70 for the period of June 16, 2021 through June 30, 2021. Thereafter the full monthly rent shall be paid on the first day of each month, at Madera City Hall, located at 205 W. 4th Street, Madera, CA 93637 or any other place or places that may be designated by Lessor in a written notice to Tenant 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 June 16, 2021 and shall continue through December 31, 2021.

(b) Tenant may, at Tenant's option, terminate this Lease upon thirty (30) days written notice to Lessor.

(c) Lessor may terminate this Lease upon fifteen (15) days written notice to Tenant for failing to meet any terms as provided in this Lease Agreement.

4. Use of Premises.

(a) Sole Use: The Premises are Leased to Tenant for the shared use of operating Tenant's private ambulance business and for uses collateral thereto. The shared use includes the Medic bedroom/living room, two (2) restrooms, dining area, kitchen, rear driveway and four (4) parking spaces.

(b) No Detriment to Insurance: Tenant 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.

- (c) Assignments and Encumbrances: Tenant 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, Tenant shall not sublet the property or any part thereof.

5. Maintenance and Repair

(a) General Requirement: Tenant 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: Tenant shall be responsible to repair any damage arising from the negligence of Tenant or its agents, employees, or invitees.

(c) Interior of Building: The Tenant shall be responsible to perform daily janitorial services for the shared areas. Daily janitorial service shall include but not limited to emptying of any trash or waste receptacles; washing and putting away of soiled dishes; wiping with a general-purpose cleaner all shared surfaces such as counters, doorknobs, tables, telephones, and similar surfaces; the proper placement of dirty/soiled laundry into appropriate receptacles. See Exhibit B for full details of cleaning duties. Lessor shall be responsible for maintenance and repair of the Premises including roofing, air conditioning major plumbing and/or major structural repairs. Lessor shall not be responsible for interior theft or vandalism of the Premises.

(d) Compliance with Laws: Tenant shall, at Tenant'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.

(e) Surrender of Premises: On termination of this Lease, Tenant 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 Tenant shall be responsible for securing and paying for its communication services such as internet and cable.

7. Alterations and Mechanics' Liens.

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

(d) Tenant 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 Tenant, or obligations incurred by Tenant.

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

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

10. Possession. Tenant 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 Tenant's indemnification of Lessor, and prior to Tenant's operation and use of the Building, Tenant 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

Tenant 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 Tenant 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. Tenant 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.

Maintenance of Coverage

Tenant 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 Tenant's occupancy of the premises, its agents, representatives, or employees as specified in this Agreement.

Proof of Insurance

Tenant 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 occupation. 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 Tenant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against the Lessor.

Enforcement of Contract Provisions (non estoppel)

Tenant acknowledges and agrees that any actual or alleged failure on the part of the Lessor to inform Tenant 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 Tenant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

Notice of Cancellation

Tenant 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

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

Additional Insurance

Tenant 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 Tenant 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, Tenant shall use reasonable efforts to notify Tenant and to minimize disruption to Tenant's operations.

13. Acceptance by Tenant. Tenant accepts the Premises, as well as the improvements thereon in their present condition. Tenant agrees with, and represents to Lessor, that the Premises have been inspected by him and that Tenant 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 Tenant 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 Tenant, and Tenant 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 Tenant resulting from the acts or omissions of Lessor or Lessor's authorized agents.

15. Indemnification and Hold Harmless. Throughout the term of this Lease, Tenant shall indemnify, hold harmless, and defend Lessor, its officers, employees, agents, and volunteers ("City indemnities"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of or in connection with Tenant's performance of its obligations under this Lease or out of the operations conducted by Tenant, except for such loss or damage arising from the sole negligence or willful misconduct of the Lessor. In the event City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from Tenant's performance of this agreement or operations, the Tenant shall provide a defense to the City indemnities, or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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. Tenant 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 Tenant. The insolvency of Tenant, as evidenced by the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, the making of a general

assignment by Tenant for the benefit of creditors, or an action taken or suffered by Tenant 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 Tenant's interest in the Premises or any crops therein, which shall not be satisfied or discharged by Tenant 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:

Tenant:

Lessor: City of Madera
 Attn: City Manager
 205 W. 4th 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 Tenant respecting the Premises, and correctly sets forth the obligations of Lessor and Tenant 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 Tenant 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 Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant 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 Tenant and Lessor, all with the same force and effect as though the same counterpart had been executed by both Tenant and Lessor.

29. Relationship of Parties. The relationship between Lessor and Tenant shall always and only be that of lessor and Tenant. Tenant 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 Tenant 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

PISTORESI AMBULANCE

By: _____
Santos Garcia

By: _____

Mayor

Title: _____

ATTEST:

By: _____

Alicia Gonzales
City Clerk

APPROVED AS TO FORM:

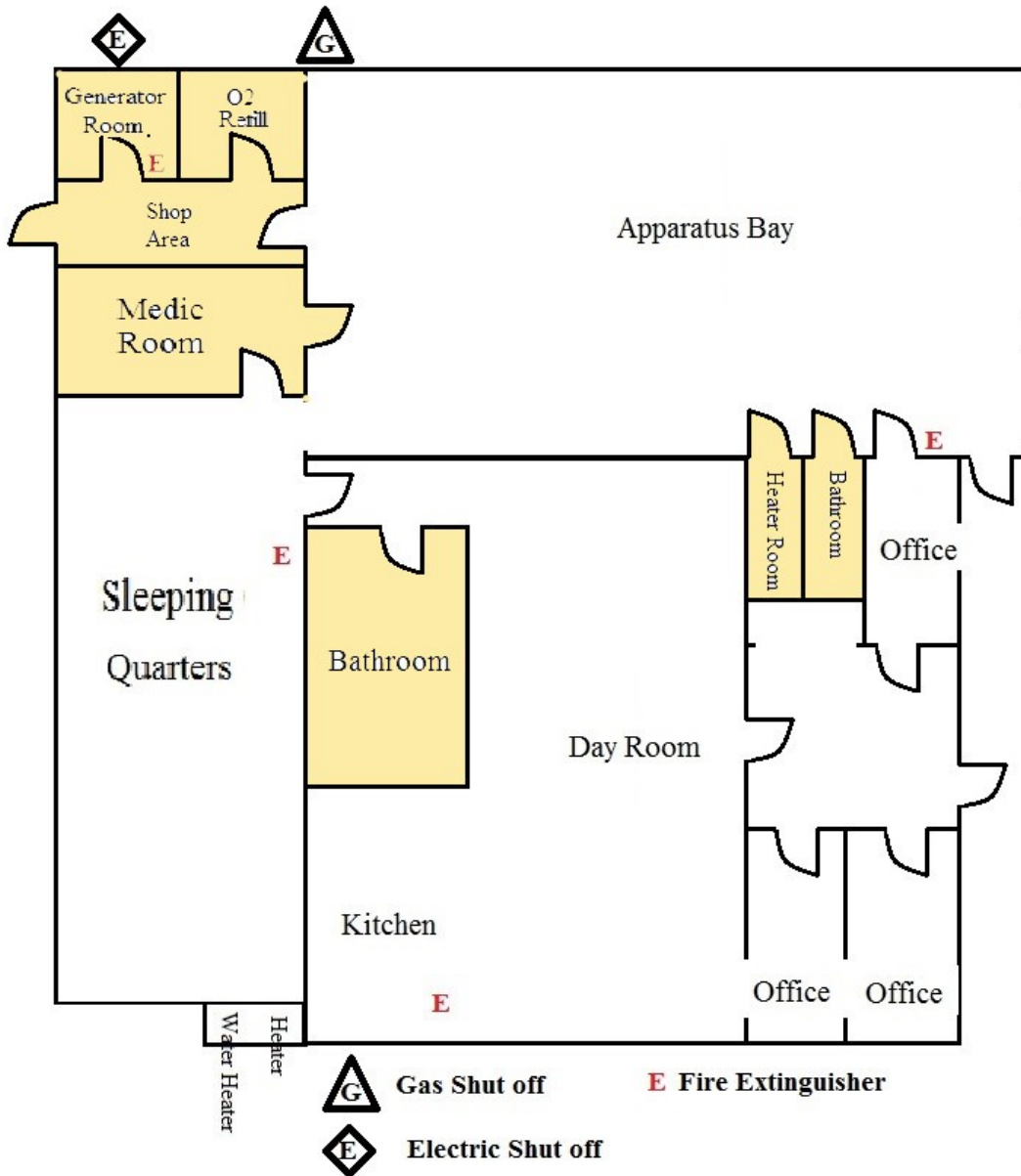
By: _____

Hilda Cantú Montoy
City Attorney

EXHIBIT "A"

Industrial Ave

Stage rear parking lot or front lawn.
Distance staging at Town & Country Park



EXHIBT B



**Madera City Fire Department
Medic 47
10 Day Maintenance Schedule**

Day 1, 11, 21, 31 Clean outside restroom

Day 2, 12, 22 Pick up litter in parking lot

Day 3, 13, 23 Vacuum and mop room

Day 4, 14, 24 Clean O2 room

Day 5, 15, 25 Clean outside restroom

Day 6, 16, 26 Sweep workshop floor

Day 7, 17, 27 Vacuum and mop room

Day 8, 18, 28 Pick up litter in parking lot

Day 9, 19, 29 Clean outside restroom

Day 10, 20, 30 Make up Day