

**EMERGENCY FACILITY USE AGREEMENT**  
**BETWEEN**  
**County of Sonoma**  
**AND**  
**THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**

This Emergency Facility Use Agreement (Agreement) is entered into as of April 6<sup>th</sup>, 2020, by and between County of Sonoma (Licensee) and The Board of Trustees of the California State University (CSU) by and on behalf of its campus Sonoma State University (University) for the use of a specific facility or facilities (Facility) described in this Agreement to support an emergency. The Facility outlined in this agreement shall be used for the establishment and creation of a temporary alternative care site (ACS) and non-congregate housing needed to prevent and control the COVID-19 pandemic and to protect and preserve the public health.

This Agreement is conditional and contingent on finalization of certain FEMA-required terms and conditions, as expressly stated further herein.

**1. RECITALS**

a. Sonoma State University (SSU) is one of 23 campuses within the CSU system, located in the City of Rohnert Park, County of Sonoma, California.

b. On or about March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California, as a result of which the Chancellor of the CSU has significantly restricted physical operations on CSU campuses.

c. Due to these circumstances, many of the University's facilities are temporarily vacant and/or are temporarily not being used for their regular academic and business purposes.

d. This Agreement is entered into pursuant to, among other authorities, the County's State of Local Emergency Proclamation dated March 4, 2020 and the Declaration of Local Health Emergency, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.

e. The Licensee is executing this Agreement in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above Declarations and the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, and Presidential invocation of the Stafford Act, and continuing executive orders as part of the on-going emergencies. All provisions of this Agreement shall be read and construed in a manner that is consistent with this stated purpose.

f. The University has agreed to license to Licensee certain areas within SSU. The agreed-upon consideration and other terms and conditions of use are set forth in this Agreement.

g. The University is the State of California acting in its higher education capacity and has authority to permit such a use on its campus and, after appropriate consultation with the Office of Emergency Services for the State of California, is ready and willing to provide available support services as described below.

f. It is expressly understood by the parties that CSU's central mission is higher education, and that its primary obligation is to as such, priority shall be given to serving its students, faculty and staff, and to all operations that support its primary mission. The parties, therefore, understand and agree that, at such time that as the University, in its sole and unlimited discretion, deems it necessary to serve its primary mission of higher education, the University may terminate this Agreement at any time, and that in the event of such termination, time may be of the essence to remove some or all of Licensee's property and end some or all of Licensee's uses from any and all SSU facilities.

NOW, THEREFORE, in consideration of the above recitals, it is mutually agreed between the parties as follows:

## **2. FACILITY DESCRIPTION**

- a. Owner: Board of Trustees of the California State University on behalf of Sonoma State University
- b. Manager/Operator: Sonoma State University
- c. Address: 1801 East Cotati Ave., Rohnert Park, CA 94928
- d. Name and specific licensed area of Campus Facility, as outlined in Attachment A, incorporated herein by reference:
  - i. Campus Recreation Center: Mt. Everest gym, Denali gym, 1<sup>st</sup> floor restrooms, showers, and lockers and all other common areas of the 1<sup>st</sup> floor, excepting the recreation room containing billiards tables, the climbing wall area, fitness center, and enclosed offices and storage spaces.
  - ii. Verdote Village residential buildings, excluding Sangiovese and Chateau. The University reserves the right to exclude specific units within Verdote Village due to operational limitations.
  - iii. Sauvignon Village residential buildings Marsanne, Grenache, and Sirah. The University reserves the right to exclude specific units within Sauvignon Village due to operational limitations.
  - iv. Weyden & Brewsters seating area only.
  - v. Parking Lots: Licensee will work with University to determine which lots Licensee will utilize in accordance to the rates in Attachment B
  - vi. The Cooperage Building

## **3. FACILITY USE**

- a. The University hereby licenses and permits Licensee by way of this revocable license to access the Facility for use as described in the following sections and subject to the terms and conditions detailed herein:
- b. The Facility shall be used for the establishment and operation of a temporary alternative care site (ACS) and non-congregate housing needed to prevent and control the COVID-19 pandemic and to protect and preserve the public health. Use shall include staging areas, staff zones, transport access, and rooms for persons needing medical and related care

and isolation due to the pandemic, including persons who are positive, presumed positive, or at “high risk” for contracting coronavirus/COVID-19. UNIVERSITY authorizes County, and its officers, employees, agents, invitees, other necessary parties, and persons needing ACS and isolation services and care, to access, occupy, and use the Facility solely for purposes of the ACS and pandemic-related non-congregate housing. Licensee shall be solely responsible for intake, tracking, and discharge of occupants; no “check-in/check-out” with UNIVERSITY shall be required. Daily occupancy census will be retained by the Licensee and provided to the UNIVERSITY on at least a daily basis.

- c. Other than to the extent expressly stated herein, Licensee shall be solely responsible for the operation and servicing of the ACS and Facilities. UNIVERSITY shall not be responsible for provision of any medical care related to Licensee’s use.
- d. UNIVERSITY acknowledges that Licensee’s agents and other necessary third parties, including contractors and subcontractors, will support the operations and shall be allowed access to the Facility consistent with this Agreement.
- e. Parties acknowledge that the Licensee’s operational and other needs as to the Facilities may vary, including based on developments as Licensee’s response to the pandemic progresses. Additional facilities or services or uses of existing Facilities may be added to the scope of this Agreement or otherwise modified, and the parties agree to negotiate for such in good faith. Additional facilities or uses of existing Facilities may be added to the scope of this Agreement. In such event, all additional terms shall be memorialized in a written addendum to this Agreement that is signed by all parties.
- f. Licensee is approved to perform temporary modifications to the Facility necessary to protect the health and safety of individuals receiving care on the Facility, as well as SSU staff, Licensee employees and all agents associated with the uses, if approved in advance by University. Licensee may not make alterations, paint or place or attach any fixtures, permanent signs, or equipment, in or about, or upon the Facilities except those alterations, fixtures, signs, and equipment approved in writing in advance by the campus Facilities Planning and Management Office. Any fixtures, signs, and equipment provided by the University shall remain the property of the University.
  - i. In order to make the Facilities functional and minimize risks in light of Licensee’s intended use, Licensee shall work with Facility Coordinator to develop temporary modifications and needs related to major building systems operations, including HVAC and air circulation systems arrangements. Said temporary modifications and needs shall be detailed in an Exhibit to be finalized between the parties based on operational needs, and said Exhibit will be attached hereto and incorporated as if stated herein.
- g. Unauthorized use of the Facility will constitute a breach of the Agreement and may warrant immediate termination of the agreement. See Termination section below.
- h. Loading and Unloading. Barriers, fences, or posts shall be placed and paid for by the Licensee at any location deemed necessary by University for safety and/or for any other reasons. The licensee is expected to adhere to all University policies related to the

operation and parking of vehicles unless expressly authorized otherwise by the UNIVERSITY.

#### **4. FACILITY MANAGEMENT**

##### **a. Representatives**

- i.** Emergency Operations Manager: Licensee will designate an Emergency Operations Manager to serve as the responsible party in charge of and responsible for all of Licensee's activities and actions regarding the Facility. Each party will provide notice as to name and contact information of the individuals above to other party.
- ii.** Facility Coordinator: University will designate a Facility Coordinator to coordinate with the Emergency Operations Manager regarding facility use and provision of service.
- iii.** Said Manager and Coordinator will be responsible for communicating concerns and issues relating to use of the Facilities. Best efforts shall be made for the Manager and Coordinator, of designated representative, to be available as much as possible and shall have authority as otherwise allowed by law to make decisions regarding this Agreement that do not require an amendment or other formal written agreement signed by both parties.

##### **b. Operational Management**

- i.** Licensee will be solely responsible for operating and maintaining the Facility under this Agreement including, but not limited to, the following, which may include use of outside service providers procured and managed by Licensee:
  1. Obtaining occupancy and evacuation plan approvals with authorities having jurisdiction.
  2. Security.
  3. Food service for patients or medical serviced individuals. Outside (off-University) food and food servicing (and dishware and utensil service) to such persons and areas.
  4. Medical supplies and equipment.
  5. Custodial Services
  6. Transportation, with the exception that the Licensee may rent electric carts owned by the University.
  7. Other maintenance of use-specific improvements and operations areas (excluding major systems; see below).
  8. Furniture requirements outside of what the University has in the dorm room spaces.
  9. Wireless Network, if not available in a location. Any such network will be in compliance with all SSU policies and approved by SSU.

##### **c. Facility Maintenance, Operations, and Costs**

- i.** Subject to paragraph 4c. ii. below, Licensee is responsible for all Facility maintenance including but not limited to setup, tear down, and implementation of measures intended to prevent damage to the Facility.

- ii. Other than as provided herein, University will service all major building systems as according to its normal maintenance and operating schedules. Facility Coordinator shall work with Licensee.
- iii. CSU facilities employees are not trained to work in infectious disease environments, therefore, all activities related to his agreement are restricted to support that does not require such training and does not expose CSU employees to an unsafe environment.
- iv. All costs and expenses reasonably allocable to Licensee's Facility use will be borne by Licensee, including University or Licensee's third-party service providers.
- v. Licensee shall have access to and use of the Facility during the following times and dates: 24 hours per day, seven (7) days per week throughout the duration of this agreement. It is the responsibility of Licensee to ensure that its use of the Facility does not interfere or impinge on the rights of others in the local community, including neighboring residential and business districts.
- vi. It is expressly understood and agreed that the University and its affiliates and, auxiliaries, including their respective trustees, employees and agents, and volunteers, do not owe any duty of care to Licensee or to Licensee's employees, agents, invitees or guests and that Licensee assumes all risks of loss or other damage associated with its use of the Facility. The University makes no warranties, either express or implied, as any condition or other aspect of the Facility. The Facility is being used by Licensee on an "as is" basis. Licensee assumes all risk in the event of damage to person or property, loss by theft or otherwise of any and all property specific to Licensee's use of Facility, and no claim shall be made or against to the University because of such losses for any reason whatsoever except if and only to the extent caused by the gross negligence or willful misconduct of the University.
- vii. Licensee is responsible for providing 24/7 security personnel and other related protections such as fencing and lighting, as appropriate, in coordination with the Facility Coordinator, who will work in coordination of the University Police Department and other necessary University personnel.
- viii. University and Licensee shall agree on a complete safety and security plan, including number of personnel, location of equipment, noise levels, lighting (including direction), so as not to disturb adjacent residential neighborhoods. Licensee agrees that all lighting will be faced away from nearby residential areas. The University may request that lighting be relocated due to environmental or other concerns of the community. Generators in residential areas should be set up to have low noise, if possible, and may require noise dampening if requested by the University.
- ix. The University may require University police officers to monitor Licensee's Facilities use, as determined solely by the University. In that event, the cost of such monitoring shall be borne by Licensee.
- x. No amplified music, loud equipment, construction or explosions of any kind may be used without University's written permission. If permission is granted in

writing, volume levels must adhere to decibel levels established using established noise ordinances adopted by the County of Sonoma.

- xi.** Licensee agrees to abide by all applicable state and federal laws and local ordinances, and CSU policies, rules and regulations, including all government issued social distancing guidance related to the containment of COVID-19.
- xii.** Licensee is responsible for the safe storage and disposal of all waste and other trash affiliated with its Facility use, except for routine trash in common areas and cafeterias and as otherwise provided by University as part of general custodial services. Licensee shall not dump, misuse, or dispose of any liquids or hazardous materials within the Facility or on or near University property.
- xiii.** Licensee shall not bring onto University property, nor allow others associated with Licensee's use, to bring on University property, any hazardous chemicals or other potentially hazardous materials without written permission from the University. It is the sole and independent responsibility of Licensee to obtain any permit or other form of required approval from federal, state, county, city or other local entity, as required by applicable law. Licensee shall be responsible for any fees, charges, or other costs associated with these requirements.
- xiv.** The University is a smoke and tobacco free environment. Smoking or use of tobacco products is not permitted on any University property and facilities, including parking areas. This prohibition includes vaping and alternative smoking methods, products, cannabis, or any illegal drugs. It is the sole responsibility of the Licensee to supervise its agents, employees, and volunteers and ensure there are no smoking violations.
- xv.** No firearms, including toy guns or any item that resembles a weapon, shall be brought onto University's property without prior clearance and the written approval of the University Police Department. The terms and conditions associated with such approval, together with a copy of the written approval shall be provided to Licensee and incorporated into this Agreement.
- xvi.** Licensee understands and agrees University personnel shall have the right to enter the Facilities or any part thereof for any purpose and at any time, at its sole discretion except that patient care and isolation areas shall only accessed upon showing of good cause or otherwise as part of fulfilling obligations under this Agreement. University personnel shall give reasonable notice when practicable.
- xvii.** The University reserves the right to eject or cause to be ejected and removed from University property any person whose conduct violates the terms of this Agreement, including federal, state, local law or regulation or University policy, or creates a substantial disruption of University's business operations or creates a dangerous condition; provided, however, prior to such ejection, Licensee shall be provided with notice and a reasonable opportunity to cure, if safe and practicable under the circumstances. The University shall not be liable to Licensee for any damages sustained by such removal or ejection unless caused by the willful misconduct of University.

- xviii. Licensee will obtain all applicable federal, state, county, and local permits (e.g., fire, health and safety, and environmental). Any work requiring permits may not commence until permits are issued.
- d. Licensee shall provide UNIVERSITY with coronavirus/COVID-19-related public health orders, guidance's, best reasonable practices and other appropriate measures applicable to operations and activities under this Agreement. Said notices and materials may be supplemented and/or amended by Licensee from time to time. University shall use reasonable measures to implement and maintain compliance with such to minimize risks related to coronavirus/COVID-19, but acknowledges the materials are not guarantees. As to all University employees or agents accessing the Facilities and otherwise supporting Licensee's use, UNIVERSITY shall be responsible for ensuring all UNIVERSITY such employees, staff, and agents follow all applicable public health orders, guidance's, best reasonable practices and other appropriate measures related to coronavirus/COVID-19. Licensee shall be responsible for ensuring all of Licensee's employees, agents, invitees and third-party users follow all applicable public health orders, guidance's, best reasonable practices and other appropriate measures related to coronavirus/COVID-19
- e. Licensee and UNIVERSITY shall work together and make reasonable efforts to minimize and prevent contact by general campus users (including students and personnel unrelated to supporting Licensee's use) with Licensee's Facilities, especially as to areas of patient and medical care. Measures shall include information and notice dissemination, signage, and physical barriers as appropriate.
- f. **Sensitive Patient Information and Confidentiality.** During the course of Licensee's use of the Facilities, University employees, staff, and other agents may encounter patients, persons, or information entitled to certain privacy and health-related protections. Such information may include personal data, written records, and/or recognition of patient identities. UNIVERSITY will take necessary steps to ensure that UNIVERSITY's employees, staff, and agents do not improperly or unlawfully share confidential information. On a regular basis throughout the term of this agreement, University will advise its employees who University has reason to believe may encounter confidential, medical information about patients' at the Facility, that this sensitive information is private and should be treated as such and should not be shared outside of the workplace, for any other reason than on a work-related need to know basis.

## 5. FACILITY CONDITION

- a. Licensee warrants that, upon termination of this Agreement, it will return the Facility in the same condition it was received. This includes all aspects of the Facility and its grounds, (e.g. all buildings, fixtures, pathways, roads, landscaping, water features, wildlife), as well as the sanitation of the entire geographically contiguous area. The Licensee may make permanent improvements only with the written, expressed consent of the UNIVERSITY. Any such improvements shall be paid for by Licensee and be made at no cost to University.
- b. Licensee has inspected the Facility and has independently determined that the Facility is suitable for its intended uses. The University makes no representations concerning the Facility and the suitability for the uses or purposes intended by Licensee.

- c. Representatives of both parties will conduct a joint inspection of the Facility prior to Licensee's use to identify and record any pre-existing damage or conditions. Excluded elements of any specific Facility will be clearly identified and, as necessary, secured or marked to clarify operational boundaries. Additionally, the Licensee will remove from the Facility any materials that cannot be fully sanitized after being exposed to Licensees' use of the Facility, unless said materials can otherwise be fully protected from damage or contamination. Any materials that are the property of University that cannot be fully sanitized after being exposed to Licensees' use of the Facility shall be replaced by Licensee at no cost to University.
  - d. Upon conclusion of Licensee's use under this Agreement, the parties will jointly inspect the Facility to identify and record any loss, damage or changed conditions that occurred during the course of Licensee's use. In the event that no damage is identified during the course of the inspection, University will provide written confirmation to Licensee.
  - e. Reasonable wear and tear excepted, Licensee agrees to reimburse University for all costs associated with repairs of damage identified during the inspection, and disposal of any personal property left at the Facility by Licensee or its agents, employees, volunteers, and guests that is not addressed by paragraph c above.
  - f. Repairs will be made by the University or by a contractor of University's choosing. As soon as practical after identification of damage, University will present Licensee with a cost estimate for repairs unless a different approach is agreed to in writing. The parties will endeavor to resolve any dispute as to cost reasonableness prior to commissioning repairs.
  - g. Other than the temporary modifications as expressly stated herein, Licensee shall not make any alterations to the Facility without University's written consent. Any such alterations will be treated in the same manner as damages requiring repair to return the Facility to the same condition as it was received, unless agreed to in writing by the parties in advance.
  - h. The University assumes no liability for damages caused by power outages, water usage and/or availability, blackouts, equipment failure, acts of god, or any other circumstances beyond University's control.
  - i. Facility Decontamination
    - i. Licensee will perform industry standard decontamination of the Facility prior to its return to University. The parties will meet and confer to determine the appropriate scope and type of decontamination efforts necessary given the nature of Licensee's emergency operations and use in the Facility.
  - j. UNIVERSITY agrees that in no event shall Licensee be liable for any alleged damages to reputation due to the use of the Facility by Licensee under this Agreement.
- 6. ACCESS TO CAMPUS SERVICES AND FEES; FEMA REQUIRED PROVISIONS**
- a. The following campus services, if available, and those itemized in Attachment B have been identified as critical to supporting Licensee's Facility use and operations. To the extent not already stated in Attachment B, University will endeavor to provide these and other support services to Licensee at a reasonable cost to Licensee. Should additional services be requested an amendment signed by both parties shall be required.



- b.** Food Service. On-site food service will be provided by the University (or its contractor) only for persons not under medical supervision by the Licensee or their agent(s). Food service shall be provided in University's cafeteria(s). Food delivery may be arranged and made available for those under isolation, but not to patients in the hospital/ACS setting. Service hours will be mutually agreed upon by the University (or its contractor) and the Licensee. Additional cost may apply for extended service hours before 6am and after 7pm. The University (or its contractor) can provide food options that are vegetarian and vegan as well as options free of the following allergens: wheat, peanut, egg, soybean, milk, fish, shellfish and treenut. Additional dietary restrictions can be requested, but are not guaranteed. Additional service can be provided by University (or its contractor) catering for an additional fee.
- c.** Parking

  - i.** The Licensee will be granted exclusive access to designated parking areas as agreed upon to with University. Licensee shall adhere to University parking rules and regulations.
- d.** Utilities

  - i.** Water, gas, electricity, waste disposal and internet access will be provided to Licensee are provided and included in price in Attachment B
- e.** Wireless Network, University will provide campus policy, through Facility Coordinator and Licensee shall comply with it. Internet access will be provided to Licensee at an appropriate and reasonably available cost.
- f.** Keys: University will provide keys to Licensee. The Facility Coordinator will oversee the approval and process of keys
- g.** Deliveries: Delivery of materials, supplies, equipment, and any other provisions in support of Licensee's use shall be arranged with UNIVERSITY in advance UNIVERSITY reserves the right to charge for storage space and/or labor fees for assistance in moving, uncrating, or repacking of boxes. The UNIVERSITY shall not accept C.O.D. deliveries.
- h.** A list of fees for services and rental of buildings and other space are outlined in Attachment B, incorporated herein by reference.
- i.** In the event of failure by the UNIVERSITY to furnish any of the above services or utilities in a satisfactory manner, Licensee shall work with University to remedy.
- j.** Payments to University under this Agreement shall not exceed Five Million and No Cents, (\$5 Million). Unless properly agreed to by Licensee, charges in excess of the stated amount are at University's own risk.
- k.** - The University shall bill Licensee at the end of every month for services and Facilities utilized. All payments shall be made payable to Sonoma State University and mailed to Sonoma State University, Attn: Cashiers Office 1801 East Cotati Ave. Rohnert Park, CA 94928. Payment terms are Net 30 and shall be made in arrears. Payment shall not be withheld regardless of whether or not any amounts are anticipated as being funded by FEMA.
- l.** **FEMA.** This Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. This Agreement is conditional and contingent on incorporation of FEMA -required terms and conditions. The parties agree to meet and

confer to finalize said terms and conditions, to be detailed in an Exhibit and attached hereto and incorporated as if stated herein. The parties further agree to amend this Agreement to extent necessary to conform to any applicable FEMA required terms and conditions.

**7. STORAGE CONTAINERS AND HEAVY EQUIPMENT**

- a. Should Licensee require the use of outdoor or indoor storage containers or heavy equipment, University will make a reasonable effort to identify a workable site for their temporary location, as long as University agrees in writing and amends this Agreement to include this additional use. Licensee will be responsible for maintaining any storage units or equipment in a safe and orderly fashion. All terms of this Agreement shall apply to Licensee's storage units and equipment.

**8. COST RECOVERY BY UNIVERSITY**

- a. Licensee agrees to reimburse the University for all services provided by CSU during Licensee's use of the Facility.
- b. Licensee will reimburse University for all direct costs incurred for provision of services in support of Licensee's use. University will not charge for overhead or any other cost that would have been incurred regardless of Licensee's operations and use of Facility.

**9. TERM AND TERMINATION**

- a. Licensee shall be permitted to use the Facilities commencing on execution of this agreement for a period of Sixty (60) days with the possibility of Three (3), Thirty (30) day options to extend, as agreed to by University at its sole and unlimited discretion. Licensee shall provide 15 days in advance notice in writing if wanting to utilize an option to extend to University.
- b. The term granted shall not be extended for use of the Facility or for the installation or removal of equipment or facility restoration without the prior written permission of University which shall be made an addendum to this agreement.
- c. The University may terminate this Agreement for any reason upon fifteen (15) business-day advance written notice to Licensee.
- d. The University may immediately terminate this Agreement for cause should Licensee fail to perform as herein provided, and will provide the notice set forth above. Licensee shall have three (3) business days to cure, or such other reasonable time given the nature of the breach and cure. If the breach is not cured to the University's satisfaction, this Agreement will terminate on the fifth business day after the period for cure as stated in University's initial notice of breach.
- e. **Official Orders.** Licensee and UNIVERSITY mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. Licensee and UNIVERSITY mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern to the degree that each Party is legally obligated to do so.

In the event that such Official Actions make occupancy and/or use of the Facility by Licensee under this Agreement illegal, unlawful, or contrary to public policy, either party shall provide written notice to the other in the manner described herein, and Licensee and UNIVERSITY mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to Licensee or University. In such an event, Licensee shall pay outstanding rent due to UNIVERSITY pro-rated to the date of the Official Action, along with all other remaining sums due to UNIVERSITY, within thirty (30) calendar days from the date of that Official Action.

**10. USE OF UNIVERSITY NAME, LOGOS, BRANDS, OR MASCOTS**

- a. Use of any of the University's names, logos, brands, or mascots is prohibited without express prior written approval from the University. Notwithstanding, either party may use the other's name and address in official notices, media releases, and other non-commercial public communications regarding the pandemic response and as part of the other's operations. The parties will use reasonable efforts to discuss and agree upon said communications in advance.
- b. Licensee shall not include any signage at the Facility containing the University's names, or any abbreviation thereof to imply, indicate or otherwise suggest that any product, service, or organization connected or affiliated in any way with Licensee, or is endorsed, favored, or supported by the University, unless agreed to by University. Additionally, Licensee shall not display, advertise, or announce any University name or affiliation in connection with any economic or commercial advertising or promotional activity.
- c. Signage: No signs, posters, flyers, or other materials, including directional signs, may be posted on any walls, doors, pillars, windows, sidewalks, or any other surfaces in campus without approval from UNIVERSITY.

**11. NO ASSIGNMENT OR SUBLETTING.** Licensee shall not assign or sublet, in whole or in part, the benefits and rights, in whole or in part, granted in this Agreement without the expressed written consent of the University.

**12. INDEMNIFICATION**

- a. Licensee shall hold harmless, defend, and indemnify the State of California, the Board of Trustees of the California State University, the University, and all University entities, and auxiliary organizations, and their officers, employees, representatives, volunteers, and agents, and each of them (collectively the Indemnified Parties), from any and all known or unforeseen losses, liabilities, lawsuits, claims, damages, losses, causes of action and demands, and all costs and expense incurred in connection therewith, including, but not limited to attorneys' fees and costs resulting from or in any manner arising out of or in connection with any act or omission on the part of Licensee, its officers, agents, guests, employees, and volunteers, arising out of, resulting from, or related to, this Agreement, except, to the extent required by law and excluding liability due to University's gross negligence or intentional wrongdoing. Licensee shall indemnify, defend and hold harmless the Indemnified Parties from any judgments, debts, and demands, including, without limitation, those arising from injuries or death of persons, and/or for damages to any University Facilities, arising directly or indirectly out of Licensee's use of the Facility, or out of operations conducted by or on behalf of Licensee, whether subsidized in whole or in part by the Licensee. Licensee shall indemnify, defend and hold harmless the

Indemnified Parties from any claim of damage, theft, or vandalism, loss of use or loss of value, to or of any property or equipment used in or around the Facilities. This provision shall survive the expiration of this Agreement.

### 13. INSURANCE

- a. Licensee shall not commence use of the Facility until the University has received evidence of the insurance required in this section and approved it. Licensee shall obtain and maintain the following policies and coverage. The insurance provided by Licensee shall provide coverage in amounts not less than the following, unless a different amount is stated and agreed to as follows:
- b. For the general and automobile liability policies, the State of California, the University, and their officers, employees, representatives, volunteers, and agents shall be covered as additional named insureds.
- c. For any claims arising from the use of the Facility, the Licensee's insurance coverage shall be primary insurance with respect to the State of California, the University, and their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the University, and their officers, employees, representatives, volunteers, and agents shall be in excess of the Licensee's insurance and shall not contribute with it.
- d. Each insurance policy required by this Article shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Trustees of the California State University.
- e. The State of California, the University, and their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- f. Licensee shall at its own expense obtain and maintain primary insurance during the term of this Agreement with limits not less than:

General Liability	\$ 5,000,000	(per occurrence)
General Aggregate	\$ 10,000,000	
Workers' Compensation	As required under California State Law	
Employer Liability	\$ 1,000,000	
Business Automobile Liability	\$ 1,000,000	(for owned, scheduled, non-owned, or hired automobiles)

- g. Licensee shall furnish to the University a Certificate of Insurance with an underwriter's additional insured endorsement that provides proof that insurance is maintained at the above limits. The insurer's rating must be AM Best – A VII or higher. Licensee shall provide the University evidence of these policies.
- h. The Certificates of Insurance and all endorsements shall be provided by the Licensee to the University prior to commencement of Licensee's use of the Facility. Failure to provide

the requested insurance information within prescribed time limits may result in cancellation of the use.

- i. All Certificates of Insurance issued to the University require and must state the following:
  - i. That the insurer will not cancel, modify, or change the insured's coverage without thirty (30) days prior notice to the University.
  - ii. That the State of California, the University, and the officers, employees, representatives, volunteers, and agents of each of them are included as additional named insureds, except for employer liability and workers' compensation insurance.
  - iii. That the State of California, the University, and the officers, employees, representatives, volunteers, and agents of each of them will not be responsible for any premiums or assessments on the policy.
- j. In the event Licensee is a self-insured entity, the signature of an authorized officer, stating that the Licensee has the necessary financial resources to guarantee payment when the law imposes such liability may be accepted in lieu of a Certificate of Insurance. Such a statement is subject to approval systemwide University Risk Management, designee, or authorized campus representative.
- k. Licensee recognizes that University is self-insured, University shall provide self-insured letter and additional covered party letter.

#### **14. NOTICES**

All notices herein required to be given, or which may be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail or by electronic mail, and addressed as herein provided. Notice to the Parties shall be addressed as set forth below:

**Licensee:**

County of Sonoma  
General Services Department  
Attn: Real Estate Manager  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403

**Board of Trustees of the California State University:**

Brad Wells, Associate Vice Chancellor  
Business and Finance  
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**Campus:**

Jenifer Barnett, Managing Director for Contracts and Procurement  
Sonoma State University  
Administration and Finance  
1801 East Cotati Ave., Rohnert Park, CA 94928  
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707-664-3102

**Other Campus Entity:**

Joyce Lopes, Vice President, Administration and Finance  
Sonoma State University  
Administration and Finance  
1801 East Cotati Ave., Rohnert Park, CA 94928

**15. GENERAL PROVISIONS**

- a. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.
- b. No alteration or variation of this Agreement shall be valid unless made in writing and signed by the parties, and no oral understanding, course of dealing, or agreement not incorporated in writing in the Agreement shall be binding on any of the parties.
- c. This Agreement shall be governed by the laws of the State of California, except to the extent preempted by federal law. Any action brought by any party hereto shall be brought in the Superior Court in the County of Los Angeles, California.
- d. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- e. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the parties hereto.
- f. Licensee shall make no payments or gratuities of any kind to any University representatives, employees, agents, auxiliaries, or affiliates. Failure to comply with this clause will be considered a breach of this Agreement and subject to immediate termination of this Agreement, at University's sole discretion.
- g. Licensee hereby certifies compliance with California Government Code sections 8355-8357 in matters relating to providing a drug-free workplace. Prior to Facilities use, Licensee shall provide University with a complete written list of all equipment (e.g., tables, chairs, stages, booths, lighting, etc.) to be delivered by Licensee for review and approval by University (such approval will not be unreasonably withheld, delayed, or conditioned). The University assumes no liability or responsibility for loss or damages to any equipment left on University premises, excluding any loss caused by the negligence or willful misconduct of the University.
- h. Prior to Facilities use, Licensee shall provide a list of all subcontractors providing good or services for Licensee's Facilities use, as applicable, to include all companies and vendors that deliver any equipment whatsoever to University's premises. This information must

be submitted in writing to University prior to Facilities use, must be updated if changes are made during the Term of this Agreement, and must be pre-approved by University.

- i. **Pets; Alcohol.** No animals, other than properly registered service animals, are permitted on UNIVERSITY property. The possession, consumption, or sale of alcoholic beverages on UNIVERSITY property are prohibited unless approved by the President of SSU or their official designee, and all such approved use is subject to terms and conditions set by applicable state law and UNIVERSITY.
- j. **Emergencies.** All emergencies shall be reported to University Police by calling 911. Non-emergency matters can be reported to University Police by calling 707-664-4444. The University Police Department provides 24 hours a day law enforcement service and protection for the campus community. University Police Officers are vested with full law enforcement powers and responsibilities.
- k. **Quiet Possession.** UNIVERSITY agrees that the Licensee, while keeping and performing the covenants herein contained, shall at all times during the existence of this Agreement, peaceably and quietly have, hold, and enjoy the Facility without suit, trouble, or hindrance from the UNIVERSITY or any person claiming under UNIVERSITY.
- l. During the term of this Agreement, both parties shall comply with all applicable laws, regulations and University policies regarding the Facility, the services to be rendered, and performance under this Agreement. Neither party shall 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, sex, or any other protected or prohibited basis. Both parties shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- m. **Time of Essence; Binding on Successors.** Time is of the essence of this Agreement, and the terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.
- n. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected.
- o. **No Oral Agreements.** It is mutually understood and agreed that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- p. Any conflict between the documents contained herein and the terms and conditions of the agreement prevails over any other documents incorporated.

**Hazardous Substances.** With regard to its use of the Facility, Licensee agrees that it will comply with all applicable laws pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event UNIVERSITY or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the Licensee's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance at or on the Facility, including any petroleum derivative, the Licensee shall indemnify, defend, and hold harmless any of these individuals against such liability. Where the Licensee

is found to be in breach of this provision due to the issuance or a government order directing the Licensee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the Licensee or any person acting under Licensee's direct control and authority, Licensee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by UNIVERSITY in connection with or in response to such government order. Notwithstanding, Licensee shall have no liability during or after the term of this Agreement in connection with any contamination which pre-existed Licensee's use or occupancy under this Agreement. IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated above.

**COUNTY OF SONOMA**

By   
Barbie Robinson

Title Director  
Health Services

By Adam Brand  
  
Title County Counsel

**THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**

By   
Joyce Lopes

Title Vice President for Administration and Finance/CFO

Campus: Sonoma State University



**ATTACHMENT B  
RATE SHEET**

**Facilities**

- a. Campus Recreation Center as specified in Section 2d  
24,229 square feet at a monthly rate of \$42,400 to includes electricity, natural gas, water, and sewage.
- b. Cooperage as specified in Section 2d  
4,400 square feet at a monthly rate of \$7,700 and includes electricity, natural gas, water, and sewage.
- c. Weyden and Brewsters seating area as specified in Section 2d  
3,728 square feet at a monthly rate of \$6,524 and includes electricity, natural gas, water, and sewage.
- d. Room rates for Sauvignon and Verdot are \$50 daily per occupant (includes electricity, natural gas, water, and sewage).

Rates will be charged daily for the occupied units.

**Internet**

Internet will be charged based on usage.

**Linen Cleaning and Toiletries**

- a. Laundered linen packs, to include sheet set, comforter, and towels - \$9.50 per service
- b. Toiletries, to include shampoo, soap, and toilet paper - \$5.00 per service

**Meals**

- a. Breakfast - \$15.00 per meal with a minimum 100 meals served. Additional costs may apply below 100 meals served.
- b. Lunch - \$15.00 per meal with a minimum 100 meals served. Additional costs may apply below 100 meals served.
- c. Dinner - \$15.00 per meal with a minimum 100 meals served. Additional costs may apply below 100 meals served.

**Electric Carts (passenger and utility)**

- a. \$166.67 per month for each cart

**Parking**

Parking areas may be utilized by the Licensee for parking vehicles, equipment staging, or other appropriate purpose. The licensee may identify full parking lot(s) to be used for a specified term, not less than 7 days per term. The fee for full parking lots is \$0.77 per parking spot per day for general and housing parking locations and \$1.83 per parking spot per day for reserved parking. Any other use of parking lots is pursuant to the University Parking Policy and subject to a daily fee of \$5.00 per vehicle in general and housing lots or \$8.00 per vehicle in reserved parking lots.