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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Fresno County
2220 Tulare Street, Suite 600
Fresno, CA 93721
Attention: Capital Projects Division Manager

09/07/2017.20170113476

[Space above for Recorder's use]

GROUND LEASE

by and between the

FRESNO COUNTY
as Landlord,

and

BOARD OF STATE AND COMMUNITY CORRECTIONS
OF THE STATE OF CALIFORNIA,
as Tenant

Dated as of August 25, 2017

(FOR AN ADULT LOCAL CRIMINAL JUSTICE FACILITY
LOCATED IN THE COUNTY OF FRESNO)

NO DOCUMENTARY TRANSFER TAX DUE. This Ground Lease is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code

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GROUND LEASE

THIS GROUND LEASE, dated as of August 25, 2017 for reference only (this "Ground Lease"), is entered into by and between COUNTY OF FRESNO (the "Participating County"), a Political Subdivision of the State of California (the "State"), as Landlord, and the BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA (the "BSCC"), an entity of state government of the State, as Tenant. The Participating County and the BSCC are sometimes referred to collectively as the "Parties", and individually as a "Party".

RECITALS

WHEREAS, pursuant to Chapter 3.13 of Part 10b of Division 3 of Title 2 of the California Government Code (commencing at Section 15820.92), the State Public Works Board (the "Board") is authorized to finance the acquisition, design and construction of an adult local criminal justice facility approved by the BSCC pursuant to Section 15820.925 and following, as amended, (the "SB 1022 Adult Local Criminal Justice Facilities Financing Program"), the Participating County, the BSCC and the Board entered into the Project Delivery and Construction Agreement (the "PDCA") dated as of May 31, 2016, for reference only; and

WHEREAS, further to the PDCA, the Participating County has proposed to build an adult local criminal justice facility as more particularly described in Exhibit A attached hereto (the "Project"), to be located on real property owned in fee simple by the Participating County and legally described and depicted in Exhibit B attached hereto (the "Site"); and

WHEREAS, further to the PDCA, the BSCC desires to ground lease the Site from the Participating County to assist the Participating County in obtaining eligibility for the Board lease revenue bond financing to finance a portion of the construction of the Project (the "Bonds"); and

WHEREAS, the BSCC and the Board desire that the term of this Ground Lease not terminate or expire until the Bonds have been paid in full or retired under the provisions of the Bond Documents; and

WHEREAS, the Participating County is desirous of maintaining its eligibility to receive financing for the Project, and to achieve this end, the Participating County is willing to lease the Site to the BSCC; and

WHEREAS, concurrently with the execution of this Ground Lease, the BSCC as the Licensor and the Participating County as the Licensee, have entered into a Right of Entry for Construction and Operation (the "Right of Entry") in substantially the form attached as Exhibit C to the PDCA, authorizing the Participating County to enter the Site for the purpose of constructing the Project and for operation of the Project upon substantial completion of construction; and

WHEREAS, if the Participating County maintains its eligibility in the SB 1022 Adult Local Criminal Justice Facilities Financing Program, and the Board in its sole discretion, is able to issue the Bonds to finance the Project in its typical and customary manner, the BSCC will concurrently sublease the Site to the Board, (the "Site Lease"), and enter into a Facility Lease (the "Facility Lease") providing for the Board to sublease to the BSCC the Site and the Project (together the "Facility"). The Site Lease and the Facility Lease will provide security for the Bonds to be issued

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by the Board under an indenture (the "Indenture") between the Board and the Treasurer of the State, as trustee (the "State Treasurer"); and

WHEREAS, if the Board is able to issue the Bonds for the Project in its typical and customary manner, concurrently with executing the Site Lease and the Facility Lease, the BSCC and the Participating County intend to enter into a Facility Sublease (the "Facility Sublease") whereby the BSCC will sublet the Facility to the Participating County pursuant to the terms of the Facility Sublease; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, the Participating County hereby leases to the BSCC, and the BSCC hereby leases from the Participating County, the Site subject to the terms, covenants, agreements and conditions hereinafter set forth, to each and all of which the Participating County and the BSCC hereby mutually agree.

SECTION 1. Definitions.

As used herein, the following terms shall have the following meanings:

(a) "SB 1022 Adult Local Criminal Justice Facilities Financing Program" has the meaning given to such term in the Recitals.

(b) "Abatement Event" shall have the meaning given to such term in the Facility Lease.

(c) "Board" means the State Public Works Board of the State of California, an entity of state government of the State.

(d) "Bond Documents" mean each and every document evidencing the Bonds, including, but not limited to, the Site Lease, the Facility Lease, the Facility Sublease, and the Indenture.

(e) "Bonds" has the meaning given to such term in the Recitals.

(f) "BSCC" has the meaning given to such term in the preamble and Recitals.

(g) "Claims" has the meaning given to such term in Section 23 of this Ground Lease.

(h) "DGS" means the Department of General Services of the State of California, an entity of state government of the State.

(i) "Easements" mean the access, utilities and repairs easements described in Subsection 4(b) of this Ground Lease.

(j) "Easement Agreement" means an easement agreement memorializing the grant of Easements by the Participating County, as grantor, to the BSCC, as grantee, in the form of Exhibit C attached hereto.

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(k) “Easement Property” means real property owned by the Participating County that is burdened by the Easement Agreement as described in Exhibit 2 to the Easement Agreement.

(l) “Effective Date” means the date this Ground Lease is valid, binding and effective as provided in Section 2 of this Ground Lease.

(m) “Facility” has the meaning given to such term in the Recitals.

(n) “Facility Lease” has the meaning given to such term in the Recitals.

(o) “Facility Sublease” has the meaning given to such term in the Recitals.

(p) “Ground Lease” has the meaning given to such term in the preamble, including all exhibits attached hereto.

(q) “Hazardous Materials” mean any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Talmer Hazardous Substance Account Act), (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code.

(r) “Improvements” mean the physical construction of the Project and other buildings, improvements, structures, furnishings and equipment placed in, under or upon the Site by the Participating County under the terms and conditions in the Right of Entry or this Ground Lease.

(s) “Indemnitees” has the meaning given to such term in Section 24 of this Ground Lease.

(t) “Indenture” has the meaning given to such term in the Recitals.

(u) “Landlord” has the meaning given to such term in the preamble.

(v) “Leasehold Estate” means the real property right and interest held by the BSCC as Tenant to possess, use and access the Site and the Project under the terms and conditions of this Ground Lease.

(w) “Participating County” has the meaning given to such term in the preamble.

(x) “Parties” has the meaning given to such term in the preamble.

(y) “Party” has the meaning given to such term in the preamble.

(z) “PDCA” has the meaning given to such term in the Recitals.

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(aa) “Permitted Encumbrances” has the meaning given to such term in Subsection 3(b)(4) of this Ground Lease.

(bb) “Project” means the buildings, structures, works and related improvements constructed or to be constructed on the Site, as are more particularly described in Exhibit A attached hereto, and any and all additions, betterments, extensions and improvements thereto.

(cc) “Resolution” has the meaning given to such term in Subsection 3(b)(1) of this Ground Lease.

(dd) “Right of Entry” has the meaning given to such term in the Recitals.

(ee) “Right of First Offer” has the meaning given to such term in Section 13 of this Ground Lease.

(ff) “Site” has the meaning given to such term in the Recitals.

(gg) “Site Lease” has the meaning given to such term in the Recitals.

(hh) “State” means the state government of the State of California.

(ii) “State Treasurer” has the meaning given to such term in the Recitals.

(jj) “Tenant” has the meaning given to such term in the preamble.

(kk) “Term” has the meaning given to such term in Section 10 of this Ground Lease.

SECTION 2. Effective Date.

The Parties hereby confirm and agree that this Ground Lease is effective and binding on the Parties upon the first day (the “Effective Date”) on which this Ground Lease has been consented to by the Board and a duly authorized representative of the Board has consented to this Ground Lease by executing it below.

SECTION 3. Representations, Warranties and Covenants.

(a) Representations and Warranties of the BSCC. In addition to any express agreements of Tenant herein, the BSCC makes the following representations and warranties to the Participating County as of the Effective Date:

(1) The BSCC has full legal right, power and authority to enter into this Ground Lease as Tenant and to carry out and consummate all transactions contemplated by this Ground Lease and by proper action has duly authorized the execution and delivery of this Ground Lease. The BSCC shall cause an opinion, dated as of August 25, 2017 and in substantially the form of Exhibit D attached to this Ground Lease, to be delivered to the Board contemporaneously with the BSCC’s execution of this Ground Lease;

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(2) The officers of the BSCC executing this Ground Lease are duly and properly holding their respective offices and are fully authorized to execute this Ground Lease; and

(3) This Ground Lease has been duly authorized, executed and delivered by the BSCC, and will constitute a legal, valid and binding agreement of the BSCC, enforceable against the BSCC in accordance with its terms on the Effective Date.

(b) Representations, Warranties and Covenants of the Participating County. In addition to any express agreements of Landlord herein, the Participating County makes the following representations, warranties and covenants to the BSCC as of the Effective Date:

(1) The Participating County, by Resolution of the Board of Supervisors ("Resolution"), has full legal right, power and authority to enter into this Ground Lease as Landlord, to transfer and convey the Leasehold Estate to the BSCC under this Ground Lease, and to carry out and consummate all transactions contemplated by this Ground Lease and by proper action has duly authorized the execution and delivery of this Ground Lease. The Participating County shall cause an opinion, dated as of August 25, 2017 and in substantially the form of Exhibit D attached to this Ground Lease, to be delivered to the Board contemporaneously with the Participating County's execution of this Ground Lease.

(2) The officers of Participating County executing this Ground Lease are duly and properly holding their respective offices and have the legal power, right and are fully authorized to execute this Ground Lease pursuant to the Resolution.

(3) This Ground Lease has been duly authorized, executed and delivered by Participating County, and will constitute a legal, valid and binding agreement of Participating County, enforceable against the Participating County in accordance with its terms upon the Effective Date.

(4) The Participating County is the owner in fee simple of the Site and has marketable and insurable fee simple title to the Site, there is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Site or pending against the Participating County which could affect the Participating County's title to the Site, affect the value of the Site, or subject an owner of the Site to liability and there are no outstanding mortgages, deeds of trust, bond indebtedness, leaseholds, pledges, conditions or restrictions, liens or encumbrances against the Site except as identified in Exhibit E, attached hereto, collectively, the "Permitted Encumbrances".

(5) No consent, permission, authorization, order, license, or registration with any governmental authority is necessary in connection with the execution and delivery of this Ground Lease, except as have been obtained.

(6) There exists no litigation or other proceeding pending or threatened against the Participating County except as identified in Exhibit F, attached hereto, that, if determined adversely, would materially and adversely affect the ability of the Participating County to perform its obligations under this Ground Lease.

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(7) This Ground Lease is, and all other instruments, documents, exhibits, and agreements required to be executed and delivered by the Participating County in connection with this Ground Lease are and shall be, duly authorized, executed and delivered by the Participating County and shall be valid, legally binding obligations of and enforceable against the Participating County in accordance with their terms.

(8) Neither the execution and delivery of this Ground Lease and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Ground Lease and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any agreements or instruments to which the Participating County is a party or affecting the Site.

(9) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against the Participating County.

(10) There are no and have been no:

(A) actual or pending public improvements which will result in the creation of any liens, encumbrances or assessments upon the Site, including public assessments or mechanics liens, other than the Permitted Encumbrances, and the Participating County agrees to indemnify, defend and hold the BSCC free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, imposed upon the Site as a consequence of actual or impending public improvements at or after the Effective Date, including any obligations to pay a fee or assessment for infrastructure to the extent such liability survives or continues at or after the Effective Date, and the BSCC agrees to cooperate with the Participating County, at the Participating County's costs and to the extent permitted by law, with respect to the Participating County's efforts to remove any such liens, fees, assessments, or encumbrances.

(B) uncured notices from any governmental agency notifying the Participating County of any violations of law, ordinance, rule, or regulation, including Environmental Laws, occurring on the Site.

(C) notices of any condemnation, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use, operation or value of the Site.

(11) The Participating County hereby agrees that it will not enter into any new leases or any other obligations or agreements that will affect the Site at or after the Effective Date, without the express prior written consent of the BSCC and approval of the Board.

(12) The Participating County will not subject the Site to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date without the express prior written consent of the BSCC and the approval of the Board.

(13) The Participating County shall promptly notify the BSCC of any event or circumstance that makes any representation or warranty of the Participating County under this Ground Lease untrue or misleading, or of any covenant of the Participating County under this Ground Lease incapable or less likely of being performed. The Participating County's obligation to provide the notice described in the preceding sentence to the BSCC shall in no way relieve the Participating County of any liability for a breach by the Participating County of any of its representations, warranties or covenants under this Ground Lease.

(14) The BSCC shall at all times during the Term have access to and from the Site.

(15) No representation, warranty or statement of the Participating County in this Ground Lease or in any document, certificate, exhibit or schedule furnished or to be furnished to the BSCC pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

SECTION 4. Lease of the Site, Access, Utilities and Repairs Easements and Recordation of Lease.

(a) Lease of the Site and Recordation of Ground Lease. The Participating County hereby leases the Site to the BSCC and the BSCC leases the Site from the Participating County. The Participating County further agrees to provide, or cause to be provided, to the BSCC and its assigns or sublessees, adequate parking spaces at no cost, and such utility services as the Participating County customarily provides or causes to be provided to facilities similar to the Project, including without limitation electricity, gas, water, sewer, garbage disposal, heating, air conditioning and telephone. The BSCC and the Board shall have the right to record this Ground Lease in the Official Records of the Participating County as of the Effective Date or anytime thereafter.

(b) Access, Utilities and Repairs Easement. As of the Effective Date, the Participating County agrees to grant to the BSCC, for the use, benefit and enjoyment of the BSCC and its lessees, successors and assigns, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public using or visiting the Site or the Project, a non-exclusive easement over, across and under the Easement Property for the purpose of:

- a) ingress, egress, passage or access to and from the Site by pedestrian or vehicular traffic;
- b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and
- c) other purposes and uses necessary or desirable for access to and from the Site for the repair, operation and maintenance of the Facility (collectively the "Easements").

The grant of the Easements shall be memorialized in that certain Easement Agreement for Grants of Access, Utilities and Repairs (the "Easement Agreement") in substantially the form of Exhibit C attached to this Ground Lease. The BSCC and the Board shall have the right to record the Easement Agreement in the Official Records of the Participating County as of the Effective Date or anytime thereafter. The Easements to be granted by the Participating County are subject to the limitations set forth in the Easement Agreement. In the event of a conflict or ambiguity, with respect to the terms of the Easements, between this Ground Lease and the Easement Agreement, the terms of the Easement Agreement shall control.

SECTION 5. Landlord Right of Entry for Construction and Operation.

(a) Landlord Right of Entry for Construction and Operation. Notwithstanding anything to the contrary contained herein, Landlord has reserved the right to enter and use the Site for construction of the Project pursuant to the terms and conditions in the Right of Entry.

(b) Quiet Enjoyment. The Participating County covenants that the BSCC, its assigns or sublessees, may quietly have, hold, and enjoy all of the Site and the Improvements during the Term of this Ground Lease and any extended term hereof, without hindrance or interruption by the Participating County or by any other person or persons lawfully or equitably claiming by, through or under the Participating County, except as limited by the Permitted Encumbrances.

SECTION 6. Purpose and Use.

The Parties reasonably expect for the Site to be used by the BSCC, and each of its assigns or sublessees during the Term of this Ground Lease, for the purpose of causing the construction, operation and maintenance of the Project and appurtenances thereto; provided however, the Parties acknowledge that the Site may be utilized for other types of correctional housing or other public purposes as may be required to exercise the Board's obligations, rights and remedies under the Bond Documents.

The Participating County acknowledges and confirms that the BSCC's use of the Leasehold Estate created hereunder includes, but is not limited to, allowing for potential financing and construction of the Project and the leasing of the Site and/or the Facility pursuant to the Site Lease, the Facility Lease, and the Facility Sublease and for such other purposes as may be incidental thereto. The Participating County further acknowledges and confirms the Board's right to relet the Facility in the event of a default under the Facility Lease and to provide for all other rights and remedies of the Board, the State Treasurer, and the owners of the Bonds in the event of a default under the Bond Documents.

SECTION 7. Assignment or Sublease.

The BSCC may sublet or assign all or a portion of the Site or the Project or assign this Ground Lease or any interest therein, without the prior consent or approval of the Participating County; provided, however, any sublet or assignment shall be subject to the prior approval of the Board and Participating County is provided notice of said sublet or assignment. Notwithstanding that the Participating County's consent or approval is not required for any subletting of the Site or the Project, to assist with the Board's financing of the Project, the Participating County hereby consents to and approves the sublease of the Site, together with the Improvements, to the Board under the Site Lease and the further subletting of the Facility by the Board to the BSCC under the Facility Lease.

SECTION 8. No Commitment to Issue the Bonds and Non-Liability of the BSCC and the State.

The delivery of this Ground Lease shall not directly, indirectly or contingently, obligate the BSCC, the Board or any other subdivision of the State to issue the Bonds or levy any form of taxation or to make any appropriation with respect to the Project. Any obligation of the BSCC

created by or arising out of this Ground Lease shall not impose a debt or pecuniary liability upon the BSCC, the Board or any other subdivision of the State, or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by the State.

SECTION 9. Cooperation.

The Participating County has a duty to fully cooperate and provide all necessary assistance to the BSCC and the Board to aid them in their efforts to finance the Project. The Participating County acknowledges that it is authorized and directed to provide cooperation concerning the issuance of the Bonds, including without limitation, executing and delivering such certificates, legal opinions or instruments as the BSCC or the Board may reasonably request. The Participating County's legal counsel, Chief Administrative Officer and its Sheriff are authorized and directed to cooperate in the issuance of the Bonds and to execute all documents reasonably needed to accomplish such financing.

SECTION 10. Term and Extension.

The Term of this Ground Lease shall commence on the Effective Date and shall terminate on the same date as the Facility Lease, unless such Term is extended by the parties thereto, or unless sooner terminated as provided herein, except no termination of this Ground Lease shall occur until all the Bonds and all other indebtedness incurred by the Board for the Project, if any, have been fully repaid.

SECTION 11. Rental.

The BSCC shall pay the Participating County rental in the sum of Ten Dollars (\$10.00) per year, all of which rental shall be deemed to have been prepaid to the Participating County by the BSCC on the Effective Date and, thereby acknowledges the Participating County's match funding requirement has been sufficiently met. The Participating County agrees that the payment of such rental is adequate consideration for the leasing of the Site, together with the Improvements, under this Ground Lease.

SECTION 12. Taxes and Assessment.

The BSCC shall pay or cause to be paid all lawful taxes that may be levied at any time upon any interest the BSCC may have under this Ground Lease (including both the Site and the Improvements after the Effective Date). The Participating County and the BSCC each represent and acknowledge that neither Party believes or expects that its respective interests in the Site are subject to payment of property taxes. The BSCC shall have the right to contest the validity of any levy or tax assessment levied upon the BSCC's interest in the Site.

SECTION 13. Right of First Offer and Priority of Ground Lease.

(a) Right of First Offer. Should the Participating County decide to sell the Site at any time during the Term of this Ground Lease, the Participating County shall notify the BSCC and the Board in writing of such intention prior to soliciting offers from any prospective purchasers. In such event, the BSCC and the Board shall have fifteen (15) months from receipt of such

notification of intention to sell to inform the Participating County of the BSCC's interest in acquiring the Site. The Participating County understands that the State's acquisition process requires an appropriation of funds and the approval of the Board. The Participating County agrees to reasonably cooperate with the BSCC in obtaining such approval and in meeting any other State property acquisition requirements that may exist at that time. If the BSCC informs the Participating County of the BSCC's intention to acquire the Site within said fifteen (15) month period, the Parties agree to negotiate a purchase agreement in good faith and at a price that is the fair market value of the Site at the time the BSCC exercises its Right of First Offer.

(b) Priority of Ground Lease. If the BSCC and the Participating County are unable to agree on the terms and conditions for the purchase and sale of the Site, or if the Board does not approve the acquisition of the Site by the BSCC, the Participating County shall be free to market and sell the Site to a third party; provided, however, any new owner of the Site shall acquire the Site subject to this Ground Lease and any encumbrances related to the Bonds and the Bond Documents. The BSCC and the Board shall have no obligation to subordinate the Ground Lease, the Bonds or the Bond Documents to accommodate the new owner or lender(s).

SECTION 14. Damage or Destruction.

Damage or destruction to the Project shall not act to terminate or cancel this Ground Lease. In the event of any damage or destruction of the Project, the use of the proceeds of any property casualty or builder's risk insurance required to be procured and maintained pursuant to the PDCA, or any insurance required by the Facility Lease or Facility Sublease shall be governed by the terms of the agreement that required the procurement of such insurance.

SECTION 15. Insurance.

Except for insurance obligations that may arise as a result of the issuance of the Bonds by the Board, or as may be required by the PDCA, the BSCC shall have no obligation to purchase insurance for the Site or the Project, including but not limited to any general liability, earthquake, flood, fire or extended casualty coverage.

SECTION 16. Condition and Title to the Improvements on Termination.

Upon termination or expiration of this Ground Lease, the BSCC shall have no obligation, to remove the Improvements. Title to the Improvements, including the Project, during the Term shall be vested in the State. Subject to the terms and conditions in the Bond Documents, at the termination or expiration of this Ground Lease, fee title to the Improvements, including the Project, shall vest in the Participating County and become the property of the Participating County without further action of any Party and without the necessity of a deed from the BSCC to the Participating County.

SECTION 17. The BSCC's Right to Terminate.

The BSCC, with the approval of the Board, shall have the right to terminate this Ground Lease upon thirty (30) days written notice to the Participating County without any liability; provided, however, no termination of this Ground Lease or revesting of title to any portion of the Site or vesting of title to the Project may occur until the Bonds have been fully paid or retired

under the provisions of the Bond Documents.

SECTION 18. The Participating County's Right to Terminate

Participating County's proper exercise of its termination rights pursuant to Article 2, section 2.2(b) of the PDCA serves to terminate this Ground Lease effective on the date of termination of the PDCA.

SECTION 19. Non-Termination, Default and Damages.

This Ground Lease shall expire at the end of the Term. It is expressly agreed by the Parties to this Ground Lease that any default under this Ground Lease will not allow either Party to terminate or otherwise interfere with the BSCC's quiet enjoyment and beneficial use of the Site and the Project under this Ground Lease, the Site Lease or the Facility Lease. Until such time as the Bonds have been fully paid or retired under the provisions of the Bond Documents, the sole remedy of any Party upon such default shall be a suit for money damages or specific performance to remedy such a default.

SECTION 20. Waste and Hazardous Materials.

Neither the Participating County nor the BSCC shall knowingly commit, suffer or permit any waste or nuisance on the Site or any acts to be done thereon in violation of any laws or ordinances. To the Participating County's best knowledge, after having examined its documents, public records and other instruments and having made inquiry of appropriate departments and agencies with respect to the Site and, except as specifically provided in this Ground Lease, no Hazardous Materials, were used, generated, stored, released, discharged or disposed of on, under, in, or about the Site or transported to or from the Site. The Participating County represents with respect to the Site that neither the Participating County nor any other person or entity under the control of, or with the knowledge of the Participating County will cause or permit the use generation, storage, release, discharge, or disposal of any Hazardous Materials on, under, in, or about the Site or transported to or from the Site.

SECTION 21. Eminent Domain.

If the whole or any portion of the Site or the Project shall be taken in eminent domain proceedings, or by sale in lieu of such taking by a governmental entity threatening to use the power of eminent domain, and which taking in the collective judgment of the BSCC, the Board, and the State Treasurer renders the Site and/or the Project unsuitable for the continued use by the State, then this Ground Lease shall terminate when possession is taken by the condemning entity.

If this Ground Lease is terminated because of such taking and any of the Bonds are outstanding, then all proceeds from any permanent or temporary taking shall be used to repay any outstanding Bonds as provided in the Bond Documents, including any outstanding or accrued interest, and upon full repayment of the Bonds then the remaining proceeds, if any, shall be distributed to the BSCC and the Participating County according to their respective interests as provided in the Bond Documents. The Participating County and the BSCC shall each have the right to represent its own interest, at its own cost and expense, in any proceedings arising out of such taking, and each of the Participating County and the BSCC shall reasonably cooperate with

the other, including without limitation, settling with the condemning authority only with the other Party's consent if such settlement would affect the other Party's rights.

If this Ground Lease is not terminated because of such taking, then it shall remain in full force and effect with respect to the remainder of the Site and the Project. The Participating County and the BSCC each waives the provisions of the California Code of Civil Procedure, Section 1265.130, or any similar law that permits a Party to petition a court to terminate this Ground Lease upon a taking affecting the Site or the Project, the Parties agreeing that any such termination rights shall be only as expressly set forth in this Ground Lease.

SECTION 22. Non-Discrimination.

During the performance of this Ground Lease, the Participating County shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. The Participating County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The Participating County shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter I, Part I, Division 3, Title 2 of the Government Code (Government Code, Sections 11135 - 11139.5), and the regulations or standards adopted to implement such article.

SECTION 23. Liens.

In the event the BSCC, the Board or their designees, at any time during the Term, causes any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Project or the Site, the BSCC, the Board or their designees shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for the BSCC or the Board, upon or about the Project or the Site and which may be secured by any lien against the Project or the Site or the BSCC's or the Board's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or comes due; except that, if the BSCC or the Board desires to contest any such lien, it may do so. If any such lien is reduced to final judgment and such judgment or other process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, said stay thereafter expires, the BSCC or the Board shall forthwith pay and discharge said judgment.

SECTION 24. Indemnification.

As required by Section 15820.92(d) of the California Government Code, the Participating County hereby agrees that it shall indemnify, protect, defend and hold harmless the State, including but not limited to, the BSCC, the Board, DGS, and each of their respective officers, governing members, directors, officials, employees, subcontractors, consultants and agents (collectively the "Indemnitees"), for any and all claims, liabilities and losses arising out of the use of the Site or the

Project, including, but not limited to all demands, causes of action and liabilities of every kind and nature whatsoever arising out of, related to, or in connection with (a) any breach of this Ground Lease by the Participating County; (b) the construction, operation, maintenance, use and occupancy of the Project; (c) any acts or omissions of any contractor hired by the Participating County or its agents or subcontractor hired by such contractor (collectively the "Claims"). The Participating County's obligation to indemnify, defend, and save harmless the Indemnitees shall extend to all Claims arising, occurring, alleged, or made any time, including prior to, during, or after this Ground Lease is in full force and effect. The Participating County's obligation to indemnify, defend, and save harmless the Indemnitees shall apply regardless of any active and/or passive negligent act or omission of the Indemnitees, but the Participating County shall not be obligated to provide indemnity or defense for Indemnitees wherein the Claims arise out of the gross negligence or willful misconduct of the Indemnitees. The indemnification obligation of the Participating County set forth in this Section shall survive the expiration of the Term or earlier termination of this Ground Lease.

SECTION 25. Non-Encumbrance.

The Participating County covenants that the Facility is not and will not be mortgaged, pledged, or hypothecated in any manner or for any purpose and has not been and will not be the subject of a grant of a security interest by the Participating County without the written consent of the BSCC and the Board. The Participating County further covenants that it shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

SECTION 26. Miscellaneous.

(a) Amendments. This Ground Lease may only be amended, changed, modified or altered in writing by the Parties. As long as any of the Bonds are outstanding the Board must consent to any amendment hereto to be effective.

(b) Waiver. The waiver by any Party of a breach by the other Party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

(c) Law Governing. This Ground Lease shall be governed exclusively by the provisions hereof and by the laws of the State and any action arising from or relating to this Ground Lease shall be filed and maintained in Sacramento County Superior Court, Sacramento, California.

(d) Section Headings. All articles, paragraph and section headings, titles or captions contained in this Ground Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

(e) Conflicts Between Terms of Documents. Nothing in this Ground Lease is intended to amend, modify or supersede the PDCA except as expressly provided herein. In the event of any inconsistency in the PDCA and this Ground Lease, the inconsistency shall be resolved by giving preference to the PDCA. In the event of any inconsistency between this Ground Lease and the Bond Documents, the inconsistencies shall be resolved by giving preference to the Bond Documents.

EXECUTION COPY

(f) Relationship of Parties. The BSCC and its agents and employees involved in the performance of this Ground Lease shall act in an independent capacity and not as officers, employees or agents of the Participating County.

(g) Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective Parties.

(h) Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Ground Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction and the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Ground Lease shall be affected thereby, and each provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

(i) Notices. All notices herein which are to be given or which may be given by either Party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

To the BSCC: Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833
Attention: Executive Director
Facsimile: 916-327-3317

To the Board: State Public Works Board
915 L Street, 9th Floor
Sacramento, CA 95814
Attention: Executive Director
Facsimile: 916-449-5739

To the Participating County: County of Fresno
2220 Tulare Street, Suite 600
Fresno, CA 93721
Attention: Capital Projects Division Manager
Facsimile: 559-600-4548

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed to a Party may be changed by written notice given to all Parties as hereinabove provided.

(j) Execution and Counterparts. This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Ground Lease. It is also agreed that separate counterparts of this Ground Lease may separately be executed by the signatories to this Ground Lease, all with the same force and effect as though the same counterpart had been executed by all of the signatories.

EXECUTION COPY

(k) Bankruptcy. In the event of any bankruptcy proceeding, this Ground Lease will not be treated as an executory contract and cannot be rejected by the Participating County.

(l) Exhibits. The following Exhibits are attached to this Ground Lease and incorporated by reference herein.

Exhibit A: Project Description

Exhibit B: Legal Description and Depiction of the Site

Exhibit C: Form of Easement Agreement for Grants of Access, Utilities and Repairs

Exhibit D: Form of Legal Opinion Letter

Exhibit E: List of the Permitted Encumbrances

Exhibit F: Pending and Threatened Lawsuits

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

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GROUND LEASE
By and Between FRESNO COUNTY as Landlord, and
BOARD OF STATE AND COMMUNITY CORRECTIONS
OF THE STATE OF CALIFORNIA, as Tenant
Dated as of August 25, 2017
(FOR AN ADULT LOCAL CRIMINAL JUSTICE FACILITY
LOCATED IN THE COUNTY OF FRESNO)

REVIEWED & RECOMMENDED
FOR APPROVAL

COUNTY OF FRESNO



MARGARET MIMS, Sheriff-Coroner



BRIAN PACHECO, Chairman
Board of Supervisors

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, County Counsel

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By

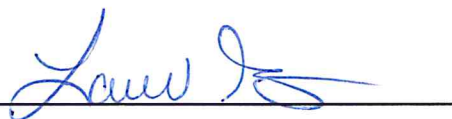

Chief Deputy

By


Deputy

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA
Auditor-Controller/Treasurer-Tax Collector

By



Fund / Subclass / Org / Account:

Program:


0001 / 10000 / 1910 / 8150 91000	SB 1022 West Annex Jail
0001 / 10000 / 2540 / 7295 & 7608	Interest and Misc Expenditures
0001 / 10000 / 3111 / 7295 & 7400	Sheriff-Coroner
0400 / 10045 / 8845 / 8150 / 91157	SB 1022 (WAJ)
0400 / 10046 / 8846 / 8150 / 91158	Leasehold Improvements (WAJ)
0400 / 10047 / 8847 / 8150 / 91159	Central Plant / Tunnel (WAJ)
0400 / 10048 / 8848 / 8500 / 91160	Intangibles (WAJ)
0400 / 10049 / 8849 / 8150 / 91161	Non-Capitalizable Expend (WAJ)

Ref: SB 1022 Fresno County Ground Lease - Execution Version - 8-25-17(v.4 clean)

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

COUNTY OF FRESNO

By: 
Name: Brian Pacheco
Title: Chairman, Board of Supervisors

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 
Deputy

**BOARD OF STATE AND
COMMUNITY CORRECTIONS OF
THE STATE OF CALIFORNIA**

By: _____
Name: Kathleen T. Howard
Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF
CALIFORNIA**

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE STATE
OF CALIFORNIA**
(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

EXECUTION COPY

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Fresno)

On August 24, 2017 before me, Lisa K Craft, notary,
(here insert name and title of the officer)

personally appeared Brian Pacheco who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa K. Craft



(Seal)

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

COUNTY OF FRESNO

By: _____
Name: Brian Pacheco
Title: Chairman, Board of Supervisors

**BOARD OF STATE AND
COMMUNITY CORRECTIONS OF
THE STATE OF CALIFORNIA**

By: Kathleen T. Howard
Name: Kathleen T. Howard
Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF
CALIFORNIA**

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE STATE
OF CALIFORNIA**
(Pursuant to Government Code Section 111005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

EXECUTION COPY

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

On 8/21, 2017 before me, Joseph Maita, notary,
(here insert name and title of the officer)

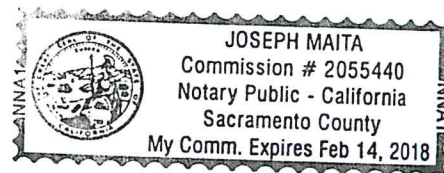
personally appeared KATHLEEN T. HOWARD who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joseph Maita



(Seal)

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

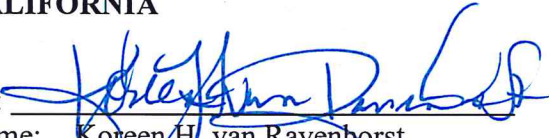
COUNTY OF FRESNO

By: _____
Name: Brian Pacheco
Title: Chairman, Board of Supervisors

**BOARD OF STATE AND
COMMUNITY CORRECTIONS OF
THE STATE OF CALIFORNIA**

By: _____
Name: Kathleen T. Howard
Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF
CALIFORNIA**

By: 
Name: Koreen H. van Ravenhorst
Title: Deputy Director

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE STATE
OF CALIFORNIA**
(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

COUNTY OF FRESNO

By: _____
Name: Brian Pacheco
Title: Chairman, Board of Supervisors

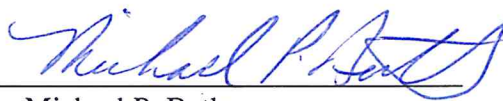
**BOARD OF STATE AND
COMMUNITY CORRECTIONS OF
THE STATE OF CALIFORNIA**

By: _____
Name: Kathleen T. Howard
Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF
CALIFORNIA**

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE STATE
OF CALIFORNIA**
(Pursuant to Government Code Section 11005)

By:  _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the interest in real property conveyed by the Ground Lease dated as of August 25, 2017 for reference only from the County of Fresno, a Political Subdivision of the State of California to the State of California on behalf of the Board of State and Community Corrections of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: 
Name: Koreen H. van Ravenhorst
Title: Deputy Director

Date: _____

APPROVED

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: _____
Name: Kathleen T. Howard
Title: Executive Director

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

Date: _____

CERTIFICATE OF ACCEPTANCE

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ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

Date: _____

APPROVED

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: Kathleen T. Howard
Name: Kathleen T. Howard
Title: Executive Director

Date: 08/21/17

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

Date: _____

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Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

Date: _____

APPROVED

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: _____
Name: Kathleen T. Howard
Title: Executive Director

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: Michael P. Butler
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

Date: 8/25/2017

EXHIBIT A

Project Description

Fresno County Adult Local Criminal Justice Project

This project will include the design and construction of a new, approximately 119,000 square foot building adjacent to the existing North Annex Jail building on county-owned land. The building will have four floors, including a full basement level, and will provide housing, program, and administrative space.

The basement level will provide warehouse, laundry, administrative, and support space. The first floor will provide a lobby; central control; a loading and receiving dock; and video visitation, in-person non-contact visitation, day reporting, administrative, and program space. The second and third floors will include housing space providing approximately 300 medium and maximum security beds; dayrooms; recreation yards; interview rooms; and medical treatment, program, and support space.

This project will also include upgrades to the central plant and an extension of an underground tunnel that will connect to the existing North Annex Jail building. The project will include but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; and fire protection systems.

The central plant is located outside of the Site in the Easement Property. The upgrades to the central plant will utilize a portion of Fresno County's cash match funding.

EXHIBIT B

Legal Description and Depiction of the Site

LEGAL DESCRIPTION OF THE SITE

That portion of Block 107 of the Town (now City) of Fresno, per map recorded in Book 1, Page 2 of Plats, Fresno County Records, situated in the Southwest quarter of Section 3, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Site

COMMENCING at the most easterly corner of said Block 107, said point bearing N41°58'59"W 135.04 feet from a found Brass Cap Monument in sidewalk marked "Fresno County Monument – Property Corner" as shown on that Record of Survey map recorded in Book 33, Page 93 of Record of Surveys, Fresno County Records;
 thence S47°59'00"W 321.01 feet along the southeasterly line of said Block 107 to the most southerly corner of said Block 107;
 thence N41°55'14"W 160.00 feet along the southwesterly line of said Block 107, to the TRUE POINT OF BEGINNING;
 thence N41°55'14"W 239.50 feet along said southwesterly line of Block 107, to a point which lies 0.68 feet southeasterly of the most westerly corner of said Block 107;
 thence N03°01'57"E 6.62 feet to a line parallel with and 4.00 feet northwesterly, from the northwesterly line of said Block 107;
 thence N47°59'08"E 142.44 feet along said parallel line;
 thence S41°58'27"E 180.08 feet to the southwesterly extension of the southeasterly face of the existing North Annex Jail building;
 thence N47°59'27"E 30.11 feet along said southwesterly extension;
 thence S41°58'27"E 36.99 feet;
 thence S47°59'27"W 105.96 feet;
 thence S41°58'27"E 27.11 feet;
 thence S47°58'49"W 71.49 feet to the TRUE POINT OF BEGINNING.

Containing 34,996 square feet more or less

The Basis of Bearings for this description is the Southeasterly line of said Block 107 as shown on the Record of Survey recorded in Book 33 of Record of Surveys, Page 93, Fresno County Records. For the purpose of this description said Southeasterly line bears S47°59'00"W.

END OF DESCRIPTION



Date _____
 Signed 5/22/17

Map of Site and Easement Property

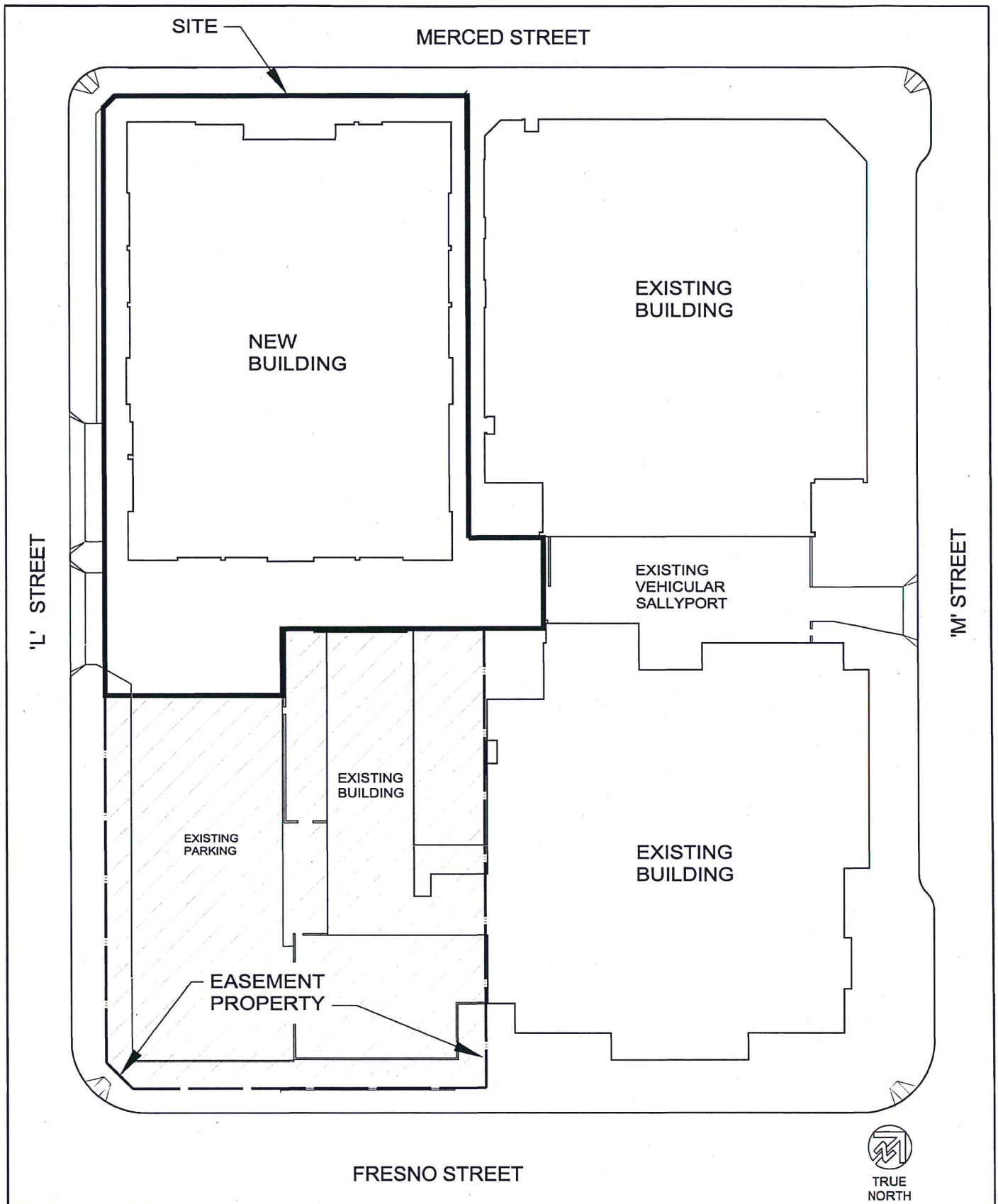


EXHIBIT C

(Form of Easement Agreement for Grants of Access, Utilities and Repairs)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

NO DOCUMENTARY TRANSFER TAX DUE. This Ground Lease is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

[THE AREA ABOVE IS RESERVED FOR RECORDER'S USE]

EASEMENT AGREEMENT FOR GRANTS OF
ACCESS, UTILITIES AND REPAIRS

This Easement Agreement for Grants of Access, Utilities and Repairs (this "Easement Agreement"), dated for reference only as of _____, 20__ is made by and between COUNTY OF _____, (the "Participating County"), a Political Subdivision of the State of California, as grantor, and the BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA (the "BSCC"), an entity of state government of the State of California, as grantee.

RECITALS

A. The Participating County, as landlord, and the BSCC as tenant, entered into a ground lease dated as of _____, 20__ for reference only, (the "Ground Lease") for the lease of that certain real property located in the County of _____ and more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Site"); and

B. The Ground Lease provides that the Participating County, as owner of certain real property adjacent to the Site, shall grant Easements to the BSCC in the Easement Property, which is more particularly described in Exhibit 2, attached hereto and incorporated herein by this reference; and

C. The Participating County and the BSCC desire to the grant of Easements in the Easement Property on the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Ground Lease or the Project Delivery and Construction Agreement.

2. Grant and Description of Easements.

2.1 Grant of Access Easement. The Participating County, as the owner of the Easement Property, hereby establishes and grants to and for the benefit of the BSCC and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement over and across the Easement Property as shown in Exhibit 2 hereto for purposes of ingress and egress to and from the Site and the Project (the "Access Easement"); provided, however, that rights pursuant to such Access Easement shall only be exercised if there is no reasonable access to the Site and the Project via adjacent public streets and roadways and subject to the security limitations set forth in Section 2.3 hereof; and provided further, that such Access Easement is only effective (i) during such times where the BSCC, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease.

2.2 Grant of Utilities and Repairs Easement. The Participating County, as the owner of the Easement Property, hereby grants to and for the benefit of the BSCC and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement across, over and under the Easement Property as shown in Exhibit 2 hereto for the purpose of: a) installation, maintenance and replacement of utility wires, cables, conduits and pipes for "Utilities", as defined below; and b) other purposes and uses necessary or desirable for the repair, operation and maintenance of the Facility (the "Utilities and Repairs Easement" and together with the Access Easement, the "Easements"); provided, however, that such Utilities and Repairs Easement is subject to the security limitations set forth in Section 2.3 hereof; and; provided further, that such Utilities and Repairs Easement is only effective (i) during such times where the BSCC, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease. "Utilities" shall mean any and all wet and dry utilities (including sewer) necessary or required to service the Facility, including, without limitation, all electrical, natural gas, water, sewer, telephone, data, and other telecommunications services.

2.3 Security Limitation on Easements. The exercise of the rights granted under the Easements will be expressly subject to the limitations and requirements imposed by the Participating County's customary security measures for the Participating County's facilities that may be located on the Easement Property (the "Security Measures"). Prior to the exercise of any rights under the Easements, the BSCC or the Board, as the case may be, or their respective lessees, successors or assigns shall contact the _____ to ensure that such exercise of rights granted under the Easements will be in compliance with the requirements of the Security Measures.

3. No Unreasonable Interference. The Participating County shall not conduct any activity on, under or about the Easement Property that would unreasonably interfere with the use of the Easements.

4. Term of Easement Agreement; No Termination by Breach. The term of this Easement Agreement shall be coextensive with the Term of the Ground Lease, as such Term may be extended or terminated as provided in the Ground Lease. No breach of this Easement Agreement shall entitle any of the parties hereunder to cancel, rescind, or otherwise terminate this Easement Agreement, but such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any breach.

5. Character. The Easements granted by this Easement Agreement shall be appurtenant to the Site and nonexclusive and for the use and benefit of the BSCC and the Board. This Easement Agreement is not intended to grant a fee interest in the Easement Property, nor is it intended to be a lease or a license. The BSCC acknowledges that the Easements herein granted are nonexclusive easements and that the Participating County and its successors and assigns may grant one or more additional non-exclusive easements in the Easement Property to third parties, so long as the rights granted by such easements do not materially interfere with or hinder the use of the Easements by the BSCC or the Board or that of their respective lessees, successors or assigns.

6. Covenants Running with the Land; Binding on Successors. Pursuant to California Civil Code section 1468, this Easement Agreement and the Easements are covenants related to the use, repair, maintenance and improvement of the properties benefited and burdened hereby, and, as such, the covenants set forth herein shall be binding upon the Easement Property and shall be binding upon all parties having or in the future acquiring any interest in the Easement Property.

7. Binding Effect. This Easement Agreement shall be binding on and shall inure to the benefit of the lessees, successors and assigns of the Participating County, the BSCC, and the Board.

8. Recordation of Easement Agreement. This Easement Agreement shall be recorded in the Official Records of _____ County, State of California, and shall serve as notice to all parties succeeding to the interest of the parties hereto that their use of the Site and the Project and the Easement Property shall be benefited or restricted, or both, in the manner herein described.

9. Entire Agreement; Amendments. This Easement Agreement contains the entire agreement of the parties hereto relating to the Easements herein granted. Any representations or modifications concerning this Easement Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by the BSCC and approved by the Board and the current owner of the Easement Property and recorded in the Official Records of _____ County, State of California.

10. Warranty of Authority. The Participating County represents and warrants as of the Effective Date that (i) it is the legal owner of the Easement Property, (ii) it has full power and authority to place the encumbrance of this Easement Agreement on the Easement Property, (iii) it has not conveyed (or purported to convey) any right, title or interest in or to the Easement Property,

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except as has been disclosed in writing to the BSCC prior to the Effective Date, and (iv) if necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of this Easement Agreement.

11. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

THE COUNTY OF

By: _____
Name: _____
Title: _____

**BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA**

By: _____
Name: Kathleen T. Howard
Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF CALIFORNIA**

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

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State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXECUTION COPY

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the easement interest in real property conveyed by the Easement Agreement for Grants of Access Utilities, and Repairs dated as of _____, 20__ for reference only from the County of _____, a Political Subdivision of the State of California to the State of California on behalf of the Board of State and Community Corrections of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

Date: _____

APPROVED

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: _____
Name: Kathleen T. Howard
Title: Executive Director

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

Date: _____

EXECUTION COPY

EXHIBIT 1 TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE SITE

FORM OF DOCUMENT

EXECUTION COPY

EXHIBIT 2 TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE EASEMENT PROPERTY

FORM OF DOCUMENT

EXHIBIT D

(Form of Legal Opinion Letter)

[LEGAL COUNSEL LETTERHEAD]

[Client]

State Public Works Board
of the State of California
Sacramento, California

Re: Ground Lease By and Between [insert name of the Participating County] and the
Board of State and Community Corrections for the [insert name of the Project]
Located at [insert address of the Site]

Ladies and Gentlemen:

I am legal counsel for [insert name of client] with respect to the above referenced matter. I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, exhibits, public records and other instruments in connection with the Ground Lease dated as of August 25, 2017 for reference only between [insert name of the Participating County], as landlord, and the Board of State and Community Corrections of the State of California (the "BSCC"), as tenant, (the "Ground Lease"), and have conducted such other investigations of fact and law as I have deemed necessary for the purpose of this opinion.

I am of the opinion that:

[Use one of the following alternatives]

[Alternative 1: If the Participating County is the client]

1. The [insert name of the Participating County] is a political subdivision of the State of California created in accordance with the provisions of the Constitution of the State of California, with full legal right, power and authority to enter into and perform its obligations under the Ground Lease *[if easements are being granted under the terms of an Easement Agreement in the form of Exhibit C to the Ground Lease, add: "and Easement Agreement in the form attached as Exhibit C to the Ground Lease" and revise letter accordingly].*

[Alternative 2: If the BSCC is the client]

1. The BSCC is an entity of state government of the State of California with full legal right, power and authority to enter into and perform its obligations under the Ground Lease *[if*

EXECUTION COPY

easements are being granted under the terms of an Easement Agreement in the form of Exhibit C to the Ground Lease, add: "and Easement Agreement in the form attached as Exhibit C to the Ground Lease" and revise letter accordingly].

[The following provisions apply regardless of the client]

2. The Ground Lease [and Easement Agreement] [has/have] been duly authorized, executed and delivered by [insert name of client], and [is/are] valid and binding upon and enforceable against the [insert name of client] in accordance with [its/their] terms if [it is/they are] in like fashion valid and binding upon and enforceable against the respective other parties thereto, except that enforceability may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

3. The execution and delivery by the [insert name of client] of the Ground Lease [and Easement Agreement] and compliance with the provisions thereof do not and will not materially conflict with or constitute on the part of the [insert name of client] a breach of or a default under the law, administrative regulation, judgment, decree or any agreement or other instrument known to me which the [insert name of client] is a party or otherwise subject.

4. All actions on the part of the [insert name of client] necessary for the execution and performance of the Ground Lease [and Easement Agreement] have been duly and effectively taken, and no consent, authorization or approval of, or filing or registration with, any governmental or regulatory officer or body not already obtained or not obtainable in due course by the [insert name of client] is required to be obtained by the [insert name of client] for the making and performance of the Ground Lease [and Easement Agreement] .

5. There is no action, suit or proceeding pending (with the service of process having been accomplished) to restrain or enjoin the execution and delivery of the Ground Lease [and Easement Agreement], or in any way contesting or affecting the validity of the Ground Lease [and Easement Agreement].

Very truly yours,

[INSERT NAME OF CLIENT]

By: _____

Name: _____

Its: _____



DANIEL C. CEDERBORG
County Counsel

August 25, 2017

County of Fresno
Fresno, California

State Public Works Board
of the State of California
Sacramento, California

Re: Ground Lease By and Between the County of Fresno and the Board of State and Community Corrections for the West Annex Jail Project Located at 2208 Merced Street, Fresno, California 93721

Ladies and Gentlemen:

I am legal counsel for the County of Fresno with respect to the above referenced matter. I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, exhibits, public records and other instruments in connection with the Ground Lease dated as of August 25, 2017 for reference only between the County of Fresno, as landlord, and the Board of State and Community Corrections of the State of California (the "BSCC"), as tenant, (the "Ground Lease"), and have conducted such other investigations of fact and law as I have deemed necessary for the purpose of this opinion.

I am of the opinion that:

1. The County of Fresno is a political subdivision of the State of California created in accordance with the provisions of the Constitution of the State of California, with full legal right, power and authority to enter into and perform its obligations under the Ground Lease and Easement Agreement in the form attached as Exhibit C to the Ground Lease.

2. The Ground Lease and Easement Agreement have been duly authorized, executed and delivered by the County of Fresno, and are valid and binding upon and enforceable against the County of Fresno in accordance with their terms if they are in like fashion valid and binding upon and enforceable against the respective other parties thereto, except that enforceability may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

3. The execution and delivery by the County of Fresno of the Ground Lease and Easement Agreement and compliance with the provisions thereof do not and will not materially conflict with or constitute on the part of the County of Fresno a breach of or a default under the law, administrative regulation, judgment, decree or any agreement or other instrument known to me which the County of Fresno is a party or otherwise subject.

4. All actions on the part of the County of Fresno necessary for the execution and performance of the Ground Lease and Easement Agreement have been duly and effectively taken, and no consent, authorization or approval of, or filing or registration with, any governmental or regulatory officer or body not already obtained or not obtainable in due course by the County of Fresno is required to be obtained by the County of Fresno for the making and performance of the Ground Lease and Easement Agreement.

5. There is no action, suit or proceeding pending (with the service of process having been accomplished) to restrain or enjoin the execution and delivery of the Ground Lease and Easement Agreement, or in any way contesting or affecting the validity of the Ground Lease and Easement Agreement.

Very truly yours,

COUNTY OF FRESNO

By: 
Name: Brian Lee Melikian
Its: Chief Deputy County Counsel



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 VENTURE OAKS WAY, SUITE 200 • SACRAMENTO CA 95833 • 916.445.5073 • BSCC.CA.GOV



EDMUND G. BROWN, JR.
Governor

August 25, 2017

State Public Works Board
State of California
Attn: Executive Director
915 L Street, 9th Floor
Sacramento, California

Re: Ground Lease By and Between County of Fresno and the
Board of State and Community Corrections for the West Annex Jail Located at 2208 Merced Street,
Fresno, CA 93721

Ladies and Gentlemen:

I am legal counsel for the Board of State and Community Corrections with respect to the above referenced matter. I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, exhibits, public records and other instruments in connection with the Ground Lease dated as of August 25, 2017 for reference only between County of Fresno, as landlord, and the Board of State and Community Corrections (the "BSCC"), as tenant, (the "Ground Lease"), and have conducted such other investigations of fact and law as I have deemed necessary for the purpose of this opinion.

I am of the opinion that:

1. The BSCC is an entity of state government of the State of California with full legal right, power and authority to enter into and perform its obligations under the Ground Lease.
2. The Ground Lease and Easement Agreement have been duly authorized, executed and delivered by the BSCC and are valid and binding upon and enforceable against the BSCC in accordance with their terms if they are in like fashion valid and binding upon and enforceable against the respective other parties thereto, except that enforceability may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.
3. The execution and delivery by the BSCC of the Ground Lease and Easement Agreement and compliance with the provisions thereof do not and will not materially conflict with or constitute on the part of the BSCC a breach of or a default under the law, administrative regulation, judgment, decree or any agreement or other instrument known to me which the BSCC is a party or otherwise subject.
4. All actions on the part of the BSCC necessary for the execution and performance of the Ground Lease and Easement Agreement have been duly and effectively taken, and no consent, authorization or approval of, or filing or registration with, any governmental or regulatory officer or body not already obtained or not obtainable in due course by the Board of State and Community Corrections is required to be obtained by the Board of State and Community Corrections for the making and performance of the Ground Lease and Easement Agreement.

Aaron Maguire

Page 2

5. There is no action, suit or proceeding pending (with the service of process having been accomplished) to restrain or enjoin the execution and delivery of the Ground Lease and Easement Agreement, or in any way contesting or affecting the validity of the Ground Lease and Easement Agreement.

Very truly yours,

By: _____

Name: Aaron Maguire

Its: General Counsel

EXHIBIT E

List of the Permitted Encumbrances

1. Right of Entry for Construction and Operation, dated August 25, 2017.
2. A public pedestrian walkway for street purposes impacting the northwest corner of the county owned property in favor of the City of Fresno, recorded August 6, 1990 as Document 90091981.

EXHIBIT F

Pending and Threatened Lawsuits

None.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Fresno County
2220 Tulare Street, Suite 600
Fresno, CA 93721
Attention: Capital Projects Division Manager

09/07/2017.20170113475

NO DOCUMENTARY TRANSFER TAX DUE. This Ground Lease is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

[THE AREA ABOVE IS RESERVED FOR RECORDER'S USE]

**EASEMENT AGREEMENT FOR GRANTS OF
ACCESS, UTILITIES AND REPAIRS**

This Easement Agreement for Grants of Access, Utilities and Repairs (this "Easement Agreement"), dated for reference only as of August 25, 2017 is made by and between the COUNTY OF FRESNO, (the "Participating County"), a Political Subdivision of the State of California, as grantor, and the BOARD OF STATE AND COMMUNITY CORRECTIONS (the "BSCC"), an entity of state government of the State of California, as grantee. The Participating County and the BSCC are sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Participating County, as landlord, and the BSCC as tenant, entered into a ground lease dated as of August 25, 2017, for reference only, (the "Ground Lease") for the lease of that certain real property located in the County of Fresno and more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Site"); and

B. The Ground Lease provides that the Participating County, as owner of certain real property adjacent to the Site, shall grant Easements to the BSCC in the Easement Property, which is more particularly described in Exhibit 2, attached hereto and incorporated herein by this reference; and

C. The Participating County desires to grant and the BSCC desires to accept the grant of Easements in the Easement Property on the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Ground Lease or the Project Delivery and Construction Agreement.

2. Grant and Description of Easements.

2.1 Grant of Access Easement. The Participating County, as the owner of the Easement Property, hereby establishes and grants to and for the benefit of the BSCC and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement over and across the Easement Property as shown in Exhibit 2 hereto for purposes of ingress and egress to and from the Site and the Project (the "Access Easement"); provided, however, that rights pursuant to such Access Easement shall only be exercised if there is no reasonable access to the Site and the Project via adjacent public streets and roadways and subject to the security limitations set forth in Section 2.3 hereof; and provided further, that such Access Easement is only effective (i) during such times where the BSCC, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease.

2.2 Grant of Utilities and Repairs Easement. The Participating County, as the owner of the Easement Property, hereby grants to and for the benefit of the BSCC and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement across, over and under the Easement Property as shown in Exhibit 2 hereto for the purpose of: a) installation, maintenance and replacement of utility wires, cables, conduits and pipes for "Utilities", as defined below; and b) other purposes and uses necessary or desirable for the repair, operation and maintenance of the Facility (the "Utilities and Repairs Easement" and together with the Access Easement, the "Easements"); provided, however, that such Utilities and Repairs Easement is subject to the security limitations set forth in Section 2.3 hereof; and; provided further, that such Utilities and Repairs Easement is only effective (i) during such times where the BSCC, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease. "Utilities" shall mean any and all wet and dry utilities (including sewer) necessary or required to service the Facility, including, without limitation, all electrical, natural gas, water, sewer, telephone, data, and other telecommunications services.

2.3 Security Limitation on Easements. The exercise of the rights granted under the Easements will be expressly subject to the limitations and requirements imposed by the Participating County's customary security measures for the Participating County's facilities that may be located on the Easement Property (the "Security Measures"). Prior to the exercise of any rights under the Easements, the BSCC or the Board, as the case may be, or their respective lessees, successors or assigns shall contact the Capital Projects Division Manager to ensure that such exercise of rights granted under the Easements will be in compliance with the requirements of the Security Measures.

3. No Unreasonable Interference. The Participating County shall not conduct any activity on, under or about the Easement Property that would unreasonably interfere with the use

of the Easements.

4. Term of Easement Agreement; No Termination by Breach. The term of this Easement Agreement shall be coextensive with the Term of the Ground Lease, as such Term may be extended or terminated as provided in the Ground Lease. No breach of this Easement Agreement shall entitle any of the Parties hereunder to cancel, rescind, or otherwise terminate this Easement Agreement, but such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any breach.

5. Character. The Easements granted by this Easement Agreement shall be appurtenant to the Site and non-exclusive and for the use and benefit of the BSCC and the Board. This Easement Agreement is not intended to grant a fee interest in the Easement Property, nor is it intended to be a lease or a license. The BSCC acknowledges that the Easements herein granted are non-exclusive easements and that the Participating County and its successors and assigns may grant one or more additional non-exclusive easements in the Easement Property to third parties, so long as the rights granted by such easements do not materially interfere with or hinder the use of the Easements by the BSCC or the Board or that of their respective lessees, successors or assigns.

6. Covenants Running with the Land; Binding on Successors. Pursuant to California Civil Code section 1468, this Easement Agreement and the Easements are covenants related to the use, repair, maintenance and improvement of the properties benefited and burdened hereby, and, as such, the covenants set forth herein shall be binding upon the Easement Property and shall be binding upon all parties having or in the future acquiring any interest in the Easement Property.

7. Binding Effect. This Easement Agreement shall be binding on and shall inure to the benefit of the lessees, successors and assigns of the Participating County, the BSCC, and the Board.

8. Recordation of Easement Agreement. This Easement Agreement shall be recorded in the Official Records of Fresno County, State of California, and shall serve as notice to all parties succeeding to the interest of the Parties hereto that their use of the Site and the Project and the Easement Property shall be benefited or restricted, or both, in the manner herein described.

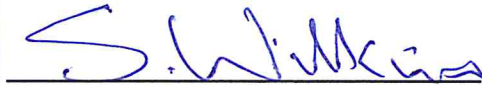
9. Entire Agreement; Amendments. This Easement Agreement contains the entire agreement of the Parties hereto relating to the Easements herein granted. Any representations or modifications concerning this Easement Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by the BSCC and approved by the Board and the current owner of the Easement Property and recorded in the Official Records of Fresno County, State of California.

10. Warranty of Authority. The Participating County represents and warrants as of the Effective Date that (i) it is the legal owner of the Easement Property, (ii) it has full power and authority to place the encumbrance of this Easement Agreement on the Easement Property, (iii) it has not conveyed (or purported to convey) any right, title or interest in or to the Easement Property, except as has been disclosed in writing to the BSCC prior to the Effective Date, and (iv) if

**EASEMENT AGREEMENT FOR
GRANTS OF ACCESS, UTILITIES AND REPAIRS
with the
BOARD OF STATE AND COMMUNITY CORRECTIONS
(Dated as of August 25, 2017)**

REVIEWED & RECOMMENDED
FOR APPROVAL

COUNTY OF FRESNO



MARGARET MIMS, Sheriff-Coroner



BRIAN PACHECO, Chairman
Board of Supervisors

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, County Counsel

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 
Chief Deputy

By 
Deputy

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA
Auditor-Controller/Treasurer-Tax Collector

By 

Fund / Subclass / Org / Account: Program:

0001 / 10000 / 1910 / 8150 91000	SB 1022 West Annex Jail
0001 / 10000 / 2540 / 7295 & 7608	Interest and Misc Expenditures
0001 / 10000 / 3111 / 7295 & 7400	Sheriff-Coroner
0400 / 10045 / 8845 / 8150 / 91157	SB 1022 (WAJ)
0400 / 10046 / 8846 / 8150 / 91158	Leasehold Improvements (WAJ)
0400 / 10047 / 8847 / 8150 / 91159	Central Plant / Tunnel (WAJ)
0400 / 10048 / 8848 / 8500 / 91160	Intangibles (WAJ)
0400 / 10049 / 8849 / 8150 / 91161	Non-Capitalizable Expend (WAJ)

Ref: SB 1022 Fresno County Easement Agreement - Execution Version - 8-25-17 (V.2 clean)


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necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of this Easement Agreement.

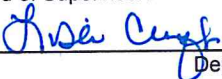
11. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Easement Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

COUNTY OF FRESNO

By: 
Name: Brian Pacheco
Title: Chairman, Board of Supervisors

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 
Deputy

**BOARD OF STATE AND
COMMUNITY CORRECTIONS OF
THE STATE OF CALIFORNIA**

By: _____
Name: Kathleen T. Howard
Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF CALIFORNIA**

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Fresno)

On August 24, 2017 before me, Lisa K. Craft, notary,
(here insert name and title of the officer)

personally appeared Brian Pacheco who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa K. Craft



(Seal)

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necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of this Easement Agreement.

11. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Easement Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

COUNTY OF FRESNO

By: _____
Name: Brian Pacheco
Title: Chairman, Board of Supervisors

**BOARD OF STATE AND
COMMUNITY CORRECTIONS OF
THE STATE OF CALIFORNIA**

By: Kathleen T. Howard
Name: Kathleen T. Howard
Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF CALIFORNIA**

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

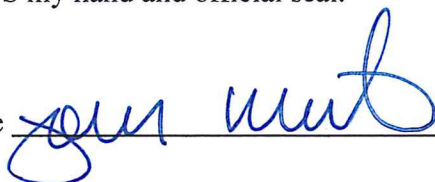
County of Sacramento)

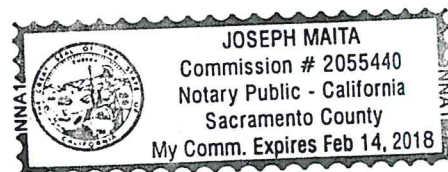
On 8/21/17 before me, Joseph MAITA, notary,
(here insert name and title of the officer)

personally appeared KATHLEEN T. HOWARD who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

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necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of this Easement Agreement.

11. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Easement Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

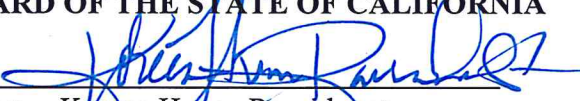
COUNTY OF FRESNO

By: _____
Name: Brian Pacheco
Title: Chairman, Board of Supervisors

**BOARD OF STATE AND
COMMUNITY CORRECTIONS OF
THE STATE OF CALIFORNIA**

By: _____
Name: Kathleen T. Howard
Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF CALIFORNIA**

By: 
Name: Koreen H. van Ravenhorst
Title: Deputy Director

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

EXECUTION COPY

necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of this Easement Agreement.

11. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

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COUNTY OF FRESNO

By: _____

Name: Brian Pacheco

Title: Chairman, Board of Supervisors

**BOARD OF STATE AND
COMMUNITY CORRECTIONS OF
THE STATE OF CALIFORNIA**

By: _____

Name: Kathleen T. Howard

Title: Executive Director

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF CALIFORNIA**

By: _____

Name: Koreen H. van Ravenhorst

Title: Deputy Director

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____

Name: Michael P. Butler

Title: Section Chief

Real Property Services Section

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the easement interest in real property conveyed by the Easement Agreement for Grants of Access Utilities, and Repairs dated as of August 25, 2017, for reference only from the County of Fresno, a Political Subdivision of the State of California to the State of California on behalf of the Board of State and Community Corrections of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: 
Name: Koreen H. van Ravenhorst
Title: Deputy Director

Date: _____

APPROVED

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: _____
Name: Kathleen T. Howard
Title: Executive Director

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

Date: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the easement interest in real property conveyed by the Easement Agreement for Grants of Access Utilities, and Repairs dated as of August 25, 2017, for reference only from the County of Fresno, a Political Subdivision of the State of California to the State of California on behalf of the Board of State and Community Corrections of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

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ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

Date: _____

APPROVED

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: Kathleen T. Howard
Name: Kathleen T. Howard
Title: Executive Director

Date: 08/21/17

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

Date: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the easement interest in real property conveyed by the Easement Agreement for Grants of Access Utilities, and Repairs dated as of August 25, 2017, for reference only from the County of Fresno, a Political Subdivision of the State of California to the State of California on behalf of the Board of State and Community Corrections of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

Date: _____

APPROVED


BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: _____
Name: Kathleen T. Howard
Title: Executive Director

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: 
Name: Michael P. Butler
Title: Section Chief
Real Property Services Section

Date: 8/25/2017

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EXHIBIT 1 TO EASEMENT AGREEMENT
LEGAL DESCRIPTION AND DEPICTION OF THE SITE

LEGAL DESCRIPTION OF THE SITE

That portion of Block 107 of the Town (now City) of Fresno, per map recorded in Book 1, Page 2 of Plats, Fresno County Records, situated in the Southwest quarter of Section 3, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Site

COMMENCING at the most easterly corner of said Block 107, said point bearing N41°58'59"W 135.04 feet from a found Brass Cap Monument in sidewalk marked "Fresno County Monument – Property Corner" as shown on that Record of Survey map recorded in Book 33, Page 93 of Record of Surveys, Fresno County Records;
thence S47°59'00"W 321.01 feet along the southeasterly line of said Block 107 to the most southerly corner of said Block 107;
thence N41°55'14"W 160.00 feet along the southwesterly line of said Block 107, to the TRUE POINT OF BEGINNING;
thence N41°55'14"W 239.50 feet along said southwesterly line of Block 107, to a point which lies 0.68 feet southeasterly of the most westerly corner of said Block 107;
thence N03°01'57"E 6.62 feet to a line parallel with and 4.00 feet northwesterly, from the northwesterly line of said Block 107;
thence N47°59'08"E 142.44 feet along said parallel line;
thence S41°58'27"E 180.08 feet to the southwesterly extension of the southeasterly face of the existing North Annex Jail building;
thence N47°59'27"E 30.11 feet along said southwesterly extension;
thence S41°58'27"E 36.99 feet;
thence S47°59'27"W 105.96 feet;
thence S41°58'27"E 27.11 feet;
thence S47°58'49"W 71.49 feet to the TRUE POINT OF BEGINNING.

Containing 34,996 square feet more or less

The Basis of Bearings for this description is the Southeasterly line of said Block 107 as shown on the Record of Survey recorded in Book 33 of Record of Surveys, Page 93, Fresno County Records. For the purpose of this description said Southeasterly line bears S47°59'00"W.

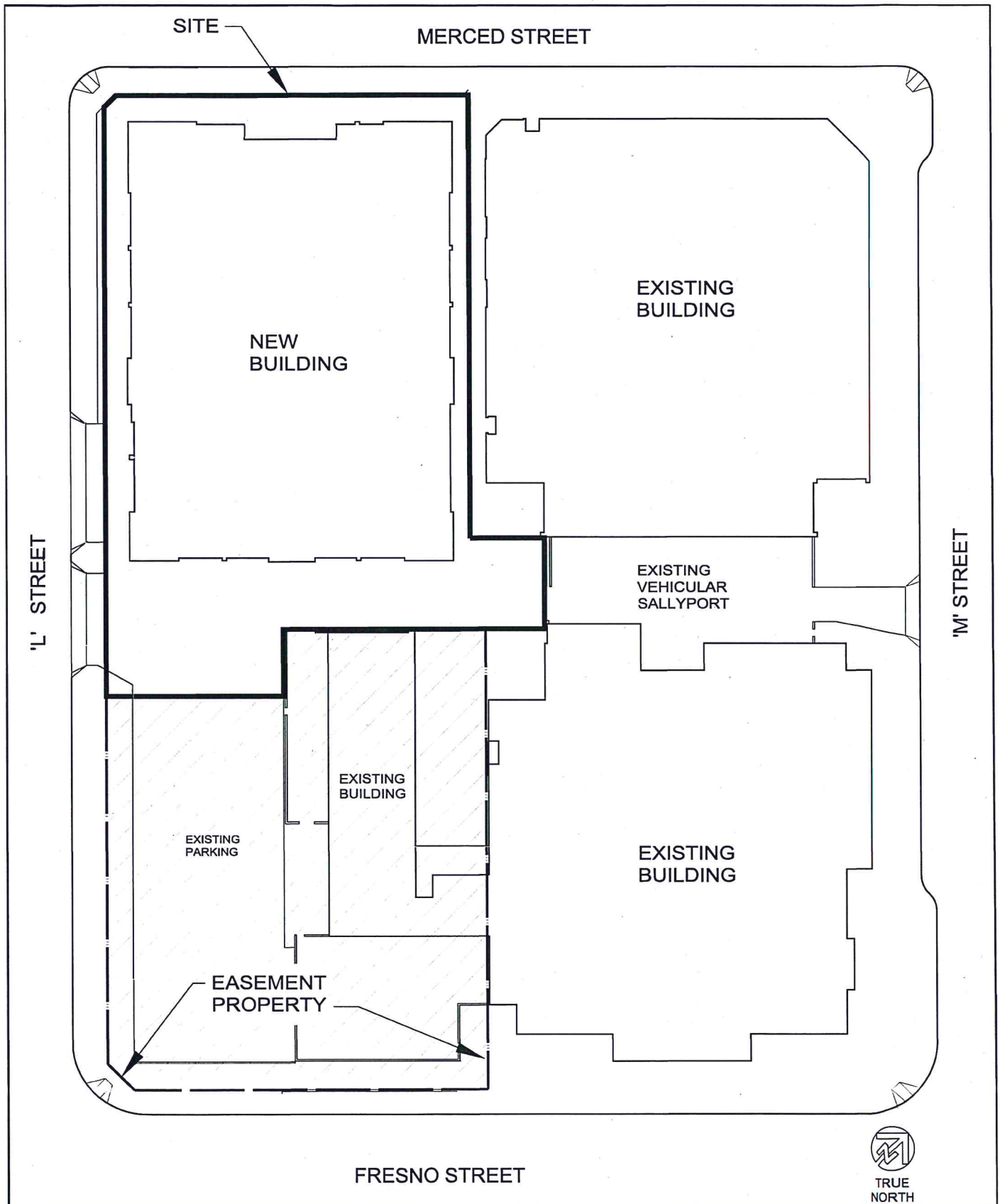
END OF DESCRIPTION



Date
Signed 5/22/17

Exhibit 1-2

Map of Site and Easement Property



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EXHIBIT 2 TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE EASEMENT PROPERTY

LEGAL DESCRIPTION OF THE EASEMENT PROPERTY

That portion of Block 107 of the Town (now City) of Fresno, per map recorded in Book 1, Page 2 of Plats, Fresno County Records, situated in the Southwest quarter of Section 3, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Easement Property

COMMENCING at the most easterly corner of said Block 107, said point bearing N41°58'59"W 135.04 feet from a found Brass Cap Monument in sidewalk marked "Fresno County Monument – Property Corner" as shown on that Record of Survey map recorded in Book 33, Page 93 of Record of Surveys, Fresno County Records;
 thence S47°59'00"W 166.13 feet along the southeasterly line of said Block 107, to the TRUE POINT OF BEGINNING;
 thence S47°59'00"W 144.31 feet along said southeasterly line;
 thence N86°58'07"W 14.94 feet to the southwesterly line of said Block 107;
 thence N41°55'14"W 149.43 feet along said southwesterly line;
 thence N47°58'49"E 71.49 feet;
 thence N41°58'27"W 27.11 feet;
 thence N47°59'27"E 83.11 feet to the northwesterly extension of the southwesterly face of the existing Main Jail building;
 thence S42°00'42"E 187.10 feet along the alignment of said southwesterly face of the Main Jail building, to the TRUE POINT OF BEGINNING.

Containing 26,958 square feet more or less

END OF DESCRIPTION



Date
Signed 5/22/17

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COOPERATION AGREEMENT

This COOPERATION AGREEMENT (the "Cooperation Agreement"), is executed and entered into as of August 4, 2017, by and between the STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA, an entity of state government of the State of California (the "Board"), and THE COUNTY OF FRESNO (the "Participating County").

WITNESSETH:

WHEREAS, pursuant to Chapter 3.13 of Part 10b of Division 3 of Title 2 of the California Government Code (commencing at Section 15820.92), the Board is authorized to finance the acquisition, design and construction of a jail facility approved by the Board of State and Community Corrections (the "Local Criminal Justice Facilities Financing Program");

WHEREAS, the Participating County has proposed to construct a jail facility, the Fresno County Jail project, to be located at 2208 Merced Street, Fresno, California (the "Project") pursuant to the Local Criminal Justice Facilities Financing Program;

WHEREAS, the Participating County is contributing funding to pay a portion of the costs of the Project (the "County Funding Contribution"), in part, from the proceeds of the \$92,955,000 The California County Tobacco Securitization Agency Tobacco Settlement Asset-Backed Bonds (Fresno County Tobacco Funding Corporation), Series 2002 (the "2002 Bonds"), \$39,015,131.40 The California County Tobacco Securitization Agency Tobacco Settlement Asset-Backed Bonds (Fresno County Tobacco Funding Corporation) Subordinate Series 2006 (the "2006 Bonds", together, the "County Bonds"), secured by assets other than the Project. The proceeds of the County Bonds will be applied, together with proceeds from the sale of land financed by proceeds of the 2006 Bonds, certain amounts contributed from the Participating County's General Fund, and certain Proposition 172 contingency funds, to fund the County Funding Contribution (a schedule describing the proposed funding sources is attached as Exhibit A).

WHEREAS, the Board intends to assist in the oversight and financing of the Project, subject to satisfaction of certain conditions and requirements of the Board, and the Board may in its sole, reasonable discretion, issue lease revenue bonds for the Project (the "Board Bonds");

WHEREAS, in connection with the issuance of the Board Bonds and County Bonds, a tax or arbitrage certificate (each, a "Tax Certificate") has been or will be delivered, containing certain covenants and restrictions which will continue to exist until the complete retirement of the Board Bonds or County Bonds (including any tax-exempt bonds refunding such obligations), whichever is later;

WHEREAS, the Board and the Participating County desire to agree with respect to certain ongoing restrictions to be contained in the Tax Certificates and to agree with respect to certain other matters contained herein;

NOW, THEREFORE, THE BOARD AND THE PARTICIPATING COUNTY HEREBY AGREE AS FOLLOWS:

SECTION 1. Definitions. Capitalized terms used in this Cooperation Agreement and not otherwise defined in the Tax Certificates shall have the following meanings:

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“Lease Arrangement” means any leasehold or similar possessory interest of a defined physical area within the Project.

“Private Business Use” has the meaning given to such term in section 141(b)(1) of the Code and related Treasury Regulations, including Section 1.141-3.

“Services Contract” means any contract for services to be rendered with respect to the Project (such as a food concession agreement) that does not satisfy one of the safe harbor provisions of Revenue Procedure 2017-13 (or subsequent formal guidance) and is not otherwise excluded from constituting Private Business Use under Revenue Procedure 2017-13 (or subsequent formal guidance) or Treasury Regulations Section 1.141-3.

SECTION 2. Cooperation. The County Funding Contribution, which will be funded by the County Bonds and certain other contributions referenced above, has been approved by various state agencies as detailed in the Local Criminal Justice Facilities Jail Financing Program and related regulations. The County acknowledges and agrees that the County Bonds were issued before the Board Bonds and are not incompatible with the Board Bonds. The Board and the Participating County desire to cooperate and achieve agreement as to certain federal tax law compliance matters prior to the sale of the Board Bonds to help ensure the Board will be able to issue the Board’s Bonds in its normal and customary manner. To this end, the Participating County agrees to provide all necessary and desired certifications that may be reasonably required by the Board regarding the portion of the County Funding Contribution funded with proceeds of the County Bonds.

SECTION 3. Allocation. The Board and the Participating County hereby agree that they shall utilize the allocation methodology described in Exhibit A for purposes of the Federal income tax restrictions with respect to the Board Bonds and the County Bonds.

SECTION 4. General Tax Compliance. The Participating County will not undertake any action that adversely affects the exclusion from gross income of the interest paid or to be paid on any of the Board Bonds or the County Bonds. The Participating County will cooperate with the Board regarding the Board’s post issuance tax responsibilities with respect to the Board Bonds and abide by the restrictions of the Tax Certificates and this Cooperation Agreement with respect to the Board Bonds and the County Bonds. If the Participating County shall fail to keep, observe or perform the foregoing covenants, the Board may exercise any and all remedies available pursuant to law to enforce such covenants and the Participating County agrees to pay to the Board all damages recoverable at law that the Board may incur by reason of such failure of the Participating County to keep, observe or perform such covenants.

SECTION 5. Private Business Use Compliance. In the Tax Certificates, the Participating County will make (or has made) certain covenants relating to Private Business Use of the Project. In furtherance of those covenants, the Participating County covenants that no more than the lesser of 10% (or 5% for unrelated use) or \$15 million of the proceeds of the Board Bonds and the County Bonds, respectively for each issue, or of the Project allocated to such proceeds has been or will be used in the aggregate for any activities that constitute a Private Business Use. The Participating County will actively monitor Private Business Use at the Project. The Participating County represents that it reasonably expects that Amendment No. 1 To Detention Services Intergovernmental Agreement No. 97-02-0015 (the “Amendment”), amending Detention Services Intergovernmental Agreement each between the Participating County and the United States Marshals Service (the “Federal Government”) (together with the Amendment, the “Agreement”), will be entered into in the form

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attached as Exhibit B. Participating County understands that execution of the Amendment is a condition to receipt of proceeds of Board Bonds. In addition, the Participating County understands that, as of the closing date of the Board Bonds, it will represent that it does not expect that more than fifteen beds in the Project will be occupied by federal detainees at any one time, pursuant to the Agreement, and that the Project is not being sized for the purposes of accommodating the Agreement.

SECTION 6. Post Issuance Compliance; Including Recordkeeping. The Participating County understands that post issuance compliance with the restrictions contained in the Tax Certificates for the Board Bonds and County Bonds is required to ensure that interest on the Board Bonds and County Bonds remains excluded from gross income for federal income purposes. In furtherance thereof, the Participating County hereby agrees to:

(a) Assign responsible personnel of the Participating County to monitor and ensure compliance with the restrictions contain in the Tax Certificates;

(b) Provide adequate training to responsible Participating County personnel to ensure compliance with the Tax Certificates and this Cooperation Agreement;

(c) Have Participating County personnel regularly review the restrictions of the Tax Certificates and this Cooperation Agreement and establish adequate record retention and calendaring mechanisms internally to ensure that the Participating County will be able to establish post issuance compliance with the restrictions of the Tax Certificates and this Cooperation Agreement. In particular, the Participating County will maintain records detailing the expenditure and investment of County Bond proceeds, as provided in the Tax Certificates.

(d) Regularly consult with the Board regarding any issues that arise regarding post issuance compliance (including any failure or anticipated failure to expend County Bond proceeds during the periods described in the Tax Certificates or any changes in use of the Project). The Participating County understands that the use of the Project must be monitored throughout the term to maturity of the Board Bonds and County Bonds, and records must be retained by the Participating County to the date specified in the Tax Certificates regarding any contracts or other arrangements, including any Lease Arrangement and Services Contract, relating to use of the Project.

SECTION 7. IRS Audit Responsibilities. Except as otherwise provided, the Board shall be responsible for managing any Internal Revenue Service examination of any of the Board Bonds, and the Participating County shall be responsible for managing any Internal Revenue Service examination of the County Bonds. For any such examination of Board Bonds, the Board will take the leadership responsibility, but the Participating County agrees to be actively involved.

SECTION 8. Amendment. All amendments to this Cooperation Agreement shall be in writing and signed by the parties hereto.

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SECTION 9. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or sent by first class mail, as follows:

If to the Participating County:

County of Fresno
2281 Tulare Street, Room 105
Fresno, California 93721
Attention: Auditor-Controller / Treasurer-Tax Collector

If to the Board:

State Public Works Board of the State of California
915 L Street
Sacramento, California 95814
Attention: Executive Director

SECTION 10. Severability. If any section, paragraph, sentence, clause or provision of the Cooperation Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of the Cooperation Agreement.

SECTION 11. Governing Law. This Cooperation Agreement shall be construed and governed in accordance with the laws of the State of California.

SECTION 12. Execution. The Cooperation Agreement 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 agreement.

COOPERATION AGREEMENT

EXECUTION COPY

IN WITNESS WHEREOF, the Board and the Participating County have caused the Cooperation Agreement to be executed each on its behalf as of the day and year first above written.

STATE PUBLIC WORKS BOARD OF THE STATE
OF CALIFORNIA

By: 
Koreen van Ravenhorst
Deputy Director

COUNTY OF FRESNO


By: 
Brian Pacheco
Chair, Board of Supervisors

Exhibit A

Allocation of Project Expenditures

For allocation purposes under Section 103 and Sections 141-150 of the Code, the Participating County and the Board shall utilize direct tracing. Attached hereto is a schedule showing the projected expected tracing of the proceeds of the Board Bond and County Funding Contribution sources to expenditures.

WEST ANNEX JAIL PROJECT
PROJECTED FUNDING SOURCES BY COUNTY BUDGET ORG NUMBER¹
AS OF MAY 15, 2017

ORG	ORG TITLE	Mendota Sale Proceeds	2002 Tobacco Bond Proceeds	2006 Tobacco Bond Proceeds	General Fund	Total County Funds	Total State SB 1022 Funds	TOTAL
2540 & 31111000	Interest & Misc; and Sheriff							
1910	Capital Projects	34,130			251,000	251,000		251,000
8845	State SB 1022 (WAU) ²					34,130	79,194,000	79,194,000
8846	Leasehold Improvements (WAU) ²	1,166,194	1,234,611	1,029,541	5,100,797	8,531,143		8,531,143
8847	Central Plant/Tunnel (WAU)		1,066,270	5,734,823	723,914	7,525,007		7,525,007
8848	Intangibles (WAU)			55,000		55,000		55,000
8849	Non-Capitalized Expend (WAU)					0		0
Sub Totals:		1,200,323	2,300,881	6,819,364	6,075,711	16,396,280	79,194,000	95,590,280
							Land Value:	437,000
							Total Eligible Project Costs:	96,027,280


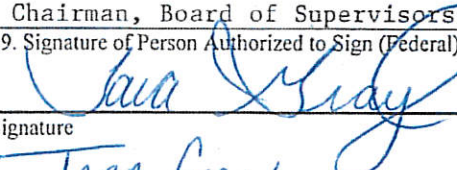
¹ All amounts are a combination of actual and estimated expenditures, and subject to reallocation among Orgs as incurred.

² Amounts shown for Org 8845 and Org 8846 are funds that will be spent on the West Annex Jail Site.

Exhibit B


**U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division**

**Detention Services
Intergovernmental Agreement**

1. Agreement Number 97-02-0015	2. Effective Date JUL 1 2017	3. Facility Code(s) 9CM	4. DUNS Number 61-366-5769
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3 3 rd Floor Washington, D.C. 20530-0001		6. Local Government Fresno County 1220 M Street Fresno Fresno, CA 93717 Tax ID No: 94-6000512	
7. Appropriation Data 15X1020		8. Local Contact Person Jennifer Horton, Captain 9. Telephone: 559-600-8070 Fax: Email: Jennifer.Horton@fresnosheriff.org	
Services		Estimated Number of Federal Beds	Per Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.		11. Male: 130 Female: 15 Total: 145	12. \$125.00
13a. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS 13b. <input type="checkbox"/> Department of Labor Wage Determination		14. Guard/Transportation Hourly Rate: N/A Court and Medical/Hospital Guard Transportation is encompassed in per diem.	
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		16. Signature of Person Authorized to Sign (Local) Signature:  Print Name: Brian Pacheco Title: Chairman, Board of Supervisors Date: 6/29/17	
17. Federal Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	18. Other Authorized Agency User <input checked="" type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE	19. Signature of Person Authorized to Sign (Federal) Signature:  Print Name: TARA GRAY Title: Grants Specialist Date: 7-13-17	

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 
Deputy

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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **Fresno County**, State or County Government (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **Fresno County Jail** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at

least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such

an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

Affordable Care Act

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at <http://www.hhs.gov/opa/affordable-care-act/>.

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After forty-eight (48) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After forty-eight (48) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #14 on page one (1) of this Agreement. After forty-eight (48) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Restrictive Housing and Suicide Prevention

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40 minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, "restrictive housing" means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, "vulnerable population" means juveniles and individuals with serious mental illness.

Prison Rape Elimination Act (PREA)

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <http://www.dol.gov/oasam/regs/statutes/351.htm>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #13b on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate (**\$125.00**) for services is stipulated in block #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **Fresno County's** actual cost experience in providing the service. **The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for forty-eight (48) months.** The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After forty-eight (48) months, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

Agreement Number 97-02-0015

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

**UNITED STATES MARSHALS SERVICE
EASTERN DISTRICT OF CALIFORNIA
ROBERT. MATSUI U.S. COURTHOUSE
501 I STREET, SUITE 5600
SACRAMENTO, CA 95814-7304
916-930-2030)**

**BUREAU OF PRISONS
COMMUNITY CORRECTIONS OFFICE
501 I STREET, SUITE 9-400
SACRAMENTO, CA 95814
915-930-2010**

**IMMIGRATION AND CUSTOMS ENFORCEMENT
FOD- LAGUNA NIGUEL
2400 AVILA ROAD, Suite 2104
LAGUNA NIGUEL, CA 92677-0080
949-360-2262**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Core Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

Published February 2008

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Agreement with United States Marshals Service Agreement No 97-02-0015

REVIEWED & RECOMMENDED
FOR APPROVAL

COUNTY OF FRESNO



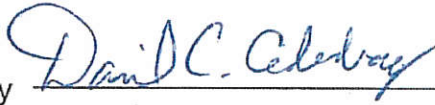
MARGARET MIMS, Sheriff-Coroner



Brian Pacheco, Chairman,
Board of Supervisors

APPROVED AS TO LEGAL FORM:

ATTEST:



By Daniel C. Cederborg, County Counsel

Bernice E. Seidel, Clerk to the
Board of Supervisors



APPROVED AS TO ACCOUNTING FORM:
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

By 

Fund	0001
Subclass	10000
ORG	31114000
Account	5031

**AMENDMENT NO. 1
TO
DETENTION SERVICES INTERGOVERNMENTAL AGREEMENT NO. 97-02-0015**

This Amendment No. 1 to Detention Services Intergovernmental Agreement No. 97-02-0015 ("Amendment No. 1"), dated as of July 1, 2017, is by and between the United States Marshals Service ("Federal Government") and the County of Fresno ("Local Government") and amends, in part, Detention Services Intergovernmental Agreement No. 97-02-0015, dated as of July 1, 2017 (the "Agreement"), between the parties hereto. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. This Amendment No. 1 is being entered into in order to facilitate the financing of the new facility (referred to herein as the "West Annex") which will be accomplished through the issuance of lease revenue bonds (the "Bonds") by the State Public Works Board of the State of California (the "Board").
2. Prior to the issuance of the Bonds, the Local Government will enter into a ground lease (the "Ground Lease") with the Board of State and Community Corrections of the State of California ("BSCC") leasing to BSCC the land upon which the West Annex will be located. BSCC and the Board will enter into a site lease and a facility lease (the "State Leases") with respect to the Bonds and BSCC will then sublease the West Annex back to the Local Government (together with the Ground Lease and the State Leases, the "Financing Leases").
3. The Federal Government agrees that notwithstanding any provision in the Agreement to the contrary, the Agreement does not confer upon the Federal Government any right, title or interest in the West Annex, but if such right, title or interest may otherwise exist, the Agreement will be subordinate and subject to the terms of the Financing Leases.
4. Notwithstanding any provision in the Agreement to the contrary, the Local Government has the right, without penalty or cause, to terminate the Agreement at any time upon at least thirty (30), but not later than fifty (50), calendar days written notice.
5. The Local Government reasonably expects, at the date hereof, that no more than fifteen (15) beds in the West Annex shall be occupied by federal detainees at any one time pursuant to the terms of the Agreement.
6. Except as stated herein, all provisions of the Agreement remain in full force and effect.

7. This Amendment No. 1 may be executed in one or more counterparts.

UNITED STATES MARSHALS SERVICE

By: [Signature]

Title: Chief D/S

Date: 6/29/17

COUNTY OF FRESNO

By: [Signature]

Title: Chairman Board of Supervisors

Date: 6-21-17

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: Susan Bishop
Deputy

1 Amendment No. 1 to New Agreement with United States Marshals Service

2 Agreement No 97-02-0015

4 REVIEWED & RECOMMENDED
5 FOR APPROVAL

COUNTY OF FRESNO

6 *JB Captin for*
7 MARGARET MIMS, Sheriff-Coroner

Brian Pacheco
Brian Pacheco, Chairman,
Board of Supervisors

10 APPROVED AS TO LEGAL FORM:

11 *Beth Miller*
12 *Chief Deputy for*
13 By Daniel C. Cederborg, County Counsel

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By *Susan Bishop*
Deputy

16 APPROVED AS TO ACCOUNTING FORM:

17 Oscar J. Garcia, CPA
18 Auditor-Controller/Treasurer-Tax Collector


19 *Oscar J Garcia*
20 By


22 Fund 0001
23 Subclass 10000
24 ORG 31114000
25 Account 5031

Cooperation Agreement with the
State Public Works Board of the State of California

REVIEWED & RECOMMENDED
FOR APPROVAL

COUNTY OF FRESNO


MARGARET MIMS, Sheriff-Coroner


BRIAN PACHECO, Chairman
Board of Supervisors

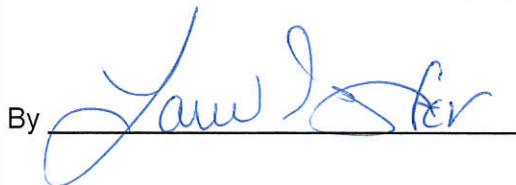
APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, County Counsel

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 
Chief Deputy

By 

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA
Auditor-Controller/Treasurer-Tax Collector

By 

Fund / Subclass / Org / Account: Program:

0001 / 10000 / 1910 / 8150 91000	SB 1022 West Annex Jail
0001 / 10000 / 2540 / 7295 & 7608	Interest and Misc Expenditures
0001 / 10000 / 3111 / 7295 & 7400	Sheriff-Coroner
0400 / 10045 / 8845 / 8150 / 91157	SB 1022 (WAJ)
0400 / 10046 / 8846 / 8150 / 91158	Leasehold Improvements (WAJ)
0400 / 10047 / 8847 / 8150 / 91159	Central Plant / Tunnel (WAJ)
0400 / 10048 / 8848 / 8500 / 91160	Intangibles (WAJ)
0400 / 10049 / 8849 / 8150 / 91161	Non-Capitalizable Expend (WAJ)