

LEASE AGREEMENT FOR USE OF COUNTY FACILITY

This Lease Agreement for Use of County Facility ("Agreement") is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and the Redwood Empire Dispatch and Communications Authority, a Joint Powers Authority entity established under the provisions of Government Code Sections 6500, *et seq.* ("REDCOM"). County and REDCOM are sometimes collectively referred to herein as the "parties" and singularly, as "party."

RECITALS

A. The County is authorized by law to develop an emergency medical services system and has designated its Health Services Department as its Emergency Medical Services Agency ("EMS Agency") pursuant to the Emergency Medical Services and Prehospital Care Personnel Act (Health and Safety Code sections 1797, *et seq.*) hereinafter ("the EMS Act").

B. The County and its EMS Agency have designated REDCOM to provide emergency medical dispatch and ambulance dispatch services to the people of the County of Sonoma, per their Agreement for the Provision of Emergency Medical Dispatch and Other Related Services dated July 1, 2007.

C. Pursuant to the terms of the Joint Powers Agreement for Establishing A Coordinated Public Safety Dispatch System For Fire And Emergency Medical Services in Sonoma County, originally dated June 30, 2002, and amended effective July 1, 2007 (collectively, the "JPA Agreement"), as well as related agreements, REDCOM provides emergency medical dispatch and ambulance dispatch services within the geographic area of the County of Sonoma.

D. REDCOM performs its dispatch services and related administrative functions in office space the County provided to it pursuant to the Agreement for the Provision of Facility Office Space, dated July 1, 2007 (the "2007 Lease Agreement"), in a part of the building owned by the County and commonly known as the Sonoma County Sheriff's Main Administration Building (the "Building"), referred to in this Agreement as the "Current Premises."

E. While the 2007 Lease Agreement terminated by its own terms on June 30, 2013, the parties desire a seamless transition to a new lease agreement for the Current Premises.

F. In addition, the parties desire the County to provide a new and larger office space location in the Building for REDCOM's use, as well as to improve such office space through tenant improvements, referred to in this Agreement as the "New Premises."

G. The County is authorized to enter into this Agreement pursuant to the provisions of Government Code § 26277, and other applicable law, for the following reasons: REDCOM and the dispatch services it provides benefits the health, safety, and welfare needs of the public;

b. Procedures, Rules, and Regulations for Building Use. REDCOM shall comply with the procedures, rules, and regulations for use of the Premises established by the Sonoma County Sheriff's Office ("SCSO"), as well as those identified in the attached **Exhibit C**.

a. Access Passes. All personnel of REDCOM (whether employees or contractors) shall be required to pass a background investigation conducted by the SCSO prior to being provided with an access pass to the Building. Each person subject to a background check shall be required to comply with SCSO background procedures and submit a consent and waiver form permitting County to obtain personal information and employment/professional qualification information from third parties, and releasing third parties from any and all liability for disclosing such information to County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. REDCOM shall immediately notify the SCSO Personnel Bureau when a person holding a Building access pass no longer has authority to perform services on behalf of REDCOM, and REDCOM shall promptly take all reasonable actions to obtain the Building access pass from the person.

4. Term and Termination. The initial term of this Agreement shall commence on July 1, 2013, and expire at midnight on December 31, 2026. In addition, this Agreement shall be automatically renewed for an additional ten (10) year period, ending December 31, 2036, unless either party gives prior notice of termination in writing no later than December 31, 2025. The parties may mutually agree to shorten or extend the initial term or renewal of this Agreement in writing. This Agreement shall automatically terminate upon the dissolution of REDCOM as a Joint Powers Authority entity.

5. Tenant Improvements. County shall complete tenant alterations to the New Premises for the purpose of relocating REDCOM's dispatch operations and improving the area of the Building in which REDCOM may operate, as generally outlined in **Exhibit B** (the "Tenant Improvements"). Such Tenant Improvements shall include design, permits, demolition, construction, CAD relocation, workstation installation, and all other actions necessary and appropriate to relocate REDCOM's dispatch center from the Current Premises to the New Premises. The Tenant Improvements will be completed pursuant to a separate process and agreement of the parties, through which both parties shall approve of all plans and specifications in writing before build-out. The Project Budget for the Tenant Improvements is One Million Two Hundred Thousand Dollars (\$1,200,000). All such Tenant Improvements shall be paid for by the County and shall become the property of the County. Any additional improvements or alterations REDCOM requests to be made to the Premises shall be subject to a separate written agreement between the parties.

6. Consideration.

a. Rent. REDCOM shall not be responsible for paying any rent, or any other type of consideration, for its occupancy and use of the Premises.

b. Reimbursement for Cost of Tenant Improvements. REDCOM shall reimburse the County for the cost of the Tenant Improvements for the New Premises the County actually incurs, pursuant to the following terms and conditions:

i. Mitigation Funds. Under the Intergovernmental Mitigation Agreement entered into between the County and the Federated Indians of Graton Rancheria (the "Tribe") dated October 23, 2012 (the "IMA"), the parties anticipate that REDCOM will receive mitigation funding for each year after the first year the Tribe's casino in Rohnert Park, California is operational, beginning approximately January 1, 2015. REDCOM shall remit to County all mitigations funds it receives under the IMA up to \$200,000 per year for the period beginning January 1, 2016, through December 31, 2026, or until the actual cost of the Tenant Improvements plus interest has been repaid in full, whichever is earlier. REDCOM is not required to remit any mitigation funds received or allotted to it under the IMA to County above and beyond the \$200,000 per year during the subject time period. In addition, REDCOM is not required to remit mitigation funds received or allotted to it under the IMA for the first year of mitigation payments, for the approximate period January 1, 2015, through December 31, 2015.

ii. Interest. Beginning on January 1, 2014, simple interest shall accrue on the outstanding balance of the cost of Tenant Improvements through a straight amortization schedule at the rate published by the County Treasury effective that day, which rate shall be adjusted annually based on the County Treasury rate applicable on January 1 of each year thereafter.

iii. Pass-Through. Pursuant to the provisions of this Agreement, REDCOM shall act as a pass-through for an amount of up to \$200,000 in IMA mitigation funds received each year to the County beginning January 1, 2016, and shall not be responsible for reimbursing the County for any cost of Tenant Improvements or interest thereon except through the remission of such mitigation funds. Any cost of Tenant Improvements or interest thereon that remains unpaid after December 31, 2026, shall be borne by the County.

7. Compliance with Laws. REDCOM has represented to County and hereby warrants that REDCOM has complied with all laws applicable to the acceptance and use of the Lease herein granted. REDCOM shall observe and comply at all times with all applicable federal, state and County statutes and ordinances, rules and regulations now in force or which may hereinafter be in force relating to or affecting the use of the Lease herein granted.

8. Waste; Nuisance. REDCOM shall not commit any waste or nuisance on the Premises or in the Building, and shall not take any action or use the Premises or the Building in a manner which interferes or conflicts with the use of the Premises or the Building by County.

9. Inspection.

9.1 Inspection by County. County reserves the right to enter and inspect the Premises at reasonable times, and to render services and make any necessary repairs to the Premises without disrupting the operations of REDCOM.

9.2 No CASp Inspection. Pursuant to Civil Code section 1938, the County represents that the Premises has not undergone inspection by a Certified Access Specialist (CASp), and no determination has been made as to whether the Premises has or has not been

the office space provided pursuant to this Agreement is not needed for County purposes; and providing the office space, as well as improving it to fit the needs of REDCOM, are in the best interests of the County and the general public.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Lease. The County hereby grants REDCOM a lease, subject to all the terms and conditions of this Agreement, to occupy and use those portions of the Building located at 2796 Ventura Avenue, Santa Rosa, California, as described in Section 2, below.

2. Premises. REDCOM is permitted to continue to occupy and use the Current Premises on the second floor of the Building, as outlined on Exhibit A (incorporated herein by his reference), until such time as the New Premises becomes available for its occupancy. At such time, REDCOM shall vacate the Current Premises and is permitted to occupy and use the New Premises, as specifically shown and outlined on Exhibit B (incorporated herein by this reference), comprising approximately one thousand eight hundred sixty one (1,861) square feet located on the second floor of the Building. For the purposes of this Agreement, both the Current Premises and the New Premises shall be referred to jointly herein as the "Premises."

a. Common Spaces. REDCOM's lease of the Premises shall include the right to share the common spaces of the Building for ingress and egress, eating and relaxation, and lavatories.

b. Maintenance, Utilities, and Janitorial Services. County shall maintain the leased Premises for use by REDCOM, and shall provide related heating, air-conditioning, electricity, janitorial services, and building maintenance in the manner provided to the rest of the Building at no cost to REDCOM during the term of this Agreement.

c. Telecommunications. County shall provide REDCOM with access to the network and radio system infrastructure at no cost for the term of this Agreement, except that REDCOM shall pay its proportionate share of the on-going maintenance, support, and replacement costs for vendor hardware, software, and central facility operations, consistent with the Sonoma County Public Safety Consortium agreement for the countywide CAD/RMS/MDC project.

d. Insurance. County shall provide reasonable insurance coverage for the Premises to cover REDCOM's use of it, either via a policy or through a self-insurance program.

3. Use. REDCOM's use of the Premises shall be limited to performing dispatch services and related REDCOM administrative, training, and office functions.

determined to meet all applicable construction-related accessibility standards pursuant to Civil Code section 55.53.

10. Indemnification: County and EMS AGENCY, on the one hand, and REDCOM, on the other hand, each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release each other (including their respective supervisors, officers, agents, subcontractors, assignees, employees and invitees) from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves, resulting from County/EMS Agency or REDCOM's own respective negligence or willful misconduct arising out of or in connection with the performance of Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. In addition, REDCOM shall be liable to County for any loss of or damage to County property arising from REDCOM's (and/or its officers, agents, subcontractors, assignees and employees') negligence or willful misconduct. The obligations set forth in this section 10 shall survive any termination of this Agreement.

11. Nondiscrimination. In the performance of this Agreement, REDCOM shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

12. Lease is Personal. The Lease herein granted is personal to REDCOM and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

13. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of REDCOM to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if following one hundred twenty (120) days written notice REDCOM fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

14. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to County: County of Sonoma,
General Services Agency
Attn. Real Estate Manager
2300 County Center Drive, Suite A200
Santa Rosa, California 95403
Fax No. (707) 565-3476

If to REDCOM: Redwood Empire Dispatch and Communications Authority
Chair, Board of Directors
2796 Ventura Avenue
Santa Rosa, CA 95403

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 27.

15. No Waiver of Breach. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

16. General Provisions

16.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

16.2 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

16.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

16.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

16.5 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and REDCOM agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. REDCOM and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the


language of the Agreement will not be construed against one party in favor of the other. REDCOM and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

1.6.6 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties hereto have agreed to the terms of this Agreement and have executed it on the dates set forth below.

COUNTY:

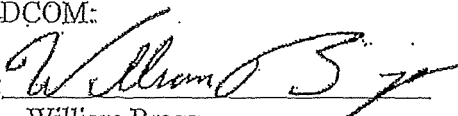
By:


Jose Obregon, Director
Department of General Services

Date: January 29, 2014

REDCOM:

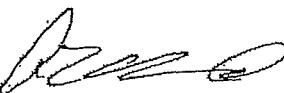
By:


William Braga
REDCOM Vice Chair, Board of Directors

Date: 11/14/13

APPROVED AS TO FORM FOR COUNTY:

By:


Adam Brand, Deputy County Counsel

Date: 11/15/13

APPROVED AS TO FORM FOR REDCOM:

By:


Anne Keck, Deputy County Counsel

Date: 11/14/13

EXHIBIT C

Rules and Regulations

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of REDCOM.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of REDCOM by a person approved of by County.

REDCOM shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. REDCOM shall not, without prior written consent of County, sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by REDCOM or used for any purpose other than for ingress to and egress from the Premises.
3. REDCOM shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by REDCOM.
5. REDCOM shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of REDCOM.
7. REDCOM shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the Building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein,

nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals, however, shall be permitted in the Premises.

8. REDCOM shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
9. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
10. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Lease to which these rules and regulations are made a part.
11. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
12. County shall have the right, exercisable without notice and without liability to REDCOM, to change the name and street address of the Building of which the Premises are comprised or are a part.
13. REDCOM shall not disturb, solicit or canvass any occupant of the Building of which the Premises are comprised or are a part.
14. County shall have the right to control and operate the public portions of the Building of which the Premises are comprised or are a part and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.
15. All entrance doors shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.