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June 25, 2020

Via Email (Barbie.Robinson@sonoma-county.org) and U.S. Mail

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

RE: Notice to Terminate and Response to County's Notice of Exercise to Extend for 30 Days under Emergency Facility Use Agreement dated April 6, 2020, between the County of Sonoma and the Board of Trustees of the California State University

Dear Ms. Robinson,

Sonoma State University is pleased to report that it has been given authorization to begin a limited repopulation of our campus so in person instruction can resume for those courses where remote instruction is not practical. This means our ability to assist the County by providing Facilities at Sonoma State must cease. Therefore, in response to your request to extend the term of the Agreement for a second thirty-day term, Sonoma State agrees to extend the termination date from July 5, 2020 to August 4, 2020 for the following Alternative Care Site Facilities set forth in Attachment B and B-1 only:

- a. Campus Recreation Center
- b. Rec Center Lawn
- c. Seawolf Plaza
- d. Ropes Course
- e. Weyden and Brewsters seating area, Lounge in Student Center
- f. Cooperage
- g. Barrel Room

The extension above is granted only for the limited purpose of allowing the County to operate an Alternate Care Site, as defined by the CDC¹, in Facilities a-g as set out above. Unfortunately, the County's request to extend the term of its use of the remainder of our Facilities in the Agreement cannot be granted.

¹ https://www.cdc.gov/coronavirus/2019-ncov/hcp/alternative-care-sites.html



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As previously stated in our letter dated 5/21/2020, and in Joyce Lopes' email on 5/22/2020 and at the in-person meeting held on June 12, 2020, the University does not approve the extension of time beyond July 5, 2020 and again, hereby gives written notice to the County per Agreement, Section 9.c. that we are terminating the Agreement as to the County's use of and presence in the following Facilities:

Sauvignon and Verdot Village

The County's presence on campus at Sauvignon and Verdot Village must cease by July 5, 2020. Additionally, as previously stated in our earlier communications, the County is again reminded of its obligation not only to vacate, but to return the Sauvignon and Verdot Village Facilities to the University in accordance with Section 5.a. of the Agreement no later than July 5, 2020.

Finally, Sonoma State hereby gives written notice to the County per Agreement, Section 9.c. that Sonoma State is terminating permission for the County to use and/or occupy any and all of the Facilities identified in the Agreement at Sonoma State after August 4, 2020. As stated above, the County must not only vacate campus, but must return the University campus to Sonoma State in accordance with Section 5.a. of the Agreement by said termination date.

The University is proud it has been able to assist the County with its obligations to care for our broader community and we hope the County will now be supportive of Sonoma State's need to refocus its efforts to our core mission as a University providing higher education.

Sincerely,

Elisabeth Walter

University Counsel, Sonoma State University

ec: Brad Wells, Associate Vice Chancellor (bwells@calstate.edu)

Joyce Lopes, Vice President of Administration and Finance (joyce.lopes@sonoma.edu)
Jenifer Barnett, Managing Dir. for Contracts and Procurement (jenifer.barnett@sonoma.edu)