

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (hereinafter referred to as “Agreement”) is effective as of July 1, 2015, by and between the RANCHO MURIETA COMMUNITY SERVICES DISTRICT, a special district (hereinafter referred to as “Licensor”) and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (hereinafter referred to as “Sponsor” or “Licensee”).

BACKGROUND

A. Ownership. Licensor is the owner of 15160 Jackson Road, which is more particularly described in Exhibit “A”, and situated in Rancho Murieta, California, hereinafter referred to as the “Premises”.

B. License. Sponsor desires a license to use a portion of the Premises as a Community Safety Center (hereinafter referred to as “Safety Center”), collectively referred to hereinafter as the “Facility”: a mutually agreed area of approximately 144 square feet, as more particularly shown on Exhibit “B” attached hereto and made a part hereof by reference, together with the non-exclusive right to use the common area of the building identified as “VIPS Location and Common Area Office Space” as well as the conference room of the building identified as “Conference Room”, including the exclusive right to parking spaces numbered 22, 23, and 24, in the attached Exhibit “B”, and the non-exclusive right to use all the other parking spaces (other than spaces numbered 22, 23, and 24) as identified. The Licensor is willing to grant to Sponsor a license to use the Facility as a Safety Center on the following terms and conditions as contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, Licensor and Sponsor agree as follows:

1. Permission. Licensor hereby grants to Sponsor a license to use the Facility, which is located at 15160 Jackson Road, Rancho Murieta, California, 95683, as a Safety Center, and in accordance with the provisions of this Agreement.

2. Term. The term of this license (hereinafter referred to as “Term”) shall commence on May 1, 2015, and shall terminate at 12:00 o’clock midnight, local time, on the last day of the calendar month which completes five (5) full years from the commencement date.

3. Early Termination. Notwithstanding anything to the contrary contained herein, either party reserves the right to terminate this Agreement upon thirty (30) days prior written notice to the other party, which termination shall not be effective until after the twelfth (12th) month of the Term.

4. Access and Use Rights. This grant of license provides for non-exclusive use of the Facility by Sponsor as a Safety Center. Sponsor's use of the Facility shall be exercised in a manner that does not interfere with Licensor's other use or occupation of the Premises or Licensor's other real or personal property. Sponsor's use of the Facility shall at all times be lawful and in compliance with all applicable governmental (i.e. State, local, federal) statutes, laws, requirements and regulations. Licensor shall have the right to use the facility for its own purposes when not in use by Sponsor.

5. Facility Condition. Sponsor has inspected and accepts the Facility in "as is" condition, and agrees that Licensor shall have no responsibility for or due to the condition of the Facility to Sponsor or to any of Sponsor's invitees or guests. Sponsor acknowledges that it is licensing the Facility without any warranty or representation by Licensor as to the condition of the Facility or its fitness for Sponsor's Safety Center.

Pursuant to California Civil Code §1938, Licensor states that the Facility:

 X Has not undergone an inspection by a Certified Access Specialist (CASp).

 Has undergone an inspection by a CASp and it was determined that the Leased Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

 Has undergone an inspection by a CASp and it was determined that the Leased Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

6. Damage to Facility. Sponsor agrees that it shall utilize the Facility for the safe exercise of its intended use, with the cost of operating the Safety Center to be borne solely by Sponsor, in accordance with the provisions of this Agreement. Sponsor shall at all times deliver the Facility to Licensor in substantially the same condition as existed immediately prior to Sponsor's use. Sponsor agrees that if its use of the Facility causes damage to the Facility or any Licensor real or personal property, Sponsor shall be responsible for the full cost to repair the damage. Licensor shall invoice, and Sponsor shall reimburse Licensor the full cost outlined in the invoice in a lump sum payment within thirty (30) days of receipt of invoice, unless other mutually acceptable arrangements are made.

7. Facility Repairs and Improvements. Sponsor shall not make any repairs, or install any improvements or make any alterations without the Licensor's consent.

(a) Repairs. Upon Sponsor's request for a repair to the Facility, Licensor will dispatch the required repairman within a reasonable timeframe. There will be no cost to Sponsor for repairs to the Facility unless the cause of the repair was due to Sponsor's negligent use of the Facility. In the event it is determined that the repair is due to Sponsor's negligent use of the Facility, Licensor shall perform the necessary repairs and invoice Sponsor for the full cost of the repair. Sponsor shall reimburse Licensor the full cost outlined in the invoice in a lump sum

payment within thirty (30) days of receipt of invoice, unless other mutually acceptable arrangements are made.

(b) Improvements and Alterations. Upon Sponsor's request for an improvement or alteration to the Facility, Licensor will provide a written estimate for all requested work prior to work commencing, or authorize Sponsor to obtain its own cost estimate, and contract a vendor, for Sponsor's improvement or alteration requirements. In the event Licensor provides the written estimate, upon completion of the improvement or alteration, Licensor shall invoice Sponsor for the full cost of the work. Sponsor shall reimburse Licensor the full cost outlined in the invoice in a lump sum payment within thirty (30) days of receipt of invoice, unless other mutually acceptable arrangements are made.

(c) Contacts. To request repairs, improvements, and alterations, please contact Licensor using the following contact method:

Telephone: (916) 354-3700

8. Risk of Hazards.

(a) Sponsor shall not use or allow the Facility or any part thereof to be used or occupied for any purpose other than as a Safety Center, nor for any unlawful purpose, and Sponsor shall not allow any act to be done or condition to exist in the Facility or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may make void or voidable any insurance then in force or required under this Agreement.

(b) Sponsor shall carefully survey the Facility for any dangerous conditions or hazards prior to each separate time it enters and exits the Facility, and shall be responsible for notifying Licensor promptly of any conditions that Sponsor deems to present a danger or hazard.

9. Licensor's Responsibilities. Licensor shall comply with the following service requirements:

(a) Access. Licensor shall provide Sponsor with keys and security alarm codes, if needed, for Facility access.

(b) Metered and Hourly Services and Utilities. Licensor shall pay for the following services and utilities charged to the Facility as described below:

▪ **Gas & Electricity.** Licensor shall pay gas and electricity utility charges for heating, cooling, lighting, and operation of all office equipment, including computers, used in the Facility, at Licensor's sole cost and expense.

▪ **Waste Removal.** Licensor shall furnish regular and adequate garbage, waste and recyclable material removal services to the Facility, at Licensor's sole cost and expense.

- **Sewer/Septic System and Water.** Licensor shall furnish sewer/septic system and water service to the Facility, at Licensor's sole cost and expense.
- **Janitorial Service.** Licensor shall provide all necessary janitorial service as described in Exhibit "C", attached hereto and incorporated herein by this reference.
- **Pest Control.** Licensor shall provide all structural and non-structural pest control service for the Facility, at Licensor's sole cost and expense.
- **Landscaping and Parking Lot Maintenance.** Licensor shall provide all landscape and parking lot maintenance.
- **Mechanical Systems Maintenance.** Licensor shall inspect, service, maintain, and repair the HVAC systems of the Facility, at Licensor's sole cost and expense.
- **Facility Maintenance.** Licensor shall keep the Facility in good order, repair, and tenantable condition at all times during the Term; including, but not limited to: the roof, ceiling, interior and exterior walls and doors, glazing, flooring, plumbing, water pipes, hot water heater, kitchen appliances, alarm systems, fire extinguishers, lighting (including, but not limited to, bulbs, tubes, fixtures, lens covers, ballasts, emergency lights, security lights and exterior lights), heating, ventilating and air conditioning units, toiletry dispensers, graffiti removal, at Licensor's sole cost and expense.

10. Sponsor's Responsibilities. Sponsor, as part of the Safety Center, shall provide non-emergency services to the Rancho Murieta community as follows:

(a) **Safety Center Operation.** Sponsor shall operate the Safety Center at its sole cost and expense, on Mondays and Wednesdays from 10:00 AM to 2:00 PM, excluding County holidays.

(b) **Public Services.** Sponsor shall provide the following services from the Facility as part of the Safety Center operation: taking "non-dispatch" crime reports, fingerprinting, vacation watches, community event participation, and accessibility to crime prevention programs, among others, at Sponsor's sole cost and expense.

(c) **Office Equipment.** Sponsor shall, at Sponsor's sole cost and expense, provide its own equipment necessary for the operation of the Safety Center, including but not limited to: phones, computers, and printers.

11. Furniture. Licensor and Sponsor understand and agree that certain furniture currently exist in the Facility, along with certain additional fixtures and furnishings. At Sponsor's discretion, Sponsor is entitled to use all such items, in their present state, during the period of this Agreement at no additional cost. Sponsor obtains no ownership right or interest in said furniture, fixtures, and furnishings remaining in the Facility after occupancy, and may not unilaterally later dispose of any such items.

12. Insurance.

(a) Licensor agrees that it shall, during the full term of this Agreement and at its own expense, keep the Premises and any structural improvements on the Premises insured in sufficient amounts against loss or damage by fire and other casualty commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. Licensor does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against Sponsor on account of any fire or other casualty insured against whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of Sponsor.

(b) Sponsor agrees that it shall, during the full term of this Agreement and at its own expense, keep its contents, non-structural improvements and personal property located in the Facility fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. Sponsor does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against the Licensor on account of any fire or other casualty insured against whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Licensor.

(c) Licensor shall maintain property damage and public liability insurance covering the Premises. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for injury or property damage.

(d) Licensor shall furnish a certificate substantiating the fact the Licensor has taken out the insurance herein set forth for the period covered by the Agreement with an insurance carrier(s) with an A.M. Best financial rating of not less than A-:VII and authorized to do business in the State of California. Licensor's insurance policy required by this Agreement shall maintain all insurance coverages and limits in place at all times and provide Sponsor with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Sponsor acknowledges and accepts that Licensor is insured through a risk-sharing insurance pool that provides a combination of self-insurance and purchased insurance coverages.

(e) Licensor is required by this Agreement to immediately notify Sponsor if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Licensor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

(f) The certificate of insurance shall be filed with the County of Sacramento, not less than 10 days prior to the date of occupancy by Sponsor.

(g) Sponsor is self-insured for liability and shall furnish Licensor a letter confirming this upon request.

(h) Sponsor and Licensor shall be solely responsible for payment of any deductible in their respective insurance or self-insurance programs, in the event of a claim.

(i) The insurance and self-insurance coverage limits to be maintained by Sponsor and Licensor hereunder shall not limit Sponsor's or Licensor's liability under this Agreement.

(j) Notification of Claim. If any claim for damages is filed with Licensor or if any lawsuit is instituted against Licensor, that arise out of or are in any way connected with Licensor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect Sponsor, Licensor shall give prompt and timely notice thereof to Sponsor. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

13. Negation of Partnership. Nothing in this Agreement shall be deemed or construed as creating a relationship of principal and agent, partnership, joint venture, or landlord and tenant, between the parties, it being understood that nothing contained in this Agreement, or any acts of the parties hereto, shall be deemed to create any relationship other than an independent contractor relationship between Licensor and Sponsor.

14. Licensor's Right of Entry. In addition to Licensor's express or implied right of entry under any other provision of this Agreement, Sponsor shall permit Licensor to enter the Facility at all reasonable times for the purposes of, but not limited to:

(a) Inspecting the Facility to determine whether Sponsor has complied or is complying with the provisions of this Agreement;

(b) Exercising any matters pursuant to applicable law or governmental regulations; and

(c) Carrying out any purpose necessary, incidental or connected with the performance of any Licensor obligation under this Agreement.

15. Indemnification.

(a) Notwithstanding any contrary provision in this Agreement, Sponsor shall defend, indemnify and hold harmless Licensor, its officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the Premises caused in whole or in part by a wrongful or negligent act or omission of Sponsor or anyone directly employed by Sponsor, its agents, invitees, guests, or volunteers.

(b) Licensor shall defend, indemnify and hold harmless Sponsor, its officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the Premises caused in whole or in part by a wrongful or negligent act or omission of Licensor or anyone directly employed by Licensor, its agents, invitees, guests, or volunteers.

(c) It is the intention of Sponsor and Licensor that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its employees, agents, invitees, guests, or volunteers.

(d) The above provisions shall survive the expiration or termination of this Agreement.

16. Amendments. This Agreement sets forth all of the promises, conditions and understandings between Licensor and Sponsor relating to the Facility. There are no promises, conditions and understandings, either oral or written, between Licensor and Sponsor other than those set forth in this Agreement. No subsequent modification or agreement with respect to the terms of this Agreement shall be effective, unless such subsequent modification or agreement is in writing executed by both Sponsor and Licensor. No oral representation, whenever made, by any official or employee of Sponsor shall be effective to modify the provisions of this Agreement. This Agreement shall be binding upon the parties hereto, their successors and assigns.

17. Written Communication and Notice. All notices from either party to the other under this Agreement shall be in writing and sent by nationally recognized overnight delivery service or by United States certified or registered mail, postage prepaid with receipt obtained, addressed to the other party at the address provided below, or such other address as the party to receive the notification may subsequently designate by written notice to the other:

To Sponsor at:

County of Sacramento
Sheriff's Department

711 G Street
Sacramento, CA 95814
Phone: (916) 874-5115

To Licensor at:

Rancho Murieta Community
Services District
Attn: General Manager
P.O. Box 1050
Rancho Murieta, CA 95683
Phone: (916) 354-3700

With a copy to:

County of Sacramento
Real Estate Division
Lease Management Section
3711 Branch Center Road

Sacramento, CA 95827
Phone: (916) 876-6200

18. Invalid and Unenforceable Provisions. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Signature Authority. Each of the persons signing below represents and warrants that he/she has the authority to legally bind the party on whose behalf he/she signs.

20. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.


21. Termination of Existing Lease. Upon commencement of this Agreement, the Lease approved by the County of Sacramento Board of Supervisors on April 5, 2005, by Resolution 2005-0383 shall terminate.

(Remainder of page intentionally left blank)


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SPONSOR/LICENSEE:

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: 
Director of General Services, or his/her designee under delegation of authority
Sacramento County Code, Chapter 2.62.035

REVIEWED AND APPROVED BY COUNTY COUNSEL:

By: 
Deputy County Counsel

APPROVED AS TO TERMS AND CONDITIONS:

By:  FOR SCOTT JONES
Scott R. Jones, Sheriff
Sheriff's Department

LICENSOR:

RANCHO MURIETA COMMUNITY SERVICES DISTRICT,
a special district

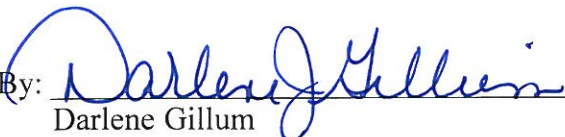
By: 
Darlene Gillum
General Manager

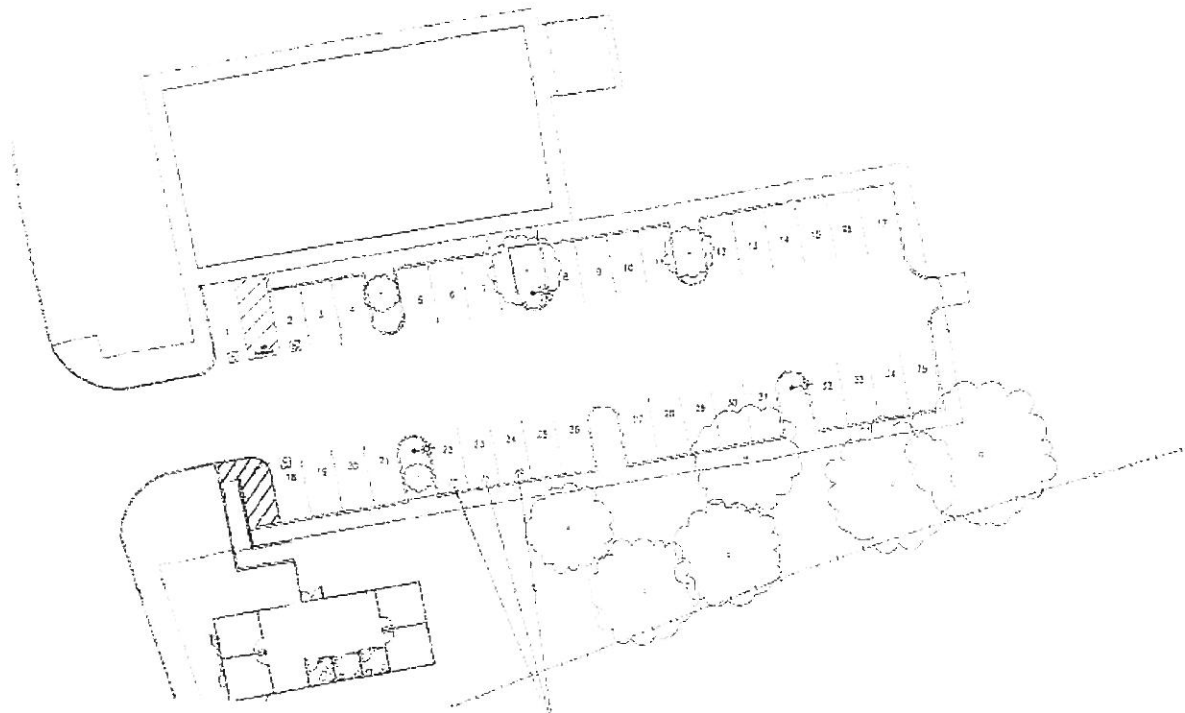
EXHIBIT 'A'
Legal Description

A portion of the following described real property:

POR PCLS 7A & 8 PM 12-47 LYING SELY OF LN DESC AS BEG AT A PT LOC N 88 DEG 53' 11" E 450.23 FT; TH N 66 DEG 06' 00" E 65.45 FT FR SW COR OF SD PCL 8; TH FR SD POB N 36 DEG 22' 17" E 1510.45 FT TO A PT ON THE NELY BDY LN OF SD LOTS EXC POR LYING ELY OF FOL DESC LN BEG AT A PT LOC N 89 DEG 29' 28" E 2122.13 FT FR COR COMMON TO SECS 2, 3 10 & 11 OF T7N R8E; TH FR POB N 01 DEG 32' 28" W 611.05 FT TO PT IN WLY R/W OF JACKSON RD AND POE ALSO EXC BEG AT MOST NLY COR SD PCL; TH FR POB S 69 DEG 01' 13" W 157.28 FT; TH S 48 DEG 09' 57" E 595.29 FT; TH S 75 DEG 57' 50" E 194.20 FT TO PT IN SLY R/W JACKSON RD; TH NE ALG SD R/W TO POB ALSO EXC POR IN JACKSON RD DEEDED TO STATE OF CA IN OR BK 901204 PG 1173 AND BK 920616, PG 520 CONTG 143.50 AC

Commonly referred to as 15160 Jackson Road, Rancho Murieta, CA 95683
APN: 128-0080-115-0000

EXHIBIT 'B'
Site Plan



SPACES 22, 23, & 24 ARE EXCLUSIVE PARKING FOR SPONSOR
SPACES 1-21 & 25-35 ARE NON-EXCLUSIVE PARKING

Floor Plan

