



**NOTICE AND CALL OF A SPECIAL MEETING
OF THE
ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS**

A Special Meeting of the
Orange County Fire Authority Board of Directors
has been scheduled for March 13, 2014
at 6:00 p.m.

The meeting will be held at:
Orange County Fire Authority
Regional Fire Operations & Training Center
Board Room
1 Fire Authority Road
Irvine, CA

The business to be transacted at the meeting is on the attached Agenda.

Opportunity will be provided for members of the public to address the
Orange County Fire Authority Board of Directors
regarding any item of business as described on the Agenda.

Steven Weinberg, Board Chair



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING
Thursday, March 13, 2014
6:00 P.M.

Regional Fire Operations and Training Center
Board Room
1 Fire Authority Road
Irvine, CA 92602

Unless legally privileged, all supporting documentation and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda, which relate to any item on this agenda will be made available for public review in the office of the Clerk of the Authority located on the 2nd floor of the OCFA Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602, during regular business hours, 8:00 a.m. - 5:00 p.m., Monday through Thursday, and every other Friday, (714) 573-6040. In addition, unless legally privileged, all supporting documentation and any such writings or documents will be available online at <http://www.ocfa.org>.

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, supporting documents, including staff reports, are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Friday from 8 A.M. to 5 P.M.

If you wish to speak before the Fire Authority Board, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Board. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

CALL TO ORDER

INVOCATION by OCFA Chaplain TBD

PLEDGE OF ALLEGIANCE by Director Shawver

ROLL CALL

PRESENTATIONS

No items.

PUBLIC COMMENTS

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at www.ocfa.org. You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

There will not be a report at this time.

MINUTES

No items.

CONSENT CALENDAR

1. Tustin Legacy Fire Station 37 Lease

Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Actions:

1. Approve and authorize the Fire Chief to sign the Tustin Legacy Fire Station 37 Lease.
2. Direct staff to implement necessary budget adjustments increasing revenues and expenditures in Fund 122 by \$50,000 for the purchase of furniture, fixtures and equipment for Fire Station 37.

DISCUSSION CALENDAR

No items.

PUBLIC HEARING(S)

No items

REPORTS

No reports at this time.

BOARD MEMBER COMMENTS

CLOSED SESSION

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: Peter Brown, Liebert Cassidy Whitmore
Employee Organizations: Orange County Professional Firefighters' Association,
Local 3631
Authority: Government Code Section 54957.6

CLOSED SESSION REPORT

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, March 27, 2014, at 6:30 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 6th day of March 2014.

Sherry A.F. Wentz, CMC
Clerk of the Authority

UPCOMING MEETINGS:

Claims Settlement Committee Meeting	Thursday, March 27, 2014, 5:00 p.m.
Executive Committee Meeting	Thursday, March 27, 2014, 5:30 p.m.
Board of Directors Meeting	Thursday, March 27, 2014, 6:30 p.m.

CONSENT CALENDAR - AGENDA ITEM NO. 1
BOARD OF DIRECTORS MEETING
March 13, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief, Support Services

SUBJECT: **Tustin Legacy Fire Station 37 Lease**

Summary

This item seeks authorization for the Fire Chief to execute a lease for Tustin Legacy Fire Station 37.

Recommended Actions:

1. Approve and authorize the Fire Chief to sign the Tustin Legacy Fire Station 37 Lease.
2. Direct staff to implement necessary budget adjustments increasing revenues and expenditures in Fund 122 by \$50,000 for the purchase of furniture, fixtures and equipment for Fire Station 37.

Background

On March 7, 2005, the Orange County Fire Authority (OCFA) and the City of Tustin entered into a Memorandum of Understanding to replace temporary Fire Station 37, 14901 Service Road, Tustin, with a new fire station located within the Tustin Legacy Project. On June 26, 2008, OCFA and City of Tustin entered into an implementation agreement stipulating the construction and equipment of new Tustin Legacy Fire Station 37. The lease agreement was approved by Tustin City Council on March 3, 2014. Move-in is scheduled for March 17, 2014. The existing lease for 14902 Service Road, Tustin will be automatically terminated upon the execution of the attachment.

The proposed lease leases, rents, and demises to OCFA and the OCFA does thereby lease from the City of Tustin, the "Lease Premises," which includes the real property and improvements described in Exhibits A and B, and the furnishing and equipment described in Exhibits C and D. The lease shall run concurrently with the OCFA-Tustin Fire Services Agreement and shall extend automatically with each extension of the Fire Service Agreement.

As noted in the attached lease, the City of Tustin identified the sum of up to \$50,000 to be reimbursed to OCFA for the purchase of furniture, fixtures, and equipment stipulated in Exhibit D.

Impact on Cities/County:

None.

Fiscal Impact:

This may result in an increase of up to \$50,000 to revenues and expenditures in Fund 122 in the FY 2013/14 budget.

Staff Contact for Further Information:

Steve Chambers, Property Manager
Support Services Department
stevechambers@ocfa.org
(714) 573-6471

Attachment:

Proposed Tustin Legacy Fire Station 37 Lease Agreement with Exhibits A, B, C and D

**TUSTIN LEGACY FIRE STATION FACILITY
LEASE**

THIS LEASE is entered into this _____ day of _____, 2014 by and between the CITY OF TUSTIN, a general law city and municipal corporation in the State of California ("TUSTIN"), and the ORANGE COUNTY FIRE AUTHORITY ("OCFA"), a joint powers authority, duly authorized under the laws of the State of California, without regard to number and gender. TUSTIN and OCFA are sometimes referred herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. OCFA provides fire protection and medical aid services within the incorporated boundaries of TUSTIN in accordance with a Fire Services Agreement (Cash Contract) dated July 13, 1995, a Tustin Fire Services and Emergency Services Agreement dated July 27, 2000, and the Joint Powers Agreement creating the OCFA approved by the Tustin City Council on February 1, 1995, amended as approved by the Tustin City Council on February 27, 1995, and on September 23, 1999 (hereinafter collectively referred to as the "JPA").

B. In order to maintain fire response times to service residential and non-residential development within the Marine Corps Air Station (MCAS) Tustin Specific Plan Area ("Tustin Legacy Project"), OCFA has determined it is necessary to replace the current Fire Station 37 within Tustin with a new fire station within the Tustin Legacy Project. Firefighting personnel, equipment and manpower needs will continue to be addressed under the provisions of the JPA and Tustin Fire Services and Emergency Medical Services Agreement.

C. OCFA and TUSTIN entered into a Memorandum of Understanding on March 7, 2005 ("MOU") and a Fire Station Construction Implementation Agreement on June 26, 2008 (the "Implementation Agreement") which set forth the obligations of each Party regarding the construction, equipping and operation of a Fire Station Facility to serve the Tustin Legacy Project, and provide that OCFA and TUSTIN shall enter into a lease agreement for OCFA's use of the new replacement Fire Station Facility for the purpose of providing necessary fire protection services to the City of Tustin.

D. For ease of reference herein, the phrase "Existing Tustin/OCFA Agreements" shall refer collectively to all of the following: (1) the Fire Services Agreement (Cash Contract) dated July 13, 1995, (2) the Tustin Fire Services and Emergency Services Agreement dated July 27, 2000, (3) the JPA; (4) the MOU, and (5) the Implementation Agreement. Except as expressly set forth herein, this Lease does not modify the requirements of the Existing Tustin/OCFA Agreements.

NOW, THEREFORE, IN CONSIDERATION THEREOF, TUSTIN AND OCFA HEREBY AGREE AS FOLLOWS:

1. LEASE PREMISES FOR FIRE STATION FACILITY

TUSTIN hereby leases, rents and demises to OCFA, and OCFA hereby leases from TUSTIN the "Lease Premises" which includes the real property, improvements, furnishings and equipment described in Exhibit "A" and Exhibit "C", attached hereto, and by reference made a part hereof. The property and improvements are shown on Exhibit "B" which is attached hereto and by reference made a part hereof.

2. TERM, COMMENCEMENT, TERMINATION

2.1 Commencement and Termination. Unless earlier terminated in accordance with the provisions of this Lease, the term ("Term") of this Lease shall commence on the date that the City issues a Notice of Commencement of Lease pursuant to Section 2.2 of the Implementation Agreement (the "Lease Commencement Date") and shall run concurrently with and end on the date that the Fire Services Agreement between TUSTIN and OCFA and any revisions, extensions or replacements expire. If the Fire Services Agreement is terminated for any reason, this Lease shall also immediately terminate in its entirety. Upon the Lease Commencement Date, it is mutually agreed that the existing lease for Tustin Fire Station No. 37 located at 14901 Service Road, Tustin, California shall automatically terminate with respect to its applicable premises. All personal property and/or equipment (fixtures, partitions, counters, and shelving) attached to and/or placed upon any portion of the existing Tustin Fire Station No. 37 and its applicable premises by OCFA pursuant to the existing lease between the parties shall remain the personal property of OCFA who shall have the right to remove same. OCFA agrees to remove the personal property in a timely manner. OCFA also agrees that the improvements, furnishings and equipment attached to the realty in the new Tustin Legacy Fire Station are to be new installations and that the OCFA shall not reinstall old personal property in the new Tustin Legacy Fire Station.

The term of this Lease shall be automatically extended in conjunction with each extension of the Fire Services Agreement and the Lease will expire on the same day as provided in final approved extension to the Fire Services Agreement.

In the event TUSTIN and OCFA agree in writing, prior to the expiration date of the Fire Services Agreement, to extend the Fire Services Agreement, then this Lease shall remain in full force and effect; however, if at any time after the expiration date of the Fire Services Agreement has passed and either TUSTIN or the OCFA give written notice that the Fire Services Agreement will not be extended and is requesting that the Lease be terminated, then the Lease, thereafter, shall terminate on the day the OCFA vacates the Premises, but not later than 90 days from the date said written notice is received by either TUSTIN or the OCFA.

2.2 Option to Terminate Lease. TUSTIN and OCFA shall each have the option to terminate this Lease at any time upon giving the other party written notice at least three hundred sixty-five (365) days prior to the termination date identified in the notice. If the Fire Services Agreement is terminated for any reason, this Lease shall terminate concurrently.

2.3 Commencement of Possession. If the City is unable to give possession of the Premises on the Lease Commencement Date, this Lease shall not be void or voidable by OCFA AND THE City shall not be subject to any liability for such failure to give possession on such

date. No such failure to give possession on the Lease Commencement Date shall in any way affect the obligations of OCFA hereunder, nor shall the same be construed in any way to extend the Term of the Lease, however, in no event shall the Lease Commencement Date begin prior to the commencement of possession of the Premises by OCFA, without the express written approval by City.

2.4 Survival of Termination. The following provisions shall survive termination of this Lease:

Section 2.5.1 (Surrender)
Section 2.5.2 (Restoration)

2.5 Surrender and Restoration.

2.5.1 Surrender. Upon expiration of the Term of this Lease or its termination by TUSTIN or OCFA, OCFA shall quietly and peacefully remove itself and its property from the Lease Premises and surrender the Lease Premises to TUSTIN on the expiration date in good order, condition and repair (except reasonable wear and tear) and free and clear of all liens and encumbrances (other than (a) those, if any, permitted hereby or otherwise created or consented to by TUSTIN, and (b) any leasehold mortgage permitted in writing by TUSTIN). In the event that TUSTIN terminates this Lease for a default of the Lease by OCFA, OCFA shall be allowed a reasonable period of time, as determined by TUSTIN, in which to remove all of its property from, and terminate its operation on, the Lease Premises. During such period prior to surrender, all obligations assumed by OCFA under this Lease shall remain in full force and effect. TUSTIN may in its discretion, following thirty (30) days written notice to OCFA, declare any property which is owned by OCFA and which has not removed from the Leased Premises upon surrender of the Lease Premises, as abandoned property.

2.5.2 Restoration. Before expiration or prior to termination of the Lease, OCFA shall restore the Lease Premises to the condition in which it was on the Lease Commencement Date and prior to use by OCFA, or to such improved condition as may have resulted from any improvements made therein by OCFA, subject however to ordinary wear and tear and loss or damage for which OCFA is not liable hereunder. OCFA is not obligated to restore improvements to the Lease Premises once those improvements have been demolished or demolish improvements that have been completed during the Term of this Lease. Costs of such restoration shall be the responsibility of each party as provided in the existing agreements between Tustin and OCFA, as the same may be amended from time to time, including the Amended Joint Powers Agreement (collectively, the "Existing Tustin/OCFA Agreements).

3. CONSIDERATION / RENT

3.1 Generally. For purposes of this Lease, Base Rent and Additional Rent are hereinafter referred to as "Rent". All Rent payments due and owing shall be made to TUSTIN and shall be delivered to the TUSTIN Finance Director at 300 Centennial Way, Tustin, California, 92780, or to a third party at such other place that TUSTIN may designate in writing from time to time.

3.2 Base Rent. In consideration of the fire protection and medical aid services to be provided by OCFA to TUSTIN, as set forth in the Fire Services Agreement, OCFA shall not be obligated to pay Base Rent to TUSTIN for use of the Lease Premises.

3.3 Additional Rent. In addition to the Base Rent, OCFA shall pay the following direct operating expenses and additional cost reimbursements set forth in this Section 3.3, with all sums payable being deemed "Additional Rent" for California statutory remedy purposes.

3.3.1 Operating Expenses. OCFA shall be responsible for all operating expenses of the Leased Premises and directly pay all charges, impositions, costs and expenses of every nature and kind related to the operation of the Lease Premises ("Operating Expenses") after the Lease Commencement Date including, but not limited to, utility costs and all costs related to the operating of the Lease Premises after the Lease Commencement Date, the cost of capital improvements other than capital improvements anticipated in the MOU and Implementation Agreement which shall be borne as set forth in the MOU and Implementation Agreement, routine maintenance, insurance, taxes, code compliance, and provisions necessary for security, and any costs necessary to comply with the terms, covenants and conditions of this Lease except the they may otherwise be the responsibility of TUSTIN under this Lease or under the Existing Tustin/OCFA Agreements"). In addition, OCFA shall pay for, or directly perform, all protection and routine maintenance services for Lease Premises as described in Section 6. Costs of building and site design, plan review, site preparation, and construction at the Lease Premises shall be borne as set forth in the MOU and Implementation Agreement. OCFA shall have no responsibility for mechanics liens arising from services performed or materials or supplies provided prior to the Lease Commencement Date. Except as expressly set forth herein, this Agreement does not modify the requirements of the Existing Tustin/OCFA Agreements. Any costs incurred by Tustin resulting from OCFA's failure to perform under this Section shall be a "Cost Reimbursement" obligation under Section 3.3.2.

3.3.2 Additional Cost Reimbursement. All sums payable by OCFA to Tustin under this Lease which are not Base Rent or Operating Expenses shall be deemed a "Cost Reimbursement". A Cost Reimbursement shall include any and all costs incurred by TUSTIN which (a) are specifically attributable to an action (or inaction) of OCFA under this Lease, (b) constitute a claim and/or loss incurred by TUSTIN (as result of OCFA's action or inaction) or OCFA's use thereof, or action or inaction with respect thereto, and/or (c) arise as a result of, or are related to, OCFA's failure to provide the protection and maintenance services as required by Section 3.3 and Section 6 of this Lease. Upon incurring any such Cost Reimbursement expense, TUSTIN shall advise OCFA in writing of such costs and OCFA shall be obligated to pay to TUSTIN the full amount of the Cost Reimbursement within thirty (30) calendar days of the date of such invoice for such costs.

3.4 Late Charges. If any payment, or any part thereof, to be made by OCFA to TUSTIN pursuant to the terms of this Lease shall become overdue for a period in excess of ten (10) calendar days, then in addition to any other remedies available to TUSTIN under this Lease or otherwise, OCFA shall pay to TUSTIN late charge interest from the date such payment, or part thereof, was due until the date paid equal to ten percent (10%) per year of such overdue amount for purposes of defraying the expense incident to handling such delinquent payment, in addition

to interest from the date such payment or part thereof was due, at the default rate of ten percent (10%) per year.

3.5 No Waiver. Nothing herein or in the imposition or acceptance by TUSTIN of default interest shall be construed as a waiver of any rights of TUSTIN arising out of any default of OCFA hereunder; the right to collect any such default interest is separate and apart from any rights or remedies of TUSTIN relating to any such default by OCFA.

3.6 Net Lease. OCFA hereby acknowledges and agrees that this Lease is intended to be triple net lease to OCFA and, except as expressly stated herein or in Existing Tustin/OCFA Agreements, TUSTIN is not responsible for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Lease Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein, and OCFA shall pay all charges, impositions, costs and expenses of every nature and kind related to the Lease Premises. As set forth in Section 3.3 and Section 6, all costs of maintenance and repair of the Lease Premises, all costs of insuring the Lease Premises as identified in Section 8 and all Taxes, as that term is defined in Section 10, attributable to the Lease Premises shall be directly paid by OCFA. Nothing in this Section 3.6 limits TUSTIN's obligations under the Existing Tustin/OCFA Agreements.

4. Furniture and Equipment

4.1 Purchases. In conjunction with the construction of the new Tustin Legacy Fire Station, City has designed, in collaboration with OCFA, and will fund the installation of certain new fixtures, furniture and equipment for the Leased Premises. Certain fixtures, furniture and equipment have been purchased directly by City in conjunction with the award of the Construction Contract for the new Tustin Legacy Fire Station as shown on **Exhibit C**. Considerable attention has been paid in this process to ensure a high quality of finishes and aesthetic appearance of the new Tustin Legacy Fire Station. OCFA acknowledges and agrees that it is the intent of both parties that installation of fixtures, furniture and equipment in the new Fire Station will be new installations and that the OCFA will not reinstall old furniture, fixtures and equipment except for relocating its Engine Pumper and any emergency firefighting equipment and technical computer support and communication equipment.

OCFA has requested that they be permitted to purchase certain furniture, fixtures and equipment as shown on **Exhibit D** and specified for the new Tustin Legacy Fire Station by OCFA utilizing OCFA vendors ("OCFA Vendor Supplied Property"). Except as otherwise provided herein, OCFA shall purchase and City shall reimburse OCFA for actual cost of OCFA Vendor Supplied Property and City shall own the OCFA Supplied Property until it is replaced by OCFA. OCFA shall, at its sole expense, maintain, repair and replace OCFA Vendor Supplied Property during the term of the Lease. City agrees to provide reimbursement to OCFA for specific furniture and equipment items as shown on **Exhibit D** subject to the following:

4.1.1 OCFA reviews its final purchase specifications (including, but not limited to, manufacturer's details, colors, materials, etc. for these specific items) with the City, for City written approvals to ensure property coordination with interior finishes, furniture, equipment and

available infrastructure, and the designed location of specific items on the approved Construction Plans for the new Tustin Legacy Fire Station.

4.1.2 The purchase of OCFA Vendor Supplied Property shall not exceed Fifty Thousand Dollars (\$50,000).

4.1.3 To the extent OCFA purchasing relationships with vendors results in savings to the purchase price for such City reimbursed items, this savings shall be for the benefit of the City and OCFA shall not be authorized to purchase alternative or additional purchases for these City reimbursable items beyond the items identified in **Exhibit D** without written approval of City.

OCFA agrees that it will have scheduled for delivery and installation any furniture and/or equipment it purchases consistent with the schedule for completion of the new Tustin Legacy Fire Station and will be responsible for any project management and coordination required to ensure adequate coordination of installations with the construction contractor and other furniture, fixture and equipment installations by other parties, at OCFA's sole cost and expense.

4.2 Moving and Relocation Expenses. In consideration of the considerable project costs that have been borne by the City for the new Tustin Legacy Fire Station, OCFA acknowledges and agrees that it will be responsible, at its sole cost and expense, for moving any contents or items to the Leased Premises consistent with the provisions of Sections 4.1 and 4.1.3.

5. USE OF LEASED PREMISES

5.1 Permitted Use of Lease Premises. OCFA may use and occupy the Lease Premises for the purposes of operating and maintaining a Fire Station Facility and other purposes incidental and related hereto.

5.1.1 Accommodation for Tustin Police Department. OCFA recognizes that with the increase in development and activities at Tustin Legacy that the Tustin Police Department is currently experiencing an increase in patrols and resulting activities in the southern portion of the City. TUSTIN is working towards creating a permanent sub-station at Tustin Legacy; however, until such time that a permanent sub-station is created OCFA agrees to accommodate space for on-duty Tustin Police officer(s) to complete typical administrative duties (i.e. desk for report writing) based upon the availability of a desk area and that it does not impact the operation of the Lease Premises.

5.2 Compliance with Laws and Regulations. OCFA covenants and agrees that it shall observe and comply with all laws, orders, regulations, rules, ordinances and requirements now in force, or which may thereafter be in force, of federal, state, county and city governments, and of all other governmental authorities applicable to the Lease Premises, or any part thereof, and all departments, bureaus or officials, whether such laws, orders, regulations, rules or ordinances relate to alterations or repairs to or in and about the Lease Premises or to changes or requirements incident to or as a result of any use or occupation thereof, or otherwise (collectively, the "Governmental Requirements"). OCFA shall pay all costs, expenses, claims,

finer, penalties and damages that may in any manner arise out of or be imposed because of failure of OCFA to comply with the provisions of this Section.

5.3 Toxic Materials. OCFA hereby warrants and represents that OCFA in its operation of the Lease Premises will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including those materials identified in Title 22, California Administrative Code Sections 66680 through 66685, as amended (collectively "Toxic Materials"). Except as provided in Section 11 (Underground Fuel Tanks), OCFA shall be responsible for and shall indemnify and hold TUSTIN, its officers, directors, consultants, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Lease Premises by OCFA. If the storage, use, and disposal of Toxic Materials on the Lease Premises is caused by OCFA and results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, OCFA shall promptly take any and all action required to clean up such contamination to the maximum allowable levels.

OCFA shall, at OCFA's sole expense, furnish TUSTIN with a hazardous materials report at the end of the lease term.

6. ALTERATIONS

6.1 OCFA shall not make alterations to the Lease Premises without TUSTIN's prior written consent except as may be identified in Section 5.2. Alterations shall mean any modifications, additions, or improvements to the real property or improvements that will be provided by OCFA ("Alterations"), whether by addition or deletion. It is intended by the Parties that after commencement of the Lease Term, TUSTIN shall have no obligation, in any manner, to fund or complete any alterations to the Lease Premises.

Except with respect to Minor Alterations (as hereinafter defined), OCFA shall process all alterations, as applicable, consistent with the provisions of Section 5. All Alterations (including, without limitation, all Minor Alterations) shall be done promptly and in good and workmanlike manner and shall be of like quality and class.

6.2 OCFA may from time to time after commencement of the Lease Term without TUSTIN's prior approval, perform Alterations to the real property or improvements that are non-structural alterations ("Minor Alterations") provided such Minor Alterations individually meet all of the following criteria:

- (1) Would not require OCFA to apply for and obtain a building permit for the completion of the Minor Alteration;
- (2) Would not result in a violation of any provision of this Lease;
- (3) Would not cost in excess of twenty-five thousand dollars (\$25,000);

- (4) Would not result in substantial change in the character of improvements, or the use for which they are intended, or in a substantial change in access or major entries to, or public areas on, the Lease Premises;
- (5) Would not involve or result in any change in the exterior of the improvements that materially changes the design of the improvements, based on the original approved plan for the improvements;
- (6) Would not be of lesser quality or result in the diminution of the value of the Lease Premises;
- (7) Would not weaken the structural integrity of the improvements, or any portion thereof.
- (8) Would not, without written consent of the Lessor, demolish or remove all or any structural part of the real property or any improvement located upon the Lease Premises, except any existing improvements on the Lease Premises that are demolished or removed by the Lessee in compliance with the provisions of this Lease.

6.3 Construction of Improvements.

6.3.1 In the event that OCFA desires to construct Alterations which are not considered Minor Alterations, OCFA shall prepare and submit to TUSTIN construction plans and other drawings or plans and all related documents pertaining to the Lease Premises ("Construction Drawings") for TUSTIN's review and written approval. Construction drawings are hereby defined as those required for, and in sufficient detail to obtain any required, City of Tustin Land Use Entitlement and building permits for all OCFA improvements for which permits are required. TUSTIN shall approve or disapprove Construction Drawings within the time frames for normal construction plan check processing established by the City of Tustin. Any disapproval shall state in writing the reasons therefore and the changes which TUSTIN requests be made. OCFA shall revise Construction Drawings and resubmit them to TUSTIN, and TUSTIN's review and approval process shall recommence.

6.3.2. Required Licenses and Permits. Before commencement of construction of Alterations on the Lease Premises, OCFA shall, at its own expense, secure or cause to be secured, all licenses and permits which may be required by the City of Tustin or any other governmental agency affected by such construction.

6.3.3 OCFA shall require its contractors to agree in writing to indemnify TUSTIN from contractor's negligence or willful misconduct in the construction of any improvements by OCFA on the Lease Premises and to secure Commercial General Liability insurance defending and indemnifying TUSTIN in the event of claims arising from any alleged negligence of contractor or its subcontractors.

6.3.4 All work and materials shall be good quality, and all workers and subcontractors shall be skilled in their trades.

6.3.4 OCFA covenants and agrees that, solely at OCFA's expense, it shall maintain the Lease Premises during and after any construction and keep Lease Premises reasonably free of debris, waste, surplus materials, and surplus equipment.

6.3.5 OCFA shall keep the Lease Premises free of any liens or stop notices.

6.3.6 Upon completion of construction, OCFA shall furnish TUSTIN with as-built plans and specifications.

6.3.7 OCFA shall be responsible for any applicable prevailing wage requirements as identified in Section 12 of the Lease.

7. PROTECTION, REPAIR, AND MAINTENANCE

7.1 As provided in Section 3.1 of the Implementation Agreement, TUSTIN shall maintain the Site in good and safe condition until a Notice of Commencement of the Lease is issued to OCFA.

After issuance of the Notice of Commencement of the Lease and until the Lease is terminated as provided herein, OCFA shall provide for the protection, routine maintenance, repair and shall keep the Lease Premises in a good order and condition (including structural and non-structural conditions), and exercise due diligence in protecting the Lease Premises against damage and destruction by fire and other causes, subject to applicable provisions of this Lease.

In addition, OFCA shall also provide repainting of interior and exterior surfaces (as needed); the servicing, routine maintenance and repair of plumbing, electrical, mechanical and HVAC systems; fire sprinkler system, and apparatus doors; and all routine repairs to the interior or exterior of the Leased Premises and its improvements.

OCFA shall also provide for the routine repair and maintenance or replacement, if necessary, of exterior walls, landscaping and irrigation, parking areas, ramps and driveways, dispenser systems, roof coverings, fixtures, equipment, and furnishings. An inventory of furnishings provided with this Lease is shown in Exhibit "C" attached hereto and made a part hereof.

OCFA shall not be responsible for any maintenance, repairs, or replacements covered by any warranty of the construction contracts for the site entered into prior to the Lease Commencement Date.

Costs of protection, maintenance, repair, replacement, servicing, repainting and upkeep under this Lease shall be the responsibility of each party as provided in the Existing Tustin/OCFA Agreements.

7.2 Building and Safety Requirements. OCFA agrees to maintain the Lease Premises as a "safe place of employment", as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease.

The cost of repairs required to assure structural integrity and that the facility remains in compliance with applicable building codes, will be the sole responsibility of OCFA.

8. UTILITIES

OCFA shall be responsible for and pay when due, prior to the delinquency date, all charges and/or assessments for water, sewer, gas, electricity, telephone, trash disposal services; or other communication services or cable television and all other forms of utility services of every kind and nature used, rendered, or supplied to, upon, or connection with the Lease Premises throughout the Term, including all charges for installation after the Lease Commencement Date of meters, conduits, or other facilities required for such service. OCFA shall indemnify TUSTIN from and defend and hold TUSTIN harmless against any claim, liability, damage, loss, costs or expenses in connection with such charges.

9. INSURANCE

9.1 Fire Insurance. TUSTIN shall procure, pay all premiums upon, and maintain for the benefit of OCFA and TUSTIN, throughout the term of this Lease, fire insurance with extended coverage on the Fire Station Facility to the full insurable value of all improvements thereon. Included in the policy or policies of fire insurance shall be a standard waiver of right of subrogation against OCFA and TUSTIN by the insurance company issuing said policy or policies. TUSTIN shall provide OCFA evidence of compliance with these requirements. At TUSTIN's option, TUSTIN may self-insure the coverage required by this section.

9.2 Public Liability Insurance. OCFA agrees, at its sole expense, to maintain in force during the term of this Lease comprehensive general liability insurance, insuring against claims for injuries to persons or property occurring in, upon, or about the Lease Premises. Said insurance shall have limits of not less than \$2,000,000 and \$2,000,000 for injuries to person or persons, and not less than \$2,000,000 for property damage. Such insurance shall be provided with an insurer licensed to do business in the State of California, with a rating of at least A VII, according to the latest Best's Key Rating Guide or A-X (if offered by a surplus line carrier that is non-admitted), or through evidence of self-insurance. Evidence of such insurance shall be delivered to TUSTIN on or before the Lease Commencement Date, including provision of certificates of insurance or self-insurance and required insurer endorsements. Insurance endorsements (or a copy of the policy, if applicable) shall be provided as evidence of meeting the requirements of this Section. All insurance shall be maintained on an occurrence basis. The Insurer's shall specifically identify this Lease and the policy shall contain express conditions and/or be endorsed to contain the following provisions:

- a. TUSTIN is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance.
- b. Coverages are to be primary and not contributory with any other insurance maintained by TUSTIN.
- c. Endorsement shall name TUSTIN, and its officers, officials, employees, consultants, agents and contractors as additional insureds.

- d. An endorsement shall provide that all losses shall be payable notwithstanding any act, or failure to act, or negligence, of TUSTIN, or any other person.
- e. An endorsement that the insurer waives any right of subrogation against TUSTIN which may arise by reason of any activities of OCFA, TUSTIN, or payments under the policy. With approvals from TUSTIN, OCFA may self-insure the coverages required by this paragraph.

9.3 Workers Compensation Insurance. Workers Compensation insurance shall be maintained by OCFA in an amount and form meeting all applicable requirements of the California Labor Code, covering all persons providing services by or on behalf of OCFA and all risks to such persons. The worker's compensation policies are also to contain, or be endorsed to contain, the following provisions:

- a. "the insurer waives any right of subrogation against TUSTIN which may arise by reason of any activities of OCFA, TUSTIN, or payments made under this policy".
- b. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TUSTIN.

9.4 Builder's Risk Insurance. Commencing upon the construction of any Major Alterations which include buildings and structures only, and continuing until such time as the applicable Major Alterations are accepted and determined completed by TUSTIN, OCFA shall obtain and maintain a builder's risk policy with respect to such improvements, including clauses of property coverage form policies. Such insurance shall be maintained in an amount not less than one hundred percent (100%) of the full insured value of Major Alterations.

10. INDEMNIFICATION

OCFA shall indemnify, defend, and save harmless CITY, its officers, directors, consultants, agents, and employees, from and against any and all claims, demands, losses, or liabilities of any kind or nature which CITY, its officers, directors, consultants, agents, and employees may sustain or incur or which may be imposed upon them, or any of them, for injury to or death of persons, or damage to property as a result of, or arising out of, the negligence or willful misconduct of OCFA, its officers, agents and employees, in connection with this Lease except to the extent caused by the acts or omissions of CITY.

Likewise, CITY shall indemnify, defend, and save harmless OCFA its officers, directors, consultants, agents, and employees, from and against any and all claims, demands, losses, or liabilities of any kind or nature which OCFA, its officers, directors, consultants, agents, and employees may sustain or incur, or which may be imposed upon them, or any of them, for injury to or death of persons, or damage to property as a result of, or arising out of, the negligence or willful misconduct of CITY, its officers, agents and employees, in connection with this Lease, except to the extent caused by the acts or omissions of OCFA.

11. TAXES AND ASSESSMENTS

11.1 Generally. OCFA shall pay all Taxes (as hereinafter defined) levied or imposed upon the Leased Premises or TUSTIN or OCFA's interest therein during the Term, prior to delinquency. Taxes shall mean all real and personal property taxes, assessments and governmental charges, whether federal, state, county or municipal, and whether general or special, ordinary or extraordinary, foreseen or unforeseen, imposed upon the Leased Premises, the Rent, or any possessory interest therein, or on the operation of the Leased Premises. OCFA shall pay to the appropriate governmental authority any use, possessory interest, and/or occupancy tax applicable to the Leased Premises. In the event that TUSTIN is required by law to collect such tax, OCFA shall pay such use and occupancy tax to TUSTIN as a Cost Reimbursement within ten (10) days of demand and TUSTIN shall remit any amounts so paid to TUSTIN to the appropriate government authority.

11.2 Future Taxes. The interest created by this Lease may, at any time, be subject to property taxation under the laws of the State of California. If property taxes are imposed, the party in whom the possessory interest is vested may be subject to the payment of the taxes levied on such interest. This notice is included in this Lease pursuant to the requirements of Section 107.6 (a) of the Revenue and Taxation Code of the State of California.

11.3 Proration. All Taxes originally imposed upon OCFA, and payable with respect to the Leased Premises, shall be prorated on a per diem basis for any partial tax year included in the Term. OCFA's obligation to pay Taxes during the last year of the Term shall survive the termination of the Lease.

11.4 Payment by TUSTIN. In the event that OCFA fails to pay such taxes, assessments or charges, if any, TUSTIN may, at its option, at any time during the said ten (10) day period after delinquency, pay any such taxes, assessments or charges, together with all penalties and/or interest which may have been added thereto by reason of any such delinquency or default, and may likewise redeem the Lease Premises, or any part thereof, of the buildings or improvements located thereon, from any tax sale or sales. Any such amounts so paid by the Lessor shall be immediately paid by OCFA to TUSTIN.

12. UNDERGROUND FUEL TANKS

OCFA shall be responsible for repairing and maintaining the underground fuel tank system installed as part of the Fire Station Facility. OCFA shall be responsible for repairs and maintenance to the above-ground tank equipment and said underground fuel tank system shall be monitored on a 24-hour, daily basis. Upon TUSTIN's request, OCFA shall provide TUSTIN with results of monitoring, or when there are any breaks or system failures identified as a result of said monitoring. OCFA shall be responsible for all mitigation of contamination caused by any fuel leakage from said underground tanks occurring during the term of this lease and any extension thereof, and for any and all contamination which starts during the term of any extensions and continues after the end of the term or extensions thereof.

OCFA shall be responsible for all mitigation of contamination due from any OCFA caused fuel spills occurring during the term of this lease and any extension and for any and all contamination

which starts during the term of any extensions and continues after the end of the term or extensions thereof.

13. NON-DISCRIMINATION, CIVIL RIGHTS AND OTHER PREVAILING WAGE COMPLIANCE REQUIREMENTS

13.1 Non-Discrimination and Equal Opportunity.

13.1.1 OCFA covenants and agrees, for itself and each and every person claiming by, through, or under, the OCFA, that (a) it shall not discriminate against any employee or applicant for employment on any basis prohibited by law and that it will comply with all applicable provisions of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use and occupancy, of the Lease Premises.

13.1.2 Equal Opportunity. OCFA shall provide equal opportunity in all employment practices. OCFA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. OCFA shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeships. OCFA shall post in conspicuous places available to employees and applicants for employment, notices setting for the provisions of this non-discrimination.

13.1.3 Obligation to Refrain from Discrimination. OCFA covenants and agrees for itself, each and every person claiming by, through, or under the Lessee, that:

1. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sublease, assignment, use, occupancy, tenure or enjoyment of the Lease Premises or in construction of improvements on the Lease Premises; nor shall OCFA itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the use or occupancy of OCFA on the Lease Premises, contractors or vendees of the Lessee;

2. Deed Restrictions. All contracts shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

In contracts. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the Lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall OCFA itself, 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 OCFA, contractors or vendees in the Lease Premises.

13.2 Compliance with ADA. OCFA represents, warrants and covenants that OCFA shall conduct its business in accordance with any applicable requirements of the American with

Disabilities Act of 1990 (the "Act"), as may be amended, and with all other applicable federal, state and local statutes, rules, regulations and ordinances related to handicap accessibility.

13.3 Prevailing Wage Requirements.

OCFA hereby acknowledges and agrees that construction of additional improvements by OCFA under the Lease will be subject to applicable federal and state labor laws and requirements and that they shall be responsible for investigating the applicability of and, if and to the extent applicable, pay prevailing wages for construction of improvements meeting the requirements of state law, or Davis-Bacon Act wages required by federal law (for certain federally grant funded construction activities, as applicable), or if both are applicable, meeting the higher of the foregoing requirements. OCFA hereby agrees that it shall be fully responsible for determining whether the foregoing wage requirements are applicable. OCFA agrees to give TUSTIN prompt written notice of any violation, potential violation, or non-compliance by OCFA of these requirements as identified by the applicable agency overseeing such compliance. As a material part of the consideration for the Base Rent under this Lease, OCFA shall also indemnify, protect, defend and hold harmless TUSTIN and its appointed and elected officers, officials, employees, agents and contractors from and against any and all claims or acts or omissions of OCFA in connection with the failure of OCFA or its officers, officials, employees, agents or contractors to comply in construction of improvements or alterations of the Lease Premises with any applicable prevailing wage requirements imposed by state and/or the Davis-Bacon requirements imposed by federal law.

14. DEFAULTS AND REMEDIES

14.1 In the event of any breach of this Lease by OCFA, TUSTIN shall notify OCFA in writing of such breach, and OCFA shall have thirty (30) days in which to initiate action to cure said breach and OCFA shall proceed to complete the cure of such breach with due diligence.

In the event of any breach of this Lease by TUSTIN, OCFA shall notify TUSTIN in writing of such breach, and TUSTIN shall have thirty (30) days in which to initiate action to cure said breach and TUSTIN shall proceed to complete the cure of such breach with due diligence.

14.2 Damage or Destruction. In the event of partial or complete destruction of the Lease Premises due to OCFA's negligence, OCFA shall immediately make repairs as are necessary to restore the Lease Premises to the condition which existed prior to destruction or damage and/or make repairs as are necessary to make the Lease Premises safe and fit for occupancy. The destruction (including any destruction necessary in order to make repairs required by any declaration), damage or declaration shall in no way render this Lease null and void.

If OCFA refuses to make such repairs, or if such repairs are not completed by OCFA within a reasonable time and schedule to be agreed upon by the parties in the reasonable exercise of their discretion, TUSTIN may, at its option, terminate the Lease or make such repairs. Costs of such repairs shall be the responsibility of each party as provided in the Existing Tustin/OCFA Agreements.

In the event of partial or complete destruction of the Lease Premises due to all causes other than OCFA's negligence, TUSTIN shall immediately make repairs as are necessary to restore the Lease Premises to the condition which existed prior to destruction or damage and/or make repairs as are necessary to make the Lease Premises safe and fit for occupancy, provided that TUSTIN shall be entitled to receive any insurance proceeds from OCFA's and Tustin's policies and attributable to the damage of the Lease Premises, excluding the value of the land and excluding coverage for OCFA equipment and furnishings which OCFA shall be entitled to receive, and TUSTIN shall commence repair to such damage within a time period agreed to in writing. Both parties and this Lease shall continue in full force and effect. The destruction shall in no way render this Lease null and void.

If TUSTIN does not make such repairs within a reasonable time, or if such repairs are not completed by TUSTIN schedule to be agreed upon by the parties in their discretion, OCFA may, at its option, terminate this Lease.

15. OWNERSHIP OF IMPROVEMENTS

During the Term of this Lease, the improvements constructed upon the Leased Premises by OCFA shall be and remain the property of OCFA. Upon expiration or earlier termination of the Lease, the improvements shall become the property of TUSTIN without any right of OCFA to receive compensation therefor and without further act required of either TUSTIN or OCFA.

16. LEASEHOLD MORTGAGES

16.1 No Subordination. The fee estate and TUSTIN's interest under this Lease shall not be subordinate to any mortgage unless approved in writing by TUSTIN.

16.2 Subject to Lease. All mortgages and all renewals, modifications, consolidations, replacements and extensions thereof, shall be subject and subordinate to this Lease. Each mortgagee shall, as a condition precedent to approval of TUSTIN, execute instruments and/or documents as TUSTIN may request be signed.

16.3 Cross-Collateralization Prohibited. This Lease shall not be cross-collateralized to serve as additional security for any loan by any mortgage, which is also secured by real property other than the Leased Premises, the improvements thereon, any portion thereof, or any interest therein.

17. LIMITATION ON LIABILITY

In consideration of the benefits accruing hereunder, OCFA and all approved covenant and agree that, in the event of any actual or alleged failure, breach, or default hereunder by TUSTIN: (a) no official, officer, or employee of TUSTIN (each "TUSTIN Party") shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over TUSTIN); (b) no service of process shall be made against any TUSTIN Party (except as may be necessary to secure

jurisdiction over TUSTIN); and (c) these covenants and agreements are enforceable by TUSTIN and also by any TUSTIN Party.

18. NOTICES

All written notices to be given or other documents to be delivered by either party pursuant to this Lease, or any law applicable hereto, must be either personally delivered or placed in a sealed envelope, postage prepaid, addressed to the person on whom it is to be served and deposited in the United States Mail in the State of California, duly certified, at the following address, or such address as any party may designate by providing notice to the other parties as provided herein:

TO: TUSTIN

City Manager
City of Tustin
300 Centennial Way
Tustin, CA 92780

TO: OCFA

Fire Chief
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

and

Battalion Chief
Strategic Planning Division
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

19. GENERAL PROVISIONS

19.1 Inspection and Right of Entry. TUSTIN, or its authorized representative, shall have the right at all reasonable times to inspect the Fire Station Facility to determine if the provisions of this Lease are being complied with.

19.2 Successors In Interest. Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

19.3 Consent to Jurisdiction and Applicable Law. The Parties hereto agree that all actions and proceedings arising in connection with this Lease shall be tried and litigated exclusively in the Superior Court of the County of Orange, State of California, in any other appropriate court of that county, or in the United States District Court for the Central District of California. This choice of venue is intended by the Parties to be mandatory and not permissive in nature.

The Lease shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of California, irrespective of California's choice-of-law principles.

19.4 Legal Fees. Should either party hereto institute any action or proceeding in court to enforce any provision hereof, or for damages, by reason of any alleged breach of any provision of this Lease, the prevailing party shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorney's fees for services rendered to the prevailing party in such action or proceeding, subject to the TUSTIN's Limitations on Liability identified in Section 16.

19.5 Entire Agreement, Waivers and Amendments. This Lease and the Existing Tustin/OCFA Agreements shall be construed together and interpreted, whenever reasonable to do so, in a manner that avoids conflicts and inconsistencies, while giving effect to the intentions of the parties to the agreements. In the event of an inconsistency between this Lease and the JPA, the JPA shall prevail. Except as expressly set forth herein, this Lease does not modify the requirements of the Existing Tustin/OCFA Agreements. No amendment, change, modification or supplement to this Lease shall be valid and binding on any of the Parties unless it is signed by the appropriate and authorized signatories of the OCFA and TUSTIN.

19.6 Construction and Interpretation of Lease.

19.6.1 The language in all parts of the Lease shall, in all cases, be construed simply, as a whole, and in accordance with its fair meaning and not strictly for or against any Party.

19.6.2 If any term or provision of the Lease, the deletion of which would not adversely affect the receipt of the material benefit by any Party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each other term and provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

19.6.3 Any captions of the sections of subsections in this Lease are inserted solely for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of the Lease.

19.6.4 As used in this Lease, and as the context may require, the singular includes the plural and vice versa and the masculine gender includes the feminine and vice versa; the words "include" and "including" mean respectively "include, without limitation" and "including, without limitation," and "shall" be mandatory and "should" and "may" are permissive.

19.7 Covenant of Cooperation. The Parties shall cooperate with each other, and deal with each other in good faith and assist each other in the performance of the provisions of this Lease. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Lease, the Parties agree to cooperate in defending such action to the extent permitted by law.

19.8 No Partnership/Joint Venture. Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture, joint enterprise or any other relationship between the Parties hereto other than Lessor and Lessee according to the provisions contained in this Lease, or cause TUSTIN to be responsible in any way for the debts or obligations of OCFA.

19.9 No Waiver. The failure of TUSTIN to see redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver by TUSTIN of its rights to such redress for a prior, concurrent, or subsequent violation of the same or any other covenant or condition of this Lease. The receipt by TUSTIN of any Rent

or other Cost Reimbursements required of OCFA with knowledge of any preceding breach by TUSTIN of any covenant, term or condition of this Lease shall not be deemed to have been waived by TUSTIN.

19.10 Force Majeure Delays. If either Party shall be delayed or prevented from performance of any act required by this Lease by reason of acts of God, blockades, rebellion, war, insurrection, acts of terrorism, strikes or lockouts, freight embargo, inability to procure materials, unusually severe weather, reasonably unforeseeable physical condition of the Lease Premises including the presence of Hazardous Materials, fire, earthquake or other casualty, or other cause, without fault and beyond the reasonable control of the Party obligation (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided however, that if any Party ("First Party") believes that an extension of time is due to Force Majeure Delay, it shall notify the other Party (the "Second Party") in writing within at least thirty (30) days from the date upon which the First Party becomes aware of such Force Majeure Delay, describing the Force Majeure Delay, when and how the First Party obtained knowledge thereof, the date the event commenced, the steps the First Party anticipates taking to respond to such Force Majeure Delay, and the estimated delay resulting from such Force Majeure Delay and response. The extension of Force Majeure Delay shall be granted or denied in the Second Party's reasonable discretion. If the Second Party's decision with respect to such request is disputed by the First Party, the matter may be resolved in accordance with Section 22.1 of this Lease. If the First Party fails to notify the Second Party in writing of its request for Force Majeure pursuant to this Section, there shall be no extension for such Force Majeure Delays. Nothing in this Section shall excuse Lessee from prompt payment of rent or other Cost Reimbursements required by Lessee except as may be expressly provided elsewhere in this Lease.

19.11 Binding Effect. This Lease and its terms, provisions, promises, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, and any successors and assigns approved in writing by Lessor.

19.12 Counterparts. This Lease may be executed in two or more separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. The Lease shall not be effective until execution and delivery by the Parties of at least one full set of counterparts.

19.13 Memorandum of Lease. As may be requested by the TUSTIN, the Parties shall execute and record a Memorandum of Lease in a form and content approved by TUSTIN .

19.14 Holding Over. In the event OCFA shall continue in possession of the Lease Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month-to-month and shall be governed by the conditions and covenants contained in this Lease.

19.15 Earthquake Safety. TUSTIN warrants that, as of the date of this Lease, the Fire Station Facility is in compliance with all applicable seismic safety regulations and building codes.

19.16 Quiet Enjoyment. TUSTIN agrees that, subject to the terms, covenants and conditions of this Lease, OCFA may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Lease Premises.

19.17 Time. Time is of the essence of this Lease.

19.18 Consistency of Agreements. This Lease, the MOU, the Fire Station Construction Implementation Agreement and the JPA shall be construed together and interpreted, whenever reasonable to do so, in a manner that avoids conflicts and inconsistencies, while giving effect to the intentions of the parties to the agreements. In the event of an inconsistency between this Lease, and the JPA, the JPA shall prevail.

20. ATTACHMENTS AND EXHIBITS

This Lease includes the following Exhibits which are attached hereto and made a part hereof.

EXHIBIT A - Legal Description of the Real Property - Fire Station Facility

EXHIBIT B - Plot Plan - Fire Station Facility

EXHIBIT C - Inventory of Furnishings and Equipment to be Purchased by City as part of Construction Contract

EXHIBIT D- Furnishings and Equipment to be Purchased by OCFA and Costs Estimates for such items

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TUSTIN

CITY OF TUSTIN

Jeffrey C. Parker, City Manager

OCFA

ORANGE COUNTY FIRE AUTHORITY

Keith Richter, Fire Chief

EXHIBIT A

LEASE DESCRIPTION

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-5

(Portion of Reuse Plan Disposition Site 24)

1 In the City of Tustin, County of Orange, State of California, being that portion of Lot 70 in
2 Block 46 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of
3 Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through
4 39 inclusive, of Records of Survey, all of records of said County, described as follows:

5
6 For the purpose of this description the following Control Line is hereby established:

7 8 **Control Line "A"**

9 Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of
10 Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue
11 having a bearing of North 40°38'29" East between Valencia Avenue and Edinger Avenue;
12 thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly
13 having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a
14 central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a
15 curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along
16 said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East
17 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04
18 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle
19 of 30°01'33"; thence
20 South 79°21'27" East 1357.63 feet to the beginning of a curve concave southwesterly
21 having a radius of 1400.04 feet; thence easterly and southeasterly along said curve 733.34
22 feet through a central angle of 30°00'42"; thence South 49°20'45" East 766.61 feet to a

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-5

(Portion of Reuse Plan Disposition Site 24)

1 point hereinafter referred to as Point "B", said point being the intersection of Control Line
2 "E" and said Control Line "A".
3
4

5 Control line "E"

6 Beginning at the hereinabove described Point "B"; thence North 40°39'15" East
7 278.34 feet to the beginning of a curve concave northwesterly having a radius of
8 1400.04 feet; thence northeasterly 285.50 feet along said curve through a central angle of
9 11°41'02"; thence North 28°58'13" East 453.89 feet to the beginning of a curve concave
10 southeasterly having a radius of 1400.04 feet; thence northeasterly 285.50 feet along said
11 curve through a central angle of 11°41'02"; thence North 40°39'15" East 216.25 feet to a
12 point on the centerline of Edinger Avenue, said point lies South 49°20'45" East
13 2933.94 feet from the northwesterly terminus of that certain course shown as
14 "North 49°20'45" West 5409.24 feet" in said centerline of Edinger Avenue as shown on
15 said record of survey.
16

17 Parcel I-H-5

18 Beginning at the intersection of the centerline of Edinger Avenue with Control Line "E",
19 the centerline of Edinger Avenue Bears North 49°20'45" West as shown on said Record of
20 Survey; thence South 40°39'15" West 88.00 feet along said Control Line "E" to a line that
21 is parallel with and 88.00 feet southwesterly of said centerline of Edinger Avenue; thence
22 North 49°20'45" West 71.98 feet to the **TRUE POINT OF BEGINNING**; thence
23 continuing North 49°20'45" West 201.15 feet; thence leaving said parallel line South
24 40°29'47" West 240.60 feet; thence South 49°20'44" East 230.85 feet to the beginning of a

PSOMAS

Legal Description

Exhibit "A"

Parcel I-H-5

(Portion of Reuse Plan Disposition Site 24)

1 non-tangent curve concave southeasterly having a radius of 1446.04 feet, being concentric
2 with and 46.00 northwesterly of said Control Line "E", a radial line to said beginning of
3 curve bears North 53°48'08" West; thence northeasterly 112.47 feet along said concentric
4 curve through a central angle of 04°27'23" to a line that is parallel with and 46.00 feet
5 northwesterly of said Control Line "E"; thence North 40°39'15" East 102.25 feet along said
6 parallel line; thence North 04°20'41" West 36.76 feet to the **TRUE POINT OF**
7 **BEGINNING.**

8
9 Containing 54,397 square feet or 1.25 acres, more or less.

10
11 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

12
13 Prepared under my supervision

14
15 Walter A. Sheek
16 Walter A. Sheek P.L.S. 4838

15 May 3, 2002
16 Date

17 Expires: 9/30/2004

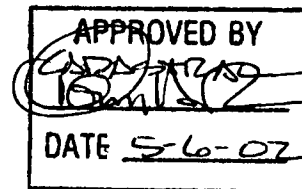


EXHIBIT B

PLOT PLAN

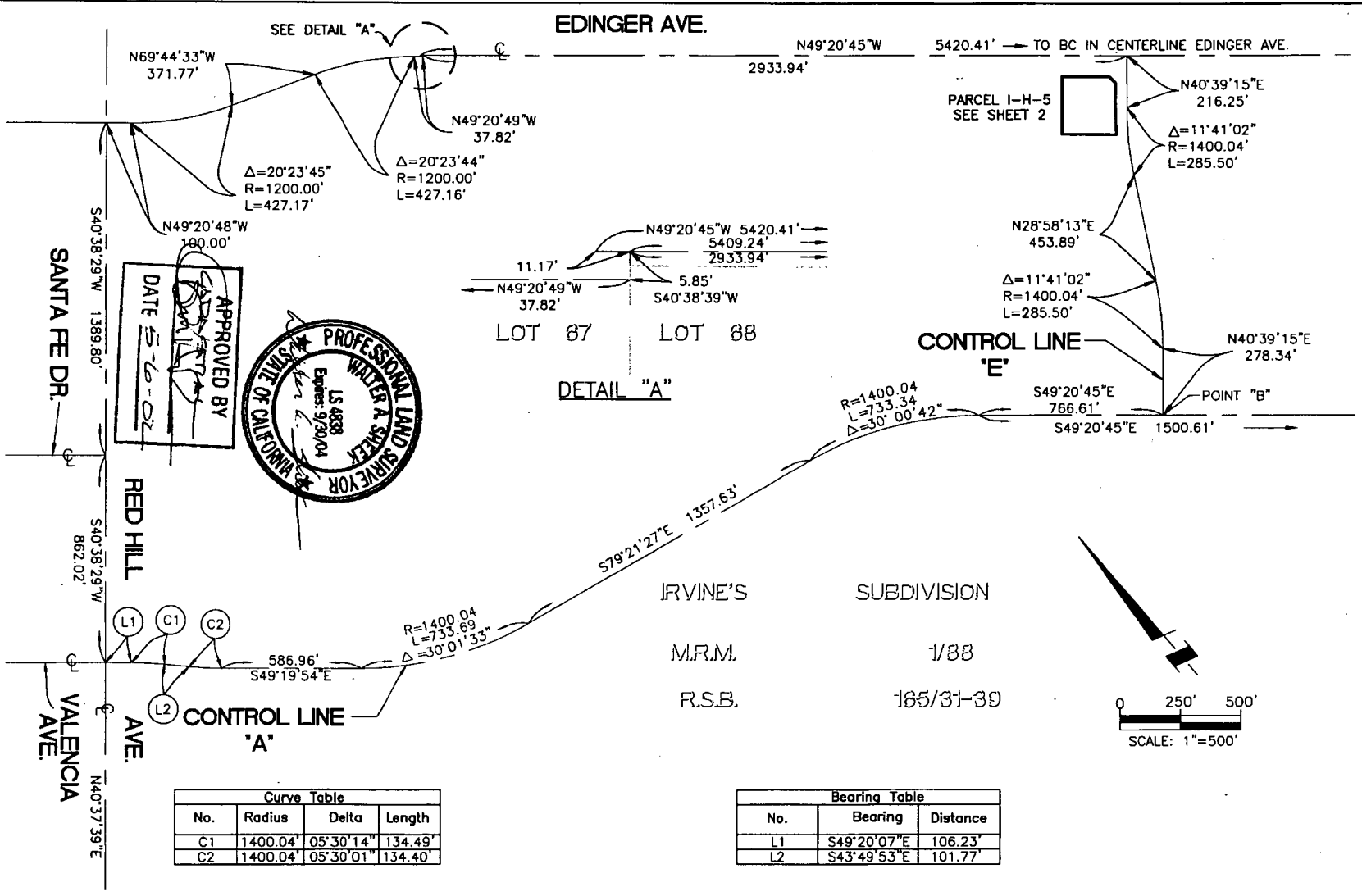
MCAS-TUSTIN

DESCRIPTION: PARCEL I-H-5 (PORTION OF REUSE PLAN DISPOSITION SITE 24)

SHEET 1 OF 2

PSOMAS
 207 Red Hill Avenue
 Costa Mesa, CA 92626
 (714) 771-7771 fax(714) 946-0883

SCALE: 1" = 300'
 DRAFTED: CHL
 CHECKED: DLW
 DATE: APRIL 2002
 JOB NUMBER: 2715010500 12



APPROVED BY
 DATE 5-16-02

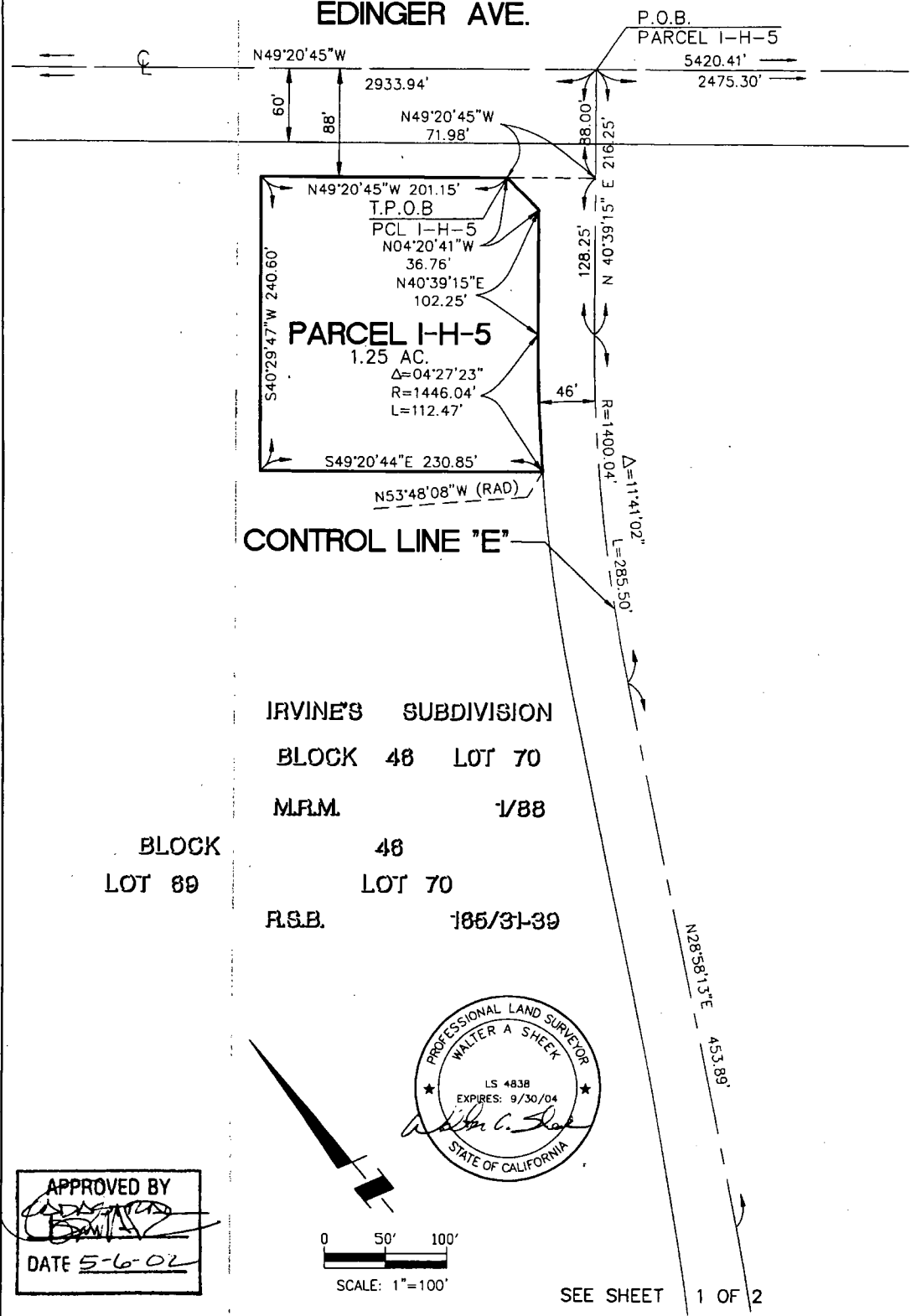
Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'

Bearing Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'

EXHIBIT B

EXHIBIT B

EDINGER AVE.



N49°20'45"W 201.15'
 T.P.O.B
 PCL I-H-5
 N04°20'41"W
 36.76'
 N40°39'15"E
 102.25'
PARCEL I-H-5
 1.25 AC.
 $\Delta=04'27'23"$
 $R=1446.04'$
 $L=112.47'$
 S40°29'47"W 240.60'
 S49°20'44"E 230.85'
 N53°48'08"W (RAD)

CONTROL LINE "E"

IRVINE'S SUBDIVISION
 BLOCK 48 LOT 70
 M.F.M. 1/88
 BLOCK 48
 LOT 89 LOT 70
 R.S.B. 186/31-39



APPROVED BY
[Signature]
 DATE 5-6-02

0 50' 100'
 SCALE: 1"=100'

SEE SHEET 1 OF 2

DESCRIPTION: PARCEL I-H-5 (PORTION OF REUSE PLAN DISPOSITION SITE 24)	SHEET 2 OF 2	SCALE 1"=100'
MCAS-TUSTIN	PSOMAS 3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8883	DRAFTED CHL
		CHECKED DLW
		DATE APRIL 2002
		JOB NUMBER 2TUS010500 T2

Plotfile: 05/02/02 14:32:10 W:\1105010400\survey\msh\p1-101-1-1-2-15172.dwg Clamann

EXHIBIT C

INVENTORY OF FURNISHINGS AND EQUIPMENT
PURCHASED BY THE CITY OF TUSTIN AS PART OF THE CONSTRUCTION
CONTRACT

and

EXHIBIT D

FURNITURE AND EQUIPMENT TO BE PURCHASED BY OCFA AND COST
ESTIMATES FOR SUCH ITEMS

EXHIBITS C and D

Description	Model	Qty	Budget	Supplier	OCFA Provide or Relocate from old station	Provide and install by OCFA, reimburse by Tustin		Provide and install by Tustin		Provide and install by building GC
						Included (x)	Budget (\$)	Included (x)	Budget (\$)	
SMALL TOOLS, KITCHEN, AND MISC ITEMS										
EXTERIOR										
FLAG, California		1		OCFA Serv. Ctr.	x					
FLAG, United States		1		OCFA Serv. Ctr.	x					
HOE, Garden		1	16.00			x	16.00			
HOSE NOZZLE, Garden		2	32.00			x	32.00			
HOSE, Garden		3	58.00			x	58.00			
LADDER, Step, 6', Fiberglass		1			x					
LOPER, Limb		1	54.00			x	54.00			
RAKE, Garden		1	18.00			x	18.00			
RAKE, Lawn		1	11.00			x	11.00			
APPARATUS BAY										
CLOCK		1	32.00			x	32.00			
BULLETIN/TACK BOARD, Tak-It-Fabric	48" x 72"	2	400.00	McMahan Desk, Inc.						x
WALL RACK CLAMPS		2	144.00	Art Supply Warehouse		x	144.00			
WALL RACK For Maps		1	139.00	Art Supply Warehouse		x	139.00			
WHITE BOARD w/Frame (urathane)	48" x 72"	1	350.00	McMahan Desk, Inc.						x
CAPTAIN'S OFFICE - 2										
BULLETIN/TACK BOARD, Tak-It-Fabric	36" x 60"	2	300.00	McMahan Desk, Inc.						x
CALCULATOR		2			x					
CLOCK		2	64.00			x	64.00			
TACK BOARD	36" x 60"	2	100.00	McMahan Desk, Inc.						x
FAX MACHINE		1			X					
TOOL ALCOVE - SMALL TOOLS										
Air Hose Blow Gun		1			X					
BOTTLE, Battery Fill		1			X					
BRUSH, Wire		2			X					
CAN, Oily Waste Rags, 6 Gallon		1			X					
CAN, Safety, 3 Gallon		1			X					
DISPENSER, Paper Towel-Emotion		8			X					
DRILL BIT SET		1			X					
DRILL, 3/8" Variable Speed (Milwaukee)		1			X					
EXTENSION CORD, 50'		2			X					
FILE, 2nd Cut, 12"		2			X					
FILE, Bastard, 12"		1			X					
FUNNEL, 2 Qt.		1			X					
GRINDER WHEEL, Stone		1			X					
GRINDER WHEEL, Wire		1			X					
GRINDER, Bench		1	70.00			x	70.00			
GUN, Grease		1			X					
HAMMER, Claw, 16 Oz.		1			X					
HANDLE For 12" Files		3			X					
HYDROMETER, Battery		1			X					
INFLATER, Tire with Gauge		1			X					
OIL SPOUT		2			X					
PRUNER, Hand		1			X					
SAW, Hack		2			X					
Socket Set 11 pc		1	46.00			x	46.00			
SD Set 26 pc		1	30.00			x	30.00			
Metric Set 11 pc		1	50.00			x	50.00			
Wrench Set 32 pc		1	40.00			x	40.00			
Tap and Die Set		1	25.00			x	25.00			

EXHIBITS C and D

Description	Model	Qty	Budget	Supplier	OCFA Provide or Relocate from old station	Provide and install by OCFA, reimburse by Tustin		Provide and install by Tustin	Provide and install by building GC
Breaker Bar		1	20.00			x	20.00		
Cordless Power Tool Set 24v		1	400.00			x	400.00		
SCREWDRIVER, 4", Phillips		1			X				
SHOVEL, Square Point		1			X				
TRASH CONTAINER		4	180.00			x	180.00		
WISE, Bench, 5"		1	60.00			x	60.00		
WRENCH, Pipe, 18"		1			X				
UTILITY ROOMS									
BROOM, Garage with Handle, Rough		2		OCFA Serv. Ctr.	X				
BROOM, Garage with Handle, Smooth		2		OCFA Serv. Ctr.	X				
BRUSH, Foxtail		3		OCFA Serv. Ctr.	X				
BRUSH, Hand Scrub		4		OCFA Serv. Ctr.	X				
BRUSH, Toilet		4		OCFA Serv. Ctr.	X				
BUCKET, Mop with Casters		2		OCFA Serv. Ctr.	X				
HANDLE, Wet Mop		2		OCFA Serv. Ctr.	X				
HANDLE, Window Squeegee		2		OCFA Serv. Ctr.	X				
HEAD, Wet Mop		2		OCFA Serv. Ctr.	X				
MOP RACK HARDWARE, Utility Holders (3 Clip)		1		OCFA Serv. Ctr.	X				
SQUEEGEE, Floor, 36"		1		OCFA Serv. Ctr.	X				
SQUEEGEE, Window		2		OCFA Serv. Ctr.	X				
WRINGER, Mop Press		2		OCFA Serv. Ctr.	X				
KITCHEN									
BAIN MARIE, 2 Qt.		1	11.00			x	11.00		
BLENDER		1	412.00	VitaMix COSTCO		x	412.00		
BOARD, Cutting, White, Poly, 18"x24"		1	17.00			x	17.00		
BOWL, Mixing, S/S, 1 1/2" Qt.		2	3.80			x	3.80		
BOWL, Mixing, S/S, 3 Qt.		2	4.50			x	4.50		
BOWL, Mixing, S/S 5 Qt.		1	5.75			x	5.75		
BOWL, Mixing, S/S, 8 Qt.		1	8.50			x	8.50		
BRUSH, Basting, 2"		1	5.75			x	5.75		
COFFEE MAKER, 2 Burner	Bunn 2 Burner	1	270.00	Duke Coffee		x	270.00		
COLANDER, 8 Qt.		1	12.00			x	12.00		
COVER, S/S, 14"		1	30.00			x	30.00		
COVER, S/S, 8"		3	55.00			x	55.00		
COVER, S/S, 9 1/2"		2	40.00			x	40.00		
DISH, Nappie, 5 1/2"		2	60.00			x	60.00		
DISH, Rim Soup, 9"		1	40.00			x	40.00		
DISPENSER, Napkin 3 1/2" x 7"		2	12.00			x	12.00		
DISPENSER, Sugar		2	4.80			x	4.80		
FLATWARE: Bin Organizer, 6 Selection		1	14.00			x	14.00		
FLATWARE: Bullion Spoon/Calder Heavy		1	5.00			x	5.00		
FLATWARE: Dinner Fork, Dominion, Medium		12	22.00			x	22.00		
FLATWARE: Dinner Fork, Dominion, Heavy		12	24.00			x	24.00		
FLATWARE: Steak Knife, Bloomfield, 8 1/2"		12	24.00			x	24.00		
FLATWARE: Teaspoon, Dominion, Medium		12	20.00			x	20.00		
FORK, Carving, 4 1/2"		1	7.00			x	7.00		
GLASSES, Large, 32 Oz., Plastic		12	32.00			x	32.00		
GLASSES, Regular, 20 Oz., Plastic		12	28.00			x	28.00		
GRATER, S/S, 10"		1	12.00			x	12.00		
KNIFE SHARPENER		1	16.00			x	16.00		
KNIFE, Bone, Narrow, S/S		1	16.00			x	16.00		
KNIFE, Cooks, S/S, 12"		1	36.00			x	36.00		
KNIFE, Pie, 5"		1	4.00			x	4.00		
KNIFE, Slicer, Duo-Edge Roast, 12"		1	32.00			x	32.00		
LADLE, 6 oz.		1	5.00			x	5.00		
LADLE, 8 oz.		1	5.75			x	5.75		

EXHIBITS C and D

Description	Model	Qty	Budget	Supplier	OCFA Provide or Relocate from old station	Provide and install by OCFA, reimburse by Tustin	Provide and install by Tustin	Provide and install by building GC
MASHER, Potato, 4"		1	16.00			x	16.00	
MEASURING CUP SET, S/S		1	6.80			x	6.80	
MEASURING CUP, 1 Cup Size		1	4.80			x	4.80	
MEASURING CUP, 1 Qt. Size		1	8.00			x	8.00	
MEASURING SPOON Set, S/S		2	2.80			x	2.80	
MUGS, Café, 8 oz.		12	45.00			x	45.00	
OPENER, Can, Manual		1	6.00			x	6.00	
OPENER, Can, Automatic 4 1/8"		1	18.00			x	18.00	
PAN, Bake/Roast, 13 x 20		1	65.00			x	65.00	
PAN, Bake/Roast, 9 x 13		1	33.00			x	33.00	
PAN, Cake, Square, 8 x 8 x 2		1	16.00			x	16.00	
PAN, Fry, Aluminum, 14"		1	35.00			x	35.00	
PAN, Fry, S/S, 11"		1	64.00			x	64.00	
PAN, Fry, Silverstone, Cool Handle, 8"		1	30.00			x	30.00	
PAN, Meatloaf, 11 1/4 x 4 1/2 x 4		1	14.00			x	14.00	
PAN, Meatloaf, 9 1/4 x 5 1/4 x 2 3/4		1	18.00			x	18.00	
PAN, Sauce, S/S, 1/2 Qt.		1	45.00			x	45.00	
PAN, Sauce, S/S, 4.25 Qt., 8"		1	59.00			x	59.00	
PAN, Sheet, 16 Gauge, 18" x 26" x 1", Bright		1	9.00			x	9.00	
PEELER, Potato		1	3.00			x	3.00	
PITCHER, Cold, 2 1/4 Qt.		3	8.00			x	8.00	
PLATE, Dinner, 10"		12	65.00			x	65.00	
PLATE, Salad, 6 1/2"		12	30.00			x	30.00	
POT, Sauce, 4.25 At., 9 1/2"		1	66.00			x	66.00	
POT, Stock, S/S, 10Qt., 11"		1	30.00			x	30.00	
POT, Stock, S/S, 6.5 Qt., 11"		1	26.00			x	26.00	
ROLLING PIN, 13"		1	18.00			x	18.00	
SCRAPER, 9 1/2"		1	6.00			x	6.00	
SHAKER, with Handle		2	7.00			x	7.00	
SHAKER, Salt & Pepper		2	3.00			x	3.00	
SKIMMER, 4 1/2"		1	5.00			x	5.00	
SLICER, Utility, 6"		1	4.50			x	4.50	
SPADE, Ice Cream		1	5.40			x	5.40	
SPATULA, 2 1/2"		1	4.40			x	4.40	
SPATULA, 6"		1	5.80			x	5.80	
SPOON, Solid 11"		1	6.80			x	6.80	
SPOON, Solid 13"		1	11.00			x	11.00	
STEAMER, 11-20 Qt. Set		1	45.00			x	45.00	
THERMOMETER, Oven		1	5.40			x	5.40	
TONGS, Heavy Duty, Utility, 11"		1	10.00			x	10.00	
TRASH CAN, With Lid, 32 Gallon		2	34.00			x	34.00	
WHIP, French, 12"		1	14.00			x	14.00	
WHIP, Piano, S/S		1	14.00			x	14.00	
TOASTER, 4 slice, Chrome/White		1	42.00			x	42.00	
LOBBY								
FRAMES, Board & City Pictures		2	20.00	Office Depot		x	20.00	
HOLDERS, Brochure		3	12.00	Office Depot		x	12.00	
WATCH/ALCOVE								
CLOCK		1	32.00			x	32.00	
KEY CONTROL BOX		1	96.00					x
STAPLER		1			x			
ENGINEER'S OFFICE								
CALCULATOR		1	59.00		x			
CLOCK		1	32.00			x	32.00	
LAMP, Desk		2	50.00			x	50.00	

EXHIBITS C and D

Description	Model	Qty	Budget	Supplier	OCFA Provide or Relocate from old station	Provide and install by OCFA, reimburse by Tustin	Provide and install by Tustin	Provide and install by building GC
STAPLER		2			x			
WASTEBASKET		3	32.00			x	32.00	
EXERCISE ROOM								
BULLETIN/TACK BOARD, Tak-It-Fabric	36"X72"	1	500.00	McMahan Desk, Inc.				x
CLOCK		1	32.00			x	32.00	
VCR, VHS Format/ DVD Player		1			x			
DAY ROOM								
CLOCK		1	32.00			x	32.00	
Flat Screen TV (Credit)		1	500.00	COSTCO		x	500.00	
Vacuum Upright		1	370.00	Dyson - Bagless		x	370.00	
VCR, VHS/CD Format		1			x			
DINING ROOM								
CLOCK		1	32.00			x	32.00	
WHITE BOARD (Urethane)	36"X72"	1	360.00	McMahan Desk, Inc.				x
CREWS QUARTERS								
BED COVER (Spread)		8	160.00	Phillip Ginsberg & Company		x	160.00	
BED FRAME		8	400.00	Nu-Way Mattress Factory		x	400.00	
BED, Mattress & Box Springs EXLG/Twin		8	2,000.00	MBC Mattress Co. Carona		x	2,000.00	
MATTRESS COVER		8		OCFA Service Center	x			
TASK LIGHT, 24"W		12	300.00	McMahan Desk, Inc.		x	300.00	
TOTAL			9,917.55					
APPLIANCES								
Refrigerator, 25 cuft	LG	3		Stainless Steel				X
Washer	Whirlpool	1		Front Load				X
Dryer, Gas	Whirlpool	1		Front Load				X
Countertop Microwave Oven-1.8 cuft	GE Profile	1						X
Icemaker	Ice o Matic	1						X
Range and hood	Viking 4 burner with grill and vent hood	1		Stainless Steel				X
Portable Bar B Que	Weber Genesis Silver	1						X
Dishwasher	KitchenAid	1		Stainless Steel				X
Garbage Disposal	InSinkErator 777	1						X
Air Compressor / HWH Room								
175 PSI Air Compressor	Ingersol Rand	1		Upright Floor Mount				x
Apparatus Bay Equipment								
HEAVY DUTY HOSE/SCBA SYSTEM	Geargrid Mobil Hose/SCBA Bottle Storage Rack 73 1/4" w x 26"d x 82" h	1		Minnesota Wire Company				x
Diesel Generator Set								
Emergency Generator	Onan-Cummins Power Generation DGFC 180kW, 225Kva Prime w/ 650 gallon tank	1		Cummings-Onan				X
Fitness Room Equipment								
Treadmill		1		Matrix		x		
Keiser M3 Cycle		1		Keiser		x		
Eliptical Trainer		1		Matrix		x		
Concept 2 Rower		1		Concept 2		x		
Multi Purpose Half Rack		1		Tuff Stuff		x		
Functional Trainer		1		Freemotion		x		

EXHIBITS C and D

Description	Model	Qty	Budget	Supplier	OCFA Provide or Relocate from old station	Provide and install by OCFA, reimburse by Tustin	Provide and install by Tustin	Provide and install by building GC
Hex Head Dumbbells		1		USA Fitness		x		
Dumbell Rack		1		USA Fitness		x		
Adjustable Bench		1		USA Fitness		x		
300 # Pound Weight set		1		USA Fitness		x		
Med Balls and Rack		1		USA Fitness		x		
D-ball 20 pound Med Ball		1		USA Fitness		x		
Dyna Max 20 pound medicine		1		USA Fitness		x		
Bosu Balance Trainer		1		USA Fitness		x		
Jump Rope		1		USA Fitness		x		
Exercise Mats		1		USA Fitness		x		
Stability ball		1		USA Fitness		x		
Exercise Bands		1		USA Fitness		x		
Weight Poster		1		USA Fitness		x		
Target Heart Rate Poster		1		USA Fitness		x		
Anatomy Wall Posters		1		USA Fitness		x		
TRX Suspension Trainer		1		Fitness Anywhere		x		
Kettle Bells 12, 16, 24kg		1		Apollo Fitness		x		
VersaClimber		1				x		
Total WE FIT Exercise Equipment	Various	1	23,000.00			x		
tv 27" (Exercise)			500.00			x		
Exercise Total			23,500.00			x	23,500.00	
COMPUTERS					x			
GATEWAY E-6100		2		OCFA Serv. Ctr.	x			
UPS SYSTEM		1			x			
SOFTWARE					x			
REFLECTIONS		1		OCFA Info. Systems	x			
DIRECT ACCESS		1		OCFA Info. Systems	x			
CE SOFTWARE, Anti-Virus		1		OCFA Info. Systems	x			
MS Office		5		OCFA Info. Systems	x			
TERMINALS								
GATEWAY PROFILE 4		2		OCFA Info. Systems	x			
PRINTERS								
DIGITAL LA36N + NIC CARD		1		OCFA Info. Systems	x			
HP LASERJET 1300		2		OCFA Info. Systems	x			
CAD EQUIPMENT								
NORTEL 2430 PASSPORT ROUTER		1		OCFA-OPERATIONS	x			
NORTEL TCP/IP ACCESS SUITE		1		OCFA-OPERATIONS	x			
NORTEL T1/FT1 DSU/CSU ADAPTER		1		OCFA-OPERATIONS	x			
APC UNINTERRUPTED POWER SUPPLY		2		OCFA-OPERATIONS	x			
TROY XCD		1		OCFA-OPERATIONS	x			
RADIO COMMUNICATIONS EQUIPMENT								
800 MHz SMARTNET Station Radio		1		OCFA Info. Systems	x			
900 MHz Station Paging Receiver		1		OCFA Info. Systems	x			
POCKET PAGERS	Motorola	4		OCFA Info. Systems	x			
UNINTERRUPTED POWER SUPPLY		1		OCFA Info. Systems	x			
XTS PORTABLE RADIO/CHARGER	Motorola XTS 3000	2		OCFA Info. Systems	x			
YAGI ANTENNAE	800 MHZ	2		OCFA Info. Systems	x			

EXHIBITS C and D

Description	Model	Qty	Budget	Supplier	OCFA Provide or Relocate from old station	Provide and install by OCFA, reimburse by Tustin		Provide and install by Tustin		Provide and install by building GC
YARD EQUIPMENT										
STRING TRIMMER	STIHL	1	160.00	Gas		x	160.00			
LEAF BLOWER (gas)	STIHL	1	60.00			x	60.00			
HEDGE TRIMMER	STIHL	1	60.00			x	60.00			
LAWN MOWER 6 hp	TORO	1	650.00	6 hp		x	650.00			
PRUNER, HAND		1	18.00			x	18.00			
OTHER										
OCC Start-Up Costs		1				x	0			
GENERATOR Start-Up		1								x
TOTAL			948.00							
FURNITURE										
EXTERIOR										
TABLE, Patio, 72"	Wood Top, McMaster-Carr #9814T-12	1				x	2000			
LOBBY										
CASUAL CHAIR	PCA - Match System	1		Allsteel/CMAS				x		
SPANNING GROUP CHAIRS match system	PSG - Match System	1		Allsteel/CMAS				x		
CAPTAIN'S OFFICE										
	T624CB Cantilever Bracket 24D & 30D	4		Allsteel/CMAS				x		
	ESS OH STG CAB 36w/flat pntd dr/non-assist/no pull	4		Allsteel/CMAS				x		
	860836 ESS Half Height Open Bookshelves 36W x 13-1/4D x 8H	2		Allsteel/CMAS				x		
	EL836NI Essentials Lateral 2 High 28H 36W I Pull	2		Allsteel/CMAS				x		
	PF197-233I Essentials Support Ped BBF 28H 22-7/8D I Pull	2		Allsteel/CMAS				x		
	CEP2429F Freestanding End-Panel Support 24D x 29 1/2 H	2		Allsteel/CMAS				x		
	CSL2429F Freestanding Support Legs 24D x 29 1/2 H	2		Allsteel/CMAS				x		
	Pair of End Panel Gussets	2		Allsteel/CMAS				x		
	801550 Permanent-Wall Hanger Kit (One pair, 65H each)	6		Allsteel/CMAS				x		
	830299 Support Column for Peninsula wksf 29-1/2H 3' Dia.	2		Allsteel/CMAS				x		

EXHIBITS C and D

Description	Model	Qty	Budget	Supplier	OCFA Provide or Relocate from old station	Provide and install by OCFA, reimburse by Tustin		Provide and install by Tustin		Provide and install by building GC
	833624A T-Mold Edge Corner Worksurface 36W x 24D	2		Allsteel/CMAS				x		
	833672A T-Mold Edge Peninsula Worksurface 36W x 72L	2		Allsteel/CMAS				x		
	832436A T-Mold Edge Worksurface 24D 36W	2		Allsteel/CMAS				x		
	832472A T-Mold Edge Worksurface 24D 72W	2		Allsteel/CMAS				x		
	861836 Tackboard 36W 18H	6		Allsteel/CMAS				x		
	870924 Tasklight for 24W	4		Allsteel/CMAS				x		
	T-KLOP Tolleson Side Chair Keystone Arms	4		Allsteel/CMAS				x		
	TR-HOK Trooper Task Chair High-Back w/Fixed Arms	2		Allsteel/CMAS				x		
ENGINEER'S OFFICE				Allsteel/CMAS						
	T624CB Cantilever Bracket 24D & 30D	3		Allsteel/CMAS				x		
	CE30FNN ESS OH STG CAB 30W/Flat PNTD DR/Non-Assit	1		Allsteel/CMAS				x		
	CE36FNN ESS OH STG CAB 36W/Flat PNTD DR/Non-Assit	1		Allsteel/CMAS				x		
	CE42Fnn ESS OH STG CAB 42W/Flat PNTD DR/Non-Assit	1		Allsteel/CMAS				x		
	Essentials Support PED 28H 22-7/8D I Pull	3		Allsteel/CMAS				x		
	PF197-233I Essentials Support Ped BFF 28H 22-7/8D I Pull	3		Allsteel/CMAS				x		
	PF198-232I Essentials Support Ped FF 28H 22-7/8D I Pull	3		Allsteel/CMAS				x		
	CEP2429F Freestanding End-Panel Support 24D x 29 1/2H	2		Allsteel/CMAS				x		
	CSL24D x 29 1/2H Freestanding Support Legs 24D x 29 1/2H	4		Allsteel/CMAS				x		
	CDG Pair of End Panel Gussets	3		Allsteel/CMAS				x		

EXHIBITS C and D

Description	Model	Qty	Budget	Supplier	OCFA Provide or Relocate from old station	Provide and install by OCFA, reimburse by Tustin		Provide and install by Tustin		Provide and install by building GC
	801550-Permanent-wall Hanger Kit (One pair, 65H each)	6		Allsteel/CMAS				x		
	860130 Storage Cabinet with Door 30W 14-1/4D 16H	1		Allsteel/CMAS				x		
	860136 Storage Cabinet with Door 36W 14-1/4D 16H	4		Allsteel/CMAS				x		
	860142 Storage Cabinet with Door 42W 14-1/4D 16H	1		Allsteel/CMAS				x		
	833624A T-Mold Edge Corner worksurface 36Wx24D	3		Allsteel/CMAS				x		
	832442A T-Mold Edge worksurface 24D 42W	1		Allsteel/CMAS				x		
	832454A T-Mold Edge worksurface 24D 54W	1		Allsteel/CMAS				x		
	832460A T-Mold Edge worksurface 24D 60W	1		Allsteel/CMAS				x		
	832466A T-Mold Edge worksurface 24D 66W	2		Allsteel/CMAS				x		
	861830 Tackboard 30w 18H	1		Allsteel/CMAS				x		
	861836 Tackboard 36W 18H	4		Allsteel/CMAS				x		
	861842 Tackboard 42W 18H	1		Allsteel/CMAS				x		
	870924 Tasklight for 24w	3		Allsteel/CMAS				x		
	TR-MOK Trooper Task Chair Mid-back w/ fixed arms	3		Allsteel/CMAS				x		
KITCHEN										
DAY ROOM										
LOUNGE CHAIRS	Lazyboy Chaise Reclina-R Model 010550 Main Cover. Impermiable	4	2,400.00			x	9600			
DINING ROOM										
Dining Table Chairs	T-KLOP TOLLE SIDE/KEYSTONE ARMS W/ CASTERS	12		Allsteel		x	incl			
Dining Table	Seating for 12	1				x	2000			
DORM										

EXHIBITS C and D

Description	Model	Qty	Budget	Supplier	OCFA Provide or Relocate from old station	Provide and install by OCFA, reimburse by Tustin		Provide and install by Tustin	Provide and install by building GC
						x	incl		
DORM CHAIRS	TOLLE SIDE/KEYSTONE/AR MLESS	9		Allsteel		x	incl		
WATCH ALCOVE ALCOVE CHAIRS	TOLLE SIDE/KEYSTONE/AR MLESS	1		Allsteel		x	incl		
System Furniture Total			16,000.00						
Total of all Allsteel product with installation								21200	
Sales tax on Allsteel								1696	
FF&E Budget Total							\$ 45,800.55	\$ 22,896	