

MAR 7 2012

By Cyndi Lee
Clerk of the Board

For the Agenda of:
March 27, 2012

REVISED

To: Board of Supervisors

From: Department of General Services

Subject: Lease Agreement No. 1790 For The Probation Department, Adult Day Reporting Center, 1215 Del Paso Boulevard In The City Of Sacramento, CA 95815 (APN 275-0166-013)
Environmental Document: Exemption (Control No. 2012-70014)

Supervisorial
District(s): Serna

Contact: Tanya Brown, Sr. Admin Analyst, Facility Planning and Mgmt, 876-6233
Suzanne Meyer, Lease Program Manager, Real Estate Division, 876-6210
Michael Bays, Probation Division Chief, 875-0206

Overview

The Probation Department (Probation) requires additional space for an Adult Day Reporting Center (ADRC 3) in North Sacramento. On November 1, 2011, the Board approved Resolution No. 2011-0801, authorizing the public safety realignment plan as recommended by Community Corrections Partnership (CCP), which included establishing the ADRC 3. The proposed new facility will be located at 1215 Del Paso Boulevard in the City of Sacramento and is approximately 8,920 square feet (sf) of office space. The building owner has agreed to improve the premises at no additional cost to Probation. The new facility is expected to be ready for occupancy in April 2012.

ADRC 3 will provide intensive on-site intervention programs and community supervision for adult offenders who have a moderate to high risk to reoffend and are identified as having high needs.

In accordance with the County's Good Neighbor policy, Probation has conducted outreach informing the community of their intent to operate an ADRC at the proposed location. Department of General Services Real Estate (DGS Real Estate) has notified the City of Sacramento pursuant to Government Code Section 25351 of the County's intent to lease a building within the city boundaries.

Recommendations

1. Adopt the attached Resolution authorizing the Director of General Services or his designee, to execute Lease Agreement No. 1790 (Lease).
2. Direct the Clerk of the Board to provide DGS Real Estate with four (4) executed copies of the original certified Resolution.

Measures/Evaluation

Not applicable.

cc: Bays

Fiscal Impact

The lease costs will be fully funded under the 2011 Public Safety Realignment, pursuant to State Assembly Bill (AB) 109 and 117, and companion trailer bills to provide revenue for local public safety programs, including County-level supervision.

The base rent for the Lease has been negotiated at \$1.31 per square foot (psf) or \$11,685.20 monthly for the first year with \$.04 annual escalations. The building owner will be responsible for utilities, sewer, water, light replacement, pest control, refuse and recyclable material removal, janitorial services and supplies, and mechanical system servicing costs. Probation will be responsible for the intrusion alarm system and access control system costs. The lease term is five years from the commencement date.

One-time costs to setup the new facility are estimated at \$194,500. The costs include information technology infrastructure, equipment, VoIP phones, microwave network bridge connection, and installation at \$80,000. Security system and installation costs are estimated at \$55,000; and \$59,500 for moving, furniture, modular product, design, and installation services.

The current fiscal year's lease costs of approximately \$36,500 are included in Probation's Fiscal Year 2011-12 Adopted Budget and are funded by AB 109. All costs related to ADRC 3 including one-time setup costs and staffing are funded by the AB 109 implementation plan. The lease costs will be included in Probation's Fiscal Year 2012-13 budget request.

BACKGROUND

On April 5, 2011, the California Governor approved AB 109, and later companion trailer bills, which made fundamental changes to California's correctional system by shifting certain responsibilities for lower level offenders and adult parolees from the State to the counties. AB 109 and various trailer bills enabled the 2011 Public Safety Realignment (2011 Realignment) legislation to be established and provide dedicated funding for counties to implement local public safety programs. The 2011 Realignment also established the local CCP committee to develop and recommend an implementation plan to the Board. On July 26, 2011, the Board approved Resolution No. 2011-0558, which designated Probation as the County's supervising agency. On November 1, 2011, the Board approved the recommended implementation and funding plan developed by the CCP. The implementation plan included establishing the ADRC 3 facility.

Probation has two ADRC facilities operating, and with the approval of this Lease, ADRC 3 will be the third facility in Sacramento County. In July 2010, Probation began operating ADRC 1 at 3201 Florin-Perkins Road, Sacramento, CA 95826. On November 8, 2011, the Board adopted Resolution No. 2011-0809, which authorized Probation to establish ADRC 2 located at 7000 Franklin Boulevard, Suite 1230, Sacramento, CA 95823. This location began operating in February 2012.

DISCUSSION

ADRC 3 will provide intensive on-site intervention programs and community supervision for adult offenders who have a moderate to high risk to reoffend and are identified as having high needs. The program will operate in conjunction with Probation's existing ADRCs for local high-risk adult felony probationers. The ADRCs are based on a program with four core elements and tailored to the offenders' assessed needs to assist them in reducing their risk to reoffend by utilizing Evidence Based Practices.

The program at the new facility, ADRC 3, will be modeled after the existing programs at the ADRC 1 and ADRC 2 locations. The four phase program includes cognitive-behavioral treatment intervention, emergency housing, education, and vocational development. Through the program, offenders will receive referrals to community based organizations, access to job training and placement services, preparation for the General Educational Development (GED) test, and will participate in work crews to enhance the community. The facility will be staffed by Deputy Probation Officers and support staff that were included in the AB109 funding plan.

DGS Real Estate has identified approximately 8,920 sf of office space at 1215 Del Paso Boulevard in the City of Sacramento. A primary requirement for Probation is to be located in the north area. The facility is in close proximity to Highway 160 and is located on Regional Transit's bus route and near a light rail station. The County does not have any vacant owned space in the north area. The building owner has agreed to improve the facility to meet Probation's needs. The new facility will include training, interview, group, and break rooms; staff offices and reception area. The facility is expected to be ready for occupancy in April 2012.

In accordance with the County's Good Neighbor policy, Probation has conducted community outreach informing the community of their intent to operate an ADRC at the proposed location. A letter has been sent to Del Paso Boulevard Partnership, Twin Rivers South Community Council, and Woodlake Neighborhood Association. Additionally, City of Sacramento Councilmember, Sandy Sheedy, has been notified. Any concerns will be promptly addressed by the Assistant Chief Deputy of the Adult Community Corrections Division. DGS Real Estate has notified the City of Sacramento pursuant to Government Code Section 25351 of the County's intent to lease a building within the city boundaries.

County Counsel approved the Lease Agreement No. 1790 as to form and Probation has approved it as to terms and conditions.

An environmental review for this location was submitted to the Department of Community Planning and Development Environmental Review and Assessment and a Notice of Exemption, Control Number 2012-70014 has been issued.

FINANCIAL ANALYSIS

The lease costs will be fully funded under the 2011 Public Safety Realignment, pursuant to State Assembly Bill (AB) 109 and 117, and companion trailer bills to provide revenue for local public safety programs, including County-level supervision.

The base rent for the Lease has been negotiated at \$1.31 psf or \$11,685.20 monthly for the first year with \$.04 annual escalations. The Lease is full-service; therefore, the building owner will be responsible for utilities, sewer, water, light replacement, pest control, refuse and recyclable material removal, janitorial services and supplies, and mechanical system servicing costs. Probation will be responsible for the intrusion alarm system and access control system costs. The lease term is five years from the commencement date.

The proposed rent schedule follows:

Year	Lease Rate (psf)	Total Monthly Rent
1	\$1.31	\$11,685.20
2	1.35	12,042.00
3	1.39	12,398.80
4	1.43	12,755.60
5	1.47	13,112.40

One-time costs to setup the new facility are estimated at \$194,500. The costs include information technology infrastructure, equipment, VoIP phones, microwave network bridge connection, and installation at \$80,000. Security system and installation costs are estimated at \$55,000; and \$59,500 for moving, furniture, modular product, design, and installation services.

The current fiscal year's lease costs of approximately \$36,500 are included in Probation's Fiscal Year 2011-12 Adopted Budget and are funded by AB 109. All costs related to ADRC 3 including one-time setup costs and staffing are funded by the AB 109 implementation plan. The lease costs will be included in Probation's Fiscal Year 2012-13 budget request.

Lessor agrees that lease is dependent upon certain Federal and/or State funding or availability of County funding and if that funding becomes unavailable then the County has the right to reduce the amount of space occupied or terminate the lease.

Respectfully submitted,

APPROVED:
BRADLEY J. HUDSON
County Executive

MICHAEL M. MORSE, Director
Department of General Services

By: _____
DAVID VILLANUEVA
Chief Deputy County Executive

Concur as to terms and conditions:

DON MEYER, Chief Probation Officer
Department of Probation

Attachments: Resolution
 Vicinity Map
 Lease Agreement No. 1790

RESOLUTION NO. 2012-0167

AUTHORIZATION TO ENTER INTO LEASE AGREEMENT NO. 1790
FOR THE DEPARTMENT OF PROBATION AT
1215 DEL PASO BOULEVARD, SACRAMENTO, CA 95815
(APN 275-0166-013)
ENVIRONMENTAL DOCUMENT: EXEMPTION (CONTROL NO. 2012-70014)

BE IT RESOLVED AND ORDERED that the Director of General Services, or his designee, of the County of Sacramento is hereby authorized to execute Lease Agreement No. 1790 hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with DEL PASO PROPERTIES, LTD., a California limited partnership, to sign other ancillary documents as required; and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Peters, seconded by Supervisor Yee, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 27th day of March, 2012, by the following vote, to-wit:

AYES: SUPERVISORS, Peters, Serna, Yee, MacGlashan, Nottoli
NOES: SUPERVISORS, None
ABSENT: SUPERVISORS, None
ABSTAIN: SUPERVISORS, None

Don Nottoli

Chair of the Board of Supervisors
of Sacramento County, California



In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors. County Of Sacramento on: 3/27/12

By: V. Anders
Deputy Clerk, Board of Supervisors

FILED
BOARD OF SUPERVISORS

MAR 27 2012

Cyndi Lee
CLERK OF THE BOARD

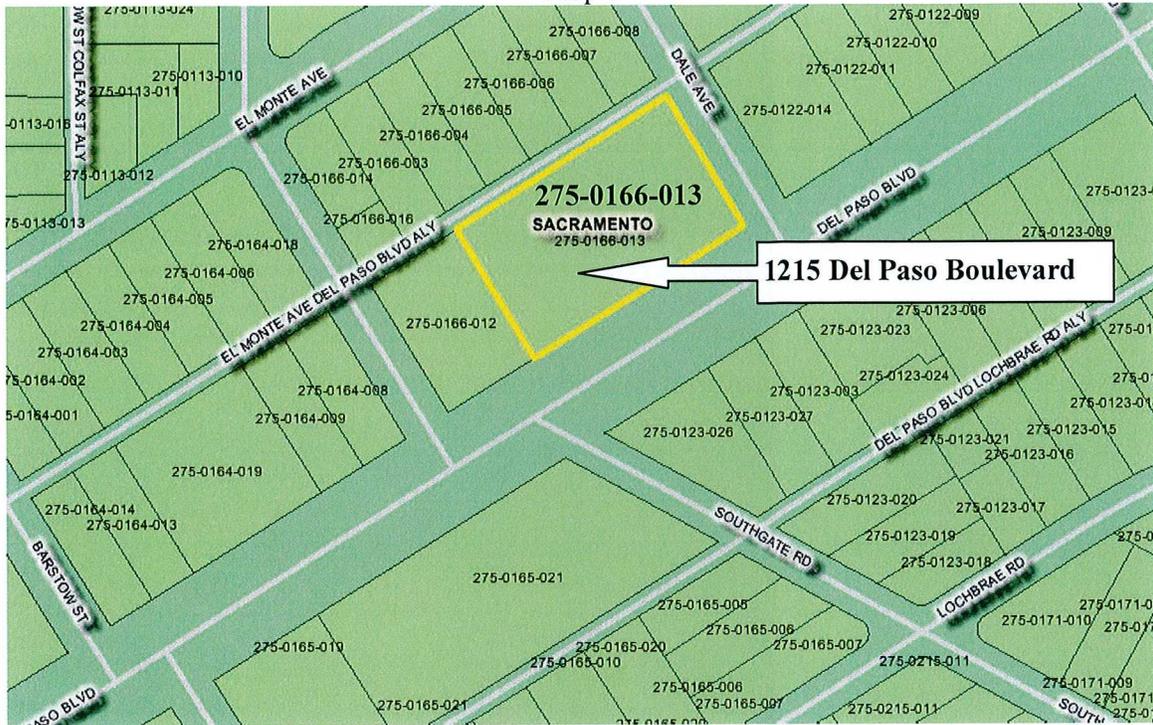
ATTEST: Cyndi Lee
Clerk, Board of Supervisors

VICINITY MAP

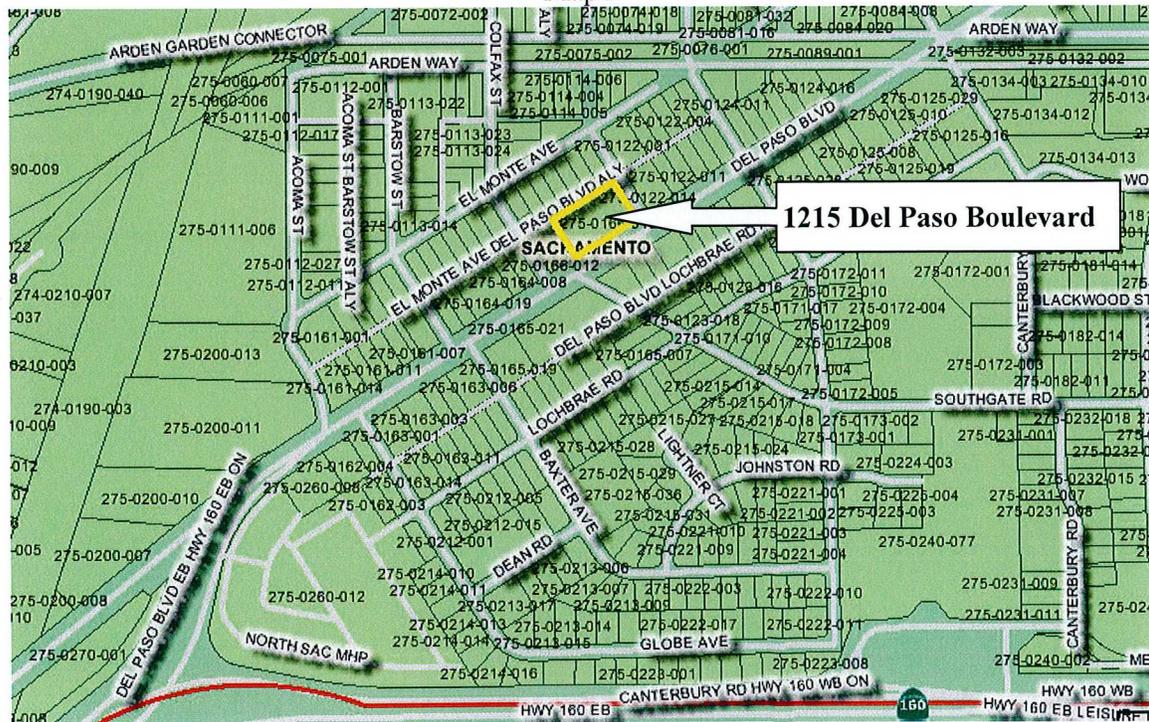
For the Agenda of:
March 27, 2012

Subject: Lease Agreement No. 1790 For The Probation Department, 1215 Del Paso Boulevard
In The City Of Sacramento, CA 95815 (APN 275-0166-013)

Map 1



Map 2



LEASE 1790

COUNTY OF SACRAMENTO

**1215 DEL PASO BOULEVARD
SACRAMENTO, CALIFORNIA 95815**

On Behalf Of:

DEPARTMENT OF PROBATION

Prepared By:

John Rocha, Real Estate Officer II

**Suzanne Meyer, Program Manager
Lease Management Section**

LEASE 1790

TABLE OF CONTENTS

ARTICLES

ARTICLE 1	LEASED PREMISES
ARTICLE 2	TERM
ARTICLE 3	IMPROVEMENTS
ARTICLE 4	RENT
ARTICLE 5	TAXES AND ASSESSMENTS
ARTICLE 6	UTILITY AND SERVICE PAYMENTS
ARTICLE 7	MAINTENANCE AND REPAIR
ARTICLE 8	INDEMNITY
ARTICLE 9	INSURANCE
ARTICLE 10	USE OF LEASED PREMISES
ARTICLE 11	GENERAL

SIGNATURE PAGE

EXHIBITS

EXHIBIT "A"	PROPOSED SPACE PLAN
EXHIBIT "B"	CONSTRUCTION SPECIFICATIONS
EXHIBIT "C"	JANITORIAL SPECIFICATIONS
EXHIBIT "D"	LEGAL DESCRIPTION
EXHIBIT "E"	MAINTENANCE TIMELINES
EXHIBIT "F"	PROJECT SCHEDULE

LESSOR _____

**LEASE AGREEMENT
1215 DEL PASO BOULEVARD
SACRAMENTO, CALIFORNIA 95815**

LEASE 1790

THIS LEASE is made between DEL PASO PROPERTIES, LTD., a California limited partnership (LESSOR) and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (LESSEE), and shall be effective upon the date it is approved by the County of Sacramento Board of Supervisors as set forth on the signature page hereof (the "Effective Date").

**ARTICLE 1
LEASED PREMISES**

1.1 LEASED PREMISES. In consideration of the Rent hereinafter reserved and the covenants hereinafter contained, LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the following described property, collectively referred to hereinafter as the "Leased Premises" or "Premises": a mutually agreed area of approximately 8,920 square feet in the building located at 1215 Del Paso Boulevard, Sacramento, California 95815 as more particularly shown on Exhibit "A", attached hereto and made a part hereof by reference, and as described in the attached Exhibit "D", together with the exclusive right to use that portion of the parking area designated "Exclusive Parking" on Exhibit "A", and the non-exclusive right to use that portion of the parking area designated "Non-exclusive Parking" on Exhibit "A", and the access drives and other parking rights as are contained in this Lease.

The Leased Premises will consist of public lobby areas and non-public secured areas controlled by an electronic access control system. Access to the public lobby areas of the Leased Premises after hours, or to the secured areas of the Leased Premises at any time, shall be restricted by LESSEE. These areas of restricted access shall hereinafter collectively be referred to as the "Restricted Area".

**ARTICLE 2
TERM**

2.1 TERM COMMENCEMENT. The term of this Lease (the "Term") shall commence and LESSEE'S obligation to pay Rent shall accrue upon the earlier to occur of the following two events (the "Commencement Date"):

- A.** Ten (10) days after LESSOR'S Work, as more clearly described in Article 3 below, is completed and accepted by LESSEE in writing; or
- B.** Upon mutual agreement of the parties in writing concerning all of the following: (i) substantial completion of LESSOR'S Work and expected full completion of LESSOR'S Work, (ii) occupancy of the Leased Premises by LESSEE, and (iii) commencement of Rent.

LESSOR _____

LESSEE is under no obligation whatsoever to accept alternative (B) and may insist upon completion of LESSOR'S Work as a condition to the Commencement Date. With regard to the foregoing provisions (A) or (B), the County of Sacramento, Director of General Services, or his/her designee (the "Director"), is hereby authorized, on behalf of LESSEE to execute the writings described in either subparagraph (A) or (B) above; provided, however, no authority to modify any other provision of this Lease is given or intended.

- 2.2 EXPIRATION.** Unless sooner terminated as herein provided the Term shall expire and end 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 (the "Expiration Date").
- 2.3 OPTIONAL TERM.** *Intentionally omitted.*
- 2.4 EARLY TERMINATION.** *Intentionally omitted.*
- 2.5 HOLDOVER.** LESSEE shall have the option to hold possession of the Leased Premises after the Expiration Date of the Term upon the same terms and conditions. In the event LESSEE remains in possession of the Leased Premises after the Expiration Date of the Term, either party may terminate the tenancy by giving a 120 day written notice. The Director is authorized, on behalf of LESSEE, to execute and deliver the written notice provided for herein.

ARTICLE 3 LESSOR'S WORK

- 3.1 LESSOR'S WORK.** LESSOR shall perform the tenant improvement work described in Exhibits "A" and "B" attached hereto and incorporated herein by this reference ("LESSOR'S Work"). LESSOR shall commence LESSOR'S Work promptly upon execution of this Lease by the parties hereto. In no event shall LESSOR'S Work commence prior to the Effective Date.
- 3.2 COST OF LESSOR'S WORK.** The LESSOR'S Work shall be at LESSOR'S sole cost and expense.
- 3.3 DESIGN DEVELOPMENT.** If detailed plans are required for LESSOR'S Work, then said detailed plans shall be developed by LESSOR, at LESSOR'S sole cost and expense, with final detailed plans approved by LESSEE.
- 3.4 CONSTRUCTION STANDARDS.** In addition to those specifications set forth in Exhibits "A" and "B", the LESSOR'S Work shall comply in all respects with all laws, regulations, rules, and ordinances, whether city, county, state, or federal, as are, from time to time, applicable to the construction of the Leased Premises. This shall include compliance with the current requirements of the appropriate governmental building inspection department concerning LESSOR'S Work.

LESSOR _____

- 3.5 **ASBESTOS.** If, in the performance of the construction of LESSOR'S Work, or of any subsequent work or Alteration by LESSOR or LESSEE, it is determined that asbestos-containing materials will have to be removed from the Leased Premises, then LESSOR shall engage the services of a licensed asbestos contractor for the removal of such materials. All asbestos-containing materials removed from the Leased Premises shall be promptly. Any cost and expense which may be caused by the need to hire such asbestos contractor, either for the removal of asbestos-containing materials, or the replacement of such materials, shall be borne solely by LESSOR.
- 3.6 **PREVAILING WAGES.** If the work to be performed by LESSOR hereunder is a public work as defined in California Labor Code Section 1720.2, then LESSOR must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code.
- 3.7 **TIME OF COMPLETION.** LESSOR shall provide LESSEE with a project schedule, approved by LESSEE and incorporated herein by this reference as Exhibit "F". LESSOR'S Work shall be completed in accordance with said project schedule, but under no circumstances shall LESSOR'S Work be completed later than May 31, 2012.
- 3.8 **OCCUPANCY.** Occupancy of the Leased Premises by LESSEE prior to the completion of LESSOR'S Work shall not relieve LESSOR from full compliance of the requirements of Exhibits "A" and "B", or from full compliance with any other provision of this Lease.
- 3.9 **LIQUIDATED DAMAGES.** LESSOR acknowledges and agrees that failure by LESSOR to timely comply with the provisions of Article 3 will cause LESSEE to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to determine. Such costs include but are not limited to: processing and accounting charges, modular furniture orders, and relocation of workers and legal fees. In the event LESSOR is not in compliance with the provision of subparagraph 3.7, with the exception of an unreasonable delay caused by LESSEE, LESSOR shall pay to LESSEE as liquidated damages the sum equal to 1/30th of the Rent when due and payable for that particular month for each day, or part thereof that LESSOR'S non-compliance continues. The parties agree that this amount represents a fair and reasonable estimate of the costs LESSEE will incur by reason of non-compliance by LESSOR. Acceptance of payment of this amount by LESSEE shall not prevent LESSEE from subsequently exercising any other rights and remedies available hereunder or which may be available in law or equity.

ARTICLE 4 RENT

- 4.1 **MONTHLY RENT.** The monthly rental rate (the "Rent") during the Term of this Lease shall be as shown below. The Rent shall be payable in arrears. Yearly rental rate increases, if any, shall begin on the first day of the month following the Commencement Date established in subparagraph 2.1 should said Commencement Date be established on a date other than the first day of the month.

LESSOR _____

Term In Months	Base Rental Rate	Escalation Factor	Total Monthly Rent
01-12	\$1.31	\$0.04	\$11,685.20
13-24	\$1.35	\$0.04	\$12,042.00
25-36	\$1.39	\$0.04	\$12,398.80
37-48	\$1.43	\$0.04	\$12,755.60
49-60	\$1.47	\$0.04	\$13,112.40

4.2 OPTIONAL TERM RENT. *Intentionally omitted.*

**ARTICLE 5
TAXES AND ASSESSMENTS**

5.1 TAXES AND ASSESSMENTS. LESSOR shall pay all Real Estate Taxes assessed against the Leased Premises, and any other assessments of whatever character which may become a lien against said Leased Premises.

5.2 REAL ESTATE TAXES DEFINED. The term "Real Estate Taxes" means all taxes, rates, and assessments, general or special, levied or imposed with respect to the land, the Leased Premises, or the Improvements constructed thereon (including all taxes, rates and assessments, general or special, levied or imposed for school, public betterment and/or general or local Improvements). If the system of real estate taxation is altered or varied, and any new tax or levy is levied or imposed on said Leased Premises, or LESSOR, in substitution for or modification of Real Estate Taxes presently levied or imposed in the jurisdiction where the Leased Premises is located, then such new tax or levy shall be included within the term "Real Estate Taxes".

**ARTICLE 6
UTILITY AND SERVICE PAYMENTS**

6.1 GAS AND ELECTRICITY. LESSOR shall pay all gas and electricity utility charges for heating, cooling, and lighting purposes and operation of all office equipment, including computers, used on the Leased Premises.

6.2 REMOVAL OF GARBAGE, WASTE AND RECYCLABLE MATERIALS. LESSOR shall, without additional charge, furnish regular and adequate garbage, waste and recyclable material removal services.

6.3 SEWER AND WATER. LESSOR shall furnish, without additional charge, sewer and water service to the Leased Premises.

6.4 JANITORIAL SERVICE. LESSOR shall furnish all necessary janitorial service as described in Exhibit "C" attached hereto and incorporated herein by reference.

LESSOR _____

- 6.5 **FAILURE TO MAKE PAYMENT.** In the event LESSOR fails to pay any of the charges, rates, or payments for the aforementioned utilities and services when due, LESSEE may, at LESSEE'S option, pay the outstanding charge, rate, fee, or payment, including LESSEE staff time, and deduct said amount from the Rent to accrue.

**ARTICLE 7
MAINTENANCE AND REPAIR**

- 7.1 **LESSOR'S MAINTENANCE AND REPAIR OBLIGATIONS.** LESSOR shall, at LESSOR'S sole cost and expense, and in accordance with the terms of this Lease, keep the Leased Premises 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, elevators, plumbing, water pipes, hot water heater, kitchen appliances, 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, and toiletry dispensers.

- 7.2 **TIMING OF MAINTENANCE WORK.** All maintenance and repair work requested by LESSEE, shall be performed by LESSOR (or LESSOR'S agent) in a timely fashion and in accordance with the terms herein. LESSEE, in its sole discretion, shall determine if the requested maintenance or repair requires an Emergency, Urgent or Routine response by LESSOR.

- A. **Emergency.** Maintenance, repair, and/or replacement work determined to be Emergency by LESSEE and to be performed by LESSOR (or LESSOR'S agent), shall be scheduled and arranged by LESSOR in accordance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE'S knowledge and consent.

If LESSEE is unable to reach LESSOR (or LESSOR'S agent), after LESSEE makes reasonable active efforts to notice LESSOR, and LESSOR is unreachable or non-responsive, then within one (1) hour of commencement of notification efforts, LESSEE may arrange for said emergency maintenance, repair, and/or replacement work and deduct the cost, pay the outstanding charge, rate, fee, or payment, including LESSEE staff time, and deduct said amount from the Rent to accrue.

- B. **Urgent.** Maintenance, repair, and/or replacement work determined to be Urgent by LESSEE and to be performed by LESSOR (or LESSOR'S agent), shall be scheduled and arranged by LESSOR in compliance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE'S knowledge and consent.

- C. **Routine.** Maintenance, repair, and/or replacement determined to be Routine by LESSEE and to be performed by LESSOR (or LESSOR'S agent), shall be scheduled and arranged by LESSOR in compliance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with

LESSOR _____

LESSEE'S knowledge and consent. Maintenance, repair, and/or replacement work determined to be Routine by LESSEE which would disrupt LESSEE'S operation and use of the Leased Premises or any portion thereof shall not be performed during LESSEE'S business hours.

- D. Planned preventative maintenance initiated by LESSOR.** Preventative maintenance, repair, and/or replacement work initiated by LESSOR and to be performed by LESSOR (or LESSOR'S agent), shall be scheduled and arranged by LESSOR with LESSEE'S knowledge and consent a minimum of five (5) business days in advance of any planned preventative maintenance, repair, replacement, or improvement. Preventative maintenance, repair, replacement work or improvement which would disrupt LESSEE'S operation and use of the Leased Premises or any portion thereof shall not be performed during LESSEE'S business hours.

7.3 MAINTENANCE, MONITORING, AND TESTING OF LIFE/HEALTH/SAFETY SYSTEMS. LESSOR shall perform annual maintenance, monitoring, and testing of all Life/Health/Safety Systems; including but not limited to: emergency lighting, fire alarm systems, fire extinguishers, smoke detectors, and all mechanical systems. LESSOR shall provide to LESSEE a written report within thirty (30) days of said maintenance and testing.

7.4 LIGHTING. LESSOR shall furnish, maintain, and repair all light fixtures; including the prompt replacement of all extinguished ballasts, light bulbs and/or tubes at all times during the Term. LESSOR shall also dispose of all extinguished light bulbs and/or tubes in accordance with the standards set forth by the California Code of Regulations (CCR) Title 22, Chapter 23.

7.5 EXTERIOR. LESSOR shall with specific regard to exterior maintenance and repair of the Leased Premises:

- A. Landscaping.** LESSOR shall furnish all landscaping maintenance, repair, and replacement.
- B. Parking Lot.** As to all parking areas shown on Exhibit "A", LESSOR shall furnish parking lot sweeping, maintenance and repair, cleaning, re-striping, and re-surfacing. With specific regard to the re-striping and re-surfacing, LESSOR shall, at its sole cost and expense, re-stripe and re-surface the parking lot once after the fifth year and, thereafter, every successive five (5) year period of the Term.
- C. Graffiti Removal.** LESSOR shall promptly remove all graffiti from the exterior walls of the Leased Premises and from all of the exterior of the Leased Premises. If LESSOR fails to remove any such graffiti from the exterior of the Leased Premises within forty eight (48) hours of LESSOR'S receipt of written notice by LESSEE, LESSEE may perform, or cause to be performed, removal of said graffiti and deduct the actual costs thereof from the Rent. For purposes of the

LESSOR _____

self-help remedy herein granted, LESSOR hereby grants to LESSEE all rights necessary to exercise such remedy.

D. Security Patrol. *Intentionally omitted.*

7.6 WALL AND FLOOR FINISH. With specific regard to wall and floor finishing:

- A. Walls.** LESSOR shall, at its sole cost and expense, repaint the interior of the Leased Premises with colors subject to LESSEE approval, prior to the Lease Commencement Date.
- B. Floors.** LESSOR shall, at its sole cost and expense, replace the carpet and other flooring materials within the Leased Premises as needed, with colors subject to LESSEE approval, prior to the Lease Commencement Date.

7.7 PEST CONTROL. LESSOR shall provide, at its sole cost and expense, all structural and non-structural pest control service for the Leased Premises. Said pest control service shall be provided on a scheduled basis, at a minimum quarterly, and address the following: structural pests, non-structural pests, landscaping pests and organisms, termites, dry rot, and powder post beetles.

7.8 MECHANICAL SYSTEM SERVICE. LESSOR shall, at its sole cost and expense, provide the following:

- A.** Employ a licensed heating and air conditioning contractor to inspect, service, maintain, repair, and replace as needed all mechanical systems of the Leased Premises on a regular and consistent basis to maintain the original performance and operation of the systems.
- B.** Perform annual inspections of all mechanical systems of the Leased Premises; including, but not limited to, the heating, ventilating, and air-conditioning system. Annual inspections shall occur during the months of February or March, in anticipation of the air-conditioning season.
- C. Heating, Ventilating, And Air Conditioning (HVAC).** Use air filters manufactured in accordance with industry standards and for use in the specific model of the mechanical system of the Leased Premises and shall replace said air filters upon occupancy and on a quarterly basis (i.e. every 90 days) starting ninety (90) days from the Commencement Date and continuing until the Termination of this Lease. The HVAC system shall be capable of maintaining comfort conditions between 68 and 78 degrees throughout all conditioned areas at all times of the year. The cooling system shall be designed to maintain 76°F inside when the outside temperature is 100°F. The heating system shall be designed to maintain 70°F inside when the outside temperature is 30°F.
- D.** Provide a copy of the mechanical system service record to LESSEE prior to occupancy and upon LESSEE'S request during the Term.

LESSOR _____

- E. Ensure that all inspections, maintenance and repair of the mechanical system be documented in writing and available for review within forty eight (48) hours of request as stated in Title 8, California Code of Regulations, Section 5142(b). Records must be kept for a minimum of five (5) years.

7.9 SECURITY SYSTEM SERVICE. The parties acknowledge and agree:

- A. **Intrusion Alarm System.** LESSEE shall provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Intrusion Alarm System located at the Leased Premises, which was installed on or before the Commencement Date.
- B. **Access Control System.** LESSEE shall, at LESSEE'S discretion, provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Access Control System installed on the Leased Premises. LESSOR shall maintain new and existing doors and door hardware including but not limited to: doors, door frames, electric strikes, lever sets or mag-locks, and panic bars.

7.10 REPAIR CONTACT. For those maintenance and repair duties undertaken by LESSOR under the provisions of this Lease, LESSEE may notify LESSOR or LESSOR'S designated contacts requesting service when maintenance or repair is required for the Leased Premises as hereinafter provided.

- A. **Repair Contacts.** Ten (10) days prior to the Lease Commencement Date, LESSOR shall designate in writing sources to be called when repairs to the Leased Premises are required. Information regarding these sources shall include names, addresses, telephone numbers, fax numbers, and email addresses.
- B. **Emergency/After Hours Repair Contacts.** Ten (10) days prior to the Lease Commencement Date, LESSOR shall designate in writing a list of additional sources to be called when emergency or after hours repair to the Leased Premises is required. Said sources shall be called in the event LESSEE is unable to contact LESSOR or LESSOR'S agent within a reasonable time under the circumstances. This list shall include, as to each source, name, address, telephone number, fax number, and email address.
- C. **Self-Help.** In the event LESSOR fails, refuses or neglects to make those repairs or replacements for which LESSOR is obligated, within the timelines specified in Exhibit "E", then LESSEE may, in addition to any other remedy LESSEE may have, make, or cause to be made, such repairs and may thereafter deduct the actual cost so incurred from the next monthly installment of Rent due plus an administrative fee. Said administrative fee shall not be less than \$500.00 USD or up to a maximum of eighteen (18) percent of the actual cost incurred whichever sum is greater.

LESSOR _____

7.11 LESSEE-CAUSED MAINTENANCE AND REPAIR OBLIGATIONS. In the event LESSEE requests maintenance and repair work from LESSOR pursuant to subparagraph 7.1 above, and said maintenance and repair work is later determined to be caused by the unreasonable acts of LESSEE, its officers, employees, agents, volunteers, or invitees (based on proper documentation submitted to, and approved by, LESSEE), then LESSEE shall reimburse LESSOR, LESSOR'S agent (property manager), or LESSOR'S vendor for the actual amount of said maintenance and repair work within thirty (30) days of LESSEE'S receipt of a proper invoice. Upon satisfactory completion thereof, the Director shall have the authority to approve and pay said reimbursement (including applicable overhead and profit as identified in subparagraph 11.5.B).

ARTICLE 8 INDEMNITY

8.1 INDEMNITY.

- A.** LESSEE shall defend, indemnify and hold harmless LESSOR, 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 Leased Premises caused in whole or in part by a wrongful or negligent act or omission of LESSEE or anyone directly employed by LESSEE, its officers, agents, invitees, guests, or volunteers.
- B.** LESSOR shall defend, indemnify and hold harmless LESSEE, 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 Leased Premises caused in whole or in part by a wrongful or negligent act or omission of LESSOR or anyone directly employed by LESSOR, its officers, agents, invitees, guests, or volunteers.
- C.** It is the intention of LESSOR and LESSEE 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 injury or damage attributable to the fault of that party, its officers, employees, agents, invitees, guests, or volunteers.
- D.** The indemnity in this Article shall survive termination or expiration of the Lease.

ARTICLE 9 INSURANCE

9.1 INSURANCE.

- A.** LESSOR agrees that it shall, during the Term of this Lease, or any extensions thereof, and at its own expense, keep the Leased Premises and any structural

LESSOR _____

improvements on the leased 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. LESSOR does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against LESSEE 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 LESSEE.

- B. LESSEE agrees that it shall, during the Term of this Lease, or any extensions thereof, and at its own expense, keep its contents, non-structural improvements and personal property located on the Leased Premises 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. LESSEE does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against the LESSOR 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 LESSOR.
- C. LESSOR shall maintain property damage and public liability insurance covering the Leased 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. LESSOR shall furnish a certificate substantiating the fact that LESSOR has taken out the insurance herein set forth for the period covered by the Lease 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. LESSOR'S insurance policy required by this Agreement shall maintain all insurance coverages and limits in place at all times and provide LESSEE with evidence of each policy's renewal ten (10) days in advance of its anniversary date.
- E. LESSOR is required by this Agreement to immediately notify LESSEE 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. LESSOR 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 Internal Services Agency, Real Estate Division, not less than ten (10) days prior to the date of occupancy by the LESSEE.

LESSOR _____

- G. LESSEE is self-insured for liability and shall furnish LESSOR a letter confirming this upon request.
- H. LESSEE and LESSOR 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 LESSEE and LESSOR hereunder shall not limit LESSEE'S or LESSOR'S liability under this Lease.
- J. Notification of Claim. If any claim for damages is filed with LESSOR or if any lawsuit is instituted against LESSOR, that arise out of or are in any way connected with LESSOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect LESSEE, LESSOR shall give prompt and timely notice thereof to LESSEE. 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.

**ARTICLE 10
USE OF LEASED PREMISES**

10.1 USE OF LEASED PREMISES.

- A. LESSEE may use and occupy the Leased Premises during the Term by the County of Sacramento, Department of Probation and for any other lawful uses. LESSEE shall not use the Leased Premises or permit the Leased Premises to be used in whole or in part for any purpose or use that is in violation of any of the laws, ordinances, regulations, or rules of any public authority at any time.
- B. LESSOR consents that LESSEE, throughout the Term of this Lease, may post and maintain, in locations proximate to all exterior entrances to the Leased Premises and the building in which the Leased Premises is situated, signs prohibiting smoking on the Leased Premises within twenty (20) feet of all entrances, exits, open windows, ventilation intake systems, and covered walkways.

**ARTICLE 11
GENERAL**

11.1 TIME IS OF THE ESSENCE. LESSOR and LESSEE acknowledge and affirm that time is of the essence in the performance of the terms of this Lease.

11.2 DAMAGE TO LEASED PREMISES. In the event of the following:

- A. If the Leased Premises are totally destroyed by fire or other casualty, then this Lease shall terminate. If ten (10) percent or less of the floor space of the Leased

LESSOR _____

Premises is rendered unusable for the purposes intended, because of fire or other casualty, LESSOR shall restore the Leased Premises as quickly as reasonably possible.

- B. In the event that destruction of the Leased Premises renders more than ten (10) percent of the floor space unusable, LESSOR shall give notice to LESSEE as to the time required to make the repairs. If LESSOR has not given such notice within fifteen (15) days after the destruction, or if the time for repair is considered unreasonable by LESSEE, or if LESSOR does not diligently pursue the repairs, LESSEE may make the repairs itself, deducting the costs from the Rent.
- C. In the event of any such destruction where LESSEE remains in possession of said Leased Premises, the Rent shall be reduced by the percentage of unusable space.

11.3 RISK OF HAZARDS. LESSEE shall not do anything on the Leased Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

11.4 ACCESS AND USE RIGHTS.

- A. LESSEE shall have the exclusive right to use all interior and exterior areas of the Leased Premises as same are identified as shown on Exhibit "A", and legally described on Exhibit "D", which exhibits are attached hereto and made a part hereof.
- B. In the event of a reduction in LESSEE'S rights under paragraph 11.4.A above, and the reduction, in LESSEE'S opinion, renders the Leased Premises unsuitable for LESSEE'S operations, and LESSOR does not furnish equivalent access and rights within thirty (30) days of said reduction, LESSEE may terminate this Lease by giving ninety (90) days written notice to LESSOR.

11.5 ALTERATIONS BY LESSEE. "Alterations" shall mean any improvement made or installed during LESSEE'S possession of the Leased Premises (the "Alterations").

- A. LESSEE may make Alterations to the Leased Premises necessary for the accommodation of LESSEE'S users. Prior to the commencement of any Alteration to the Leased Premises, LESSEE shall notify LESSOR of the desired Alteration, to include a written description of the Alteration deemed necessary. LESSEE shall have the option to undertake and perform the Alteration on its own behalf using LESSEE'S choice of agent, vendor and/or contractor or, at LESSEE'S option, request that the LESSOR perform the Alteration through LESSOR'S agent, vendor, and/or contractor. Permission to use an agent, vendor, and/or contractor of LESSEE'S choice in making an Alteration of the Leased Premises shall not be unreasonably withheld by LESSOR. In the event that LESSEE uses LESSEE'S own agent, vendor, and/or contractor, LESSEE shall be responsible for making certain that LESSEE'S agent, vendor, and/or contractor

LESSOR _____

has adequate workers compensation and liability insurance as would be required by LESSOR for the level of Alteration required.

B. In the event LESSOR performs the Alteration through LESSOR'S agent, vendor, and/or contractor, then LESSOR shall provide written cost estimates (quantity of written cost estimates to be determined by LESSEE based on size and scope of Alteration) to LESSEE for the cost of the desired Alteration. LESSOR'S overhead and profit on Alteration projects shall be limited to five (5) percent of the total hard costs of the Alteration project (hard costs exclude building permit fees, school impact fees, sewer/water connection fees, electrical grid connection fees, and furniture/workstation moving costs involved in the Alteration project). Upon approval of the cost estimate and completion of the Alteration, LESSEE shall pay the full cost of the Alteration project to LESSOR in a lump sum payment (based on proper documentation of the costs submitted to, and approved by, LESSEE upon completion of the work). The Director shall have the authority to approve and pay the full cost of the Alteration at the completion of the desired Alteration. The total price payable by LESSEE to LESSOR for the Alterations shall be less than \$6,500 and paid within thirty (30) days of LESSEE'S receipt of a proper invoice issued upon satisfactory completion thereof. LESSOR shall maintain any Alteration after the Alteration is performed over the remaining terms of the Lease or renewal thereof regardless of whether the LESSOR performs the Alteration or if LESSEE performs the Alteration.

C. All fixtures, partitions, or other Alterations made or installed within the Leased Premises by either LESSEE or LESSOR, and paid for by LESSEE, are and shall remain the property of LESSEE. LESSEE shall have the right to remove the Alterations at the LESSEE'S sole cost and expense, or abandon same in place without further liability therefore to LESSOR. LESSEE shall repair any damage to the Leased Premises resulting from the removal of any fixture, partition, or other Alteration.

11.6 LESSEE'S RIGHT TO OFFSET AND SELF-HELP. LESSEE shall have the right (but not the obligation) to fulfill LESSOR'S obligations with respect to any duties or obligations further described in Article 5, Article 6, Article 7, or Article 8 (LESSEE shall have access to utility systems and elements outside the Leased Premises which service the Leased Premises in order to do so) in the event LESSOR defaults in its obligations to do the same, after the expiration of appropriate notice from LESSEE in the manner prescribed herein, and LESSOR'S failure to cure. In such event, LESSEE shall deduct its actual cost so incurred from the next monthly installment of Rent due plus an administrative fee. Said administrative fee shall not be less than \$500.00 USD or up to a maximum of eighteen (18) percent of the actual cost incurred whichever sum is greater.

11.7 LESSOR'S RIGHT TO LEASE. LESSOR warrants LESSOR is well seized of and has good title and right to lease the Leased Premises, will defend the title thereto, and will indemnify LESSEE against any damage and expense which LESSEE may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Leased Premises. LESSOR shall immediately provide to LESSEE sufficient

LESSOR _____

documentation, at the sole discretion of LESSEE, (e.g.: partnership agreement, grant deed, trust deed, trust, corporate resolution, or articles of incorporation) to support this warranty within ten (10) days of LESSEE'S request. If at any time LESSOR'S title or right to receive Rent hereunder is disputed, LESSEE may withhold Rent thereafter until LESSEE is furnished with proof satisfactory to LESSEE as to the proper person entitled to receive the Rent.

11.8 LESSOR'S SUCCESSORS IN INTEREST/ASSIGNS. If LESSOR conveys its leasehold interest in the Leased Premises to another party prior to the time LESSEE shall be required to pay Rent to the new owner, LESSEE shall be furnished with a fully executed assignment of LESSOR'S interest, together with a notification of the transfer executed by both LESSOR and the successor LESSOR, and the address for payment of Rent.

- A. This Lease shall be binding upon and inure to the successors-in-interest and assigns of LESSOR.
- B. LESSEE shall have the right and option to assign this Lease or any part hereof, or underlet the whole, or any part of said Leased Premises, without the consent of LESSOR. Assignment or subleasing by LESSEE will not release LESSEE from the obligations contained herein.

11.9 WRITTEN COMMUNICATIONS AND NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally, sent by fax, as evidenced by a fax transmittal, or sent by prepaid, first class, certified mail, or nationally recognized over-night delivery company. Such matters shall be addressed to the other party at the following addresses:

To LESSOR at:

Del Paso Properties, LTD.
4005 Manzanita Avenue, Suite 6
PMB 242
Carmichael, California 95608

Phone No. (916) 486-8234
FAX No. (916) 486-8234
Email Address. wyluda@aol.com
Tax ID. 68-0108416

To LESSEE at:

County of Sacramento
Real Estate Division
3711 Branch Center Road
Sacramento, California 95827

Phone No. (916) 876-6200
FAX No. (916) 876-6391

Or such other address as a party may designate to the other by notice. Such notice shall be deemed effective five (5) days after transmittal, as herein provided.

11.10 AMENDMENT AND WAIVERS. This Lease constitutes the entire understanding of the parties hereto and shall not be altered or amended except by a supplementary agreement in writing and executed under proper authority by both parties. The failure of

LESSOR _____

either LESSOR or LESSEE to exercise the rights granted hereunder shall not constitute a waiver of the same either at the time or upon a late recurrence.

11.11 RIGHT AND REMEDY. No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

11.12 CONSTRUCTION AND INTERPRETATION. It is agreed and acknowledged by the parties hereto that the provisions of this agreement have been arrived at through negotiations, and that each of the parties has had a full and fair opportunity to revise the provisions of this agreement and the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construction or interpreting this agreement.

11.13 RECORDATION OF LEASE. This Lease shall not be recorded, but, at the request of either party, the parties agree to execute a Memorandum of Lease in recordable form which may be recorded by either party.

11.14 SUBORDINATION. This Lease is and shall be prior to any encumbrance recorded after the date of this Lease or Memorandum of Lease affecting the building, other improvements, and land of which the Leased Premises are a part.

If, however, a lender requires that this Lease be subordinate to any such encumbrance, this Lease shall be subordinate to that encumbrance, if LESSOR first obtains from the lender a written agreement that provides the following (or language substantially similar):

“As long as LESSEE performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect LESSEE’S rights under this Lease.”

LESSEE shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

LESSEE shall execute the written agreement and any other documents reasonably required by the lender to accomplish the purpose of this subparagraph.

11.15 ESTOPPEL. Upon LESSOR’S written request, LESSEE shall deliver to LESSOR a written statement containing the following information, current as of the date of the statement: (A) The status of the Lease. (B) An explanation of any default claims LESSEE may have against LESSOR. (C) The term of the Lease. (D) The monthly rental payable. LESSEE shall deliver such statement to LESSOR or to any prospective purchaser upon LESSOR’S request. Any such statement by LESSEE may be given to any prospective purchaser or encumbrancer of the property.

11.16 CONDEMNATION. In the event of a condemnation of the Leased Premises or of any other rights of LESSEE hereunder, each of the parties hereto shall have and retain their separate and independent rights for loss, costs, and damages against the condemning

LESSOR _____

authority. Should more than ten (10) percent of the building on the Leased Premises, or of any other rights be taken so as to render the remaining Leased Premises or rights impractical for use of LESSEE, and LESSOR does not, within a reasonable time, reconfigure the remaining property so that the usability of the Leased Premises and other rights shall be substantially the same, LESSEE may terminate the Lease by giving LESSOR thirty (30) days notice. In the event less than all of the Leased Premises or other rights are condemned, and the balance remaining after any reconfiguration, may reasonably be devoted to the use of LESSEE, and LESSEE does not elect to terminate, then the rental rate shall thereafter be reduced to the extent that the market rental value of the facilities is reduced by such taking and any reconfiguration.

11.17 FORCE MAJEURE. Neither LESSOR nor LESSEE shall be deemed to be in breach of this Lease if either is prevented from performing any of its obligations herein by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, delays in obtaining building permits or other governmental approvals or any other circumstance for which it is not responsible, or which is not within its reasonable control (collectively, "Force Majeure Delay").

11.18 DEFAULT. LESSOR acknowledges and agrees that the obligation of LESSEE to pay Rent under this Agreement is contingent upon the availability of County funds which are appropriated and allocated by County's governing body for the payment of Rent hereunder. In this regard, in the event that this Agreement is terminated due to an uncured default of LESSEE hereunder, LESSOR may declare all Rent payments to the end of County's current fiscal year to be due, including any delinquent Rent from prior budget years. In no event shall LESSOR be entitled to a remedy of acceleration of the total Rent payments due over the Term of this Agreement. The parties acknowledge and agree that the limitations set forth above are required by Article 16, Section 18, of the California Constitution. LESSOR acknowledges and agrees that said Article 16, Section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this subparagraph. Notwithstanding the foregoing, LESSOR may have other rights or civil remedies to seek relief due to LESSEE'S right of possession under the Agreement and sue for the Rent as it becomes due.

11.19 REDUCTION OR TERMINATION. LESSOR expressly understands and agrees that LESSEE is dependent upon certain Federal and/or State funding or the availability of County funds to pay the Rent provided in this Lease. If such Federal, State or County funding is unavailable, discontinued and/or reduced, LESSEE shall have the right to: (A) reduce the amount of space occupied by County, or (B) terminate the Lease. In either event LESSEE shall provide LESSOR with at least ninety (90) days prior written notice of such reduction or termination.

In the event LESSEE exercises its right to reduce the amount of space under this Paragraph 11.19, the monthly Rent shall be reduced by an amount equal to the ratio of the total remaining occupied space in square feet divided by the total office space in square feet previously occupied by LESSEE. Should LESSEE elect to reduce the amount of space, LESSOR in the exercise of its own absolute discretion, shall have the right to

LESSOR _____

terminate the Lease upon written notice to LESSEE within ten (10) days of LESSOR'S receipt of a notice of reduction from LESSEE. The tenancy shall then terminate sixty (60) days after service of said notice of termination by LESSOR.

11.20 UNPAID AMORTIZED IMPROVEMENT COSTS. *Intentionally omitted.*

11.21 TERMINATION OF EXISTING LEASE. *Intentionally omitted.*

11.22 SECURITY CLEARANCES FOR ACCESS TO RESTRICTED AREA. All LESSOR'S representatives requiring access to the Restricted Area, whether personnel, contactors, vendors, etc., will be required to adhere to building security requirements prescribed by LESSEE. LESSEE shall exercise full and complete control over granting, denying, withholding or terminating clearances for LESSOR'S representatives.

- A. Requirement for background check for access to Restricted Area.** It is incumbent upon LESSOR that each of its representatives has completed a background check and received clearance by LESSEE prior to requiring access to the Restricted Area. Upon successful completion of the clearance process, each representative will be issued a photo identification card/badge allowing the individual access. Such badge shall be worn at all times in the Restricted Area. Sharing or loaning of badges is not permitted. LESSOR shall be responsible to keep the list of its representatives granted access up-to-date, and return badges as circumstances change. Badges remain the property of LESSEE and must be surrendered whenever LESSOR'S badged representative is reassigned, dismissed or has terminated his/her employment and/or service with LESSOR.
- B. Background check process for access to Restricted Area.** Prior to the Commencement Date of this Lease, and as and when necessary during the Term thereof, LESSOR shall provide a list of names of all persons who will require recurring and/or periodic access to the Restricted Area. In addition to each representative's full name, the list shall include, at a minimum, each person's date of birth, social security number, California driver's license number or ID number, and current address. Fingerprints of said individuals may also be required, at the sole discretion of LESSEE. The aforementioned data and information shall be used by LESSEE to complete a thorough background check and processing of site access clearance. The standard processing time is ten (10) days; however, if fingerprints are required, the processing time is outside the control of LESSEE and can take longer. No unescorted access for these individuals will be permitted until the background check and clearance processes are complete.
- C. Escort within Restricted Area.** LESSOR'S representatives requiring infrequent access will be permitted access to the Restricted Area only when escorted by: (i) a representative for LESSOR with current Restricted Area access and visible identification badge; or (ii) LESSEE'S representative if agreed to by LESSEE, and arranged for, in advance. No unescorted access into the Restricted Area will be permitted until clearance has been granted.

LESSOR _____

Lease Effective Date: _____

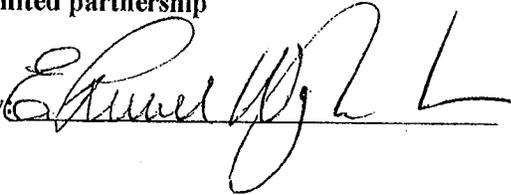
Lease 1790

Lease Commencement Date: _____

1215 Del Paso Blvd.
Sacramento, CA 95815

LESSOR:

**DEL PASO PROPERTIES, LTD., a California
limited partnership**

By: 

LESSEE:

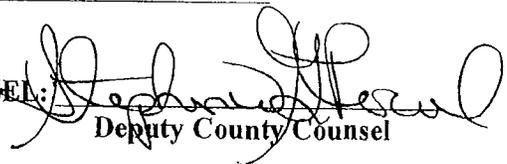
**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

By: _____
Director of General Services, or his/her
designee, as authorized

By Resolution _____

Dated _____

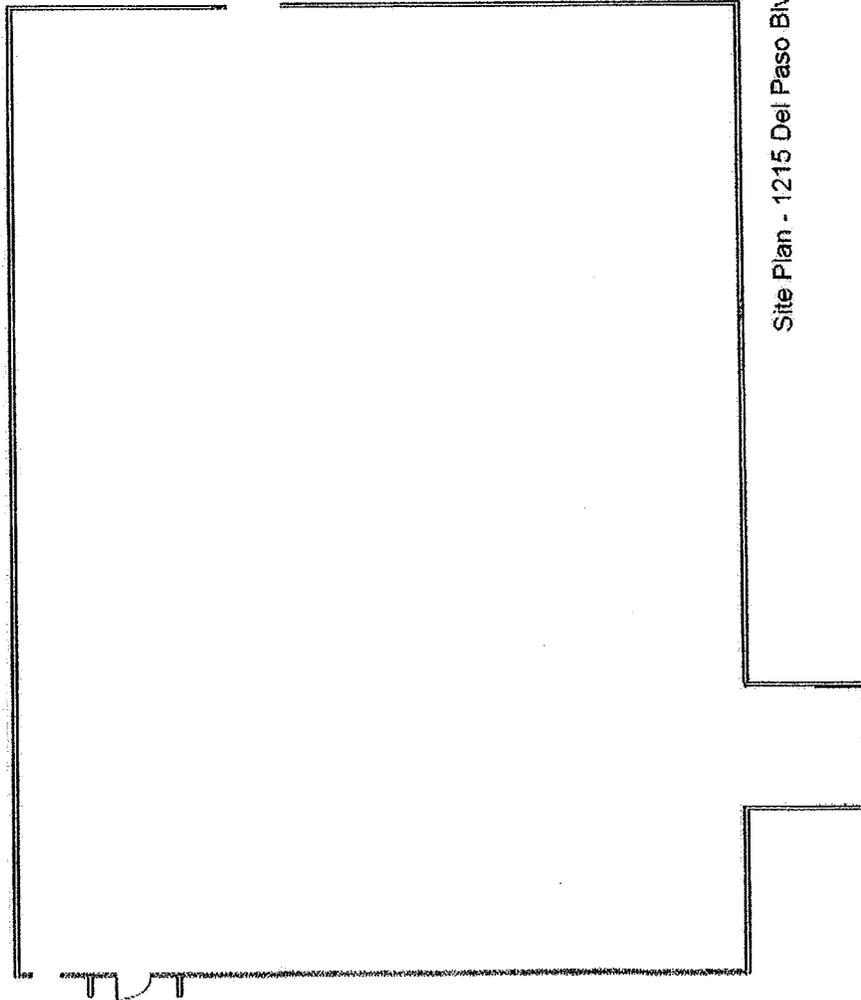
REVIEWED AND APPROVED BY COUNTY COUNSEL:


Deputy County Counsel

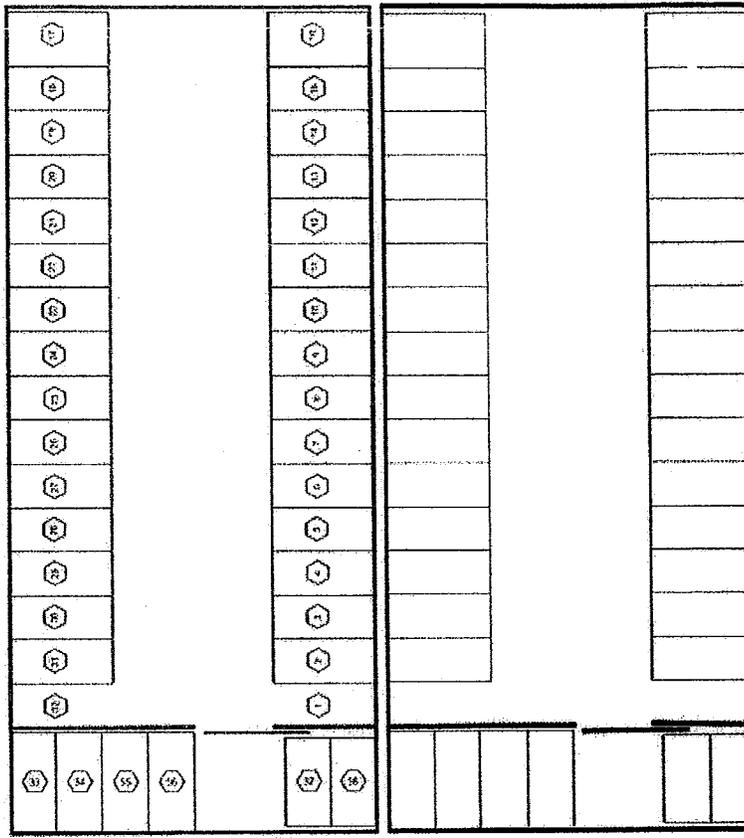
APPROVED AS TO TERMS AND CONDITIONS: _____

Chief Probation Officer
Department of Probation

EXHIBIT "A"
 Lease 1790
 1215 Del Paso Blvd.



Site Plan - 1215 Del Paso Blvd



- Legend
-  Probation Parking Spaces
 -  New Secured Parking Enclosure

EXHIBIT "A"

Lease 1790
1215 Del Paso Blvd.

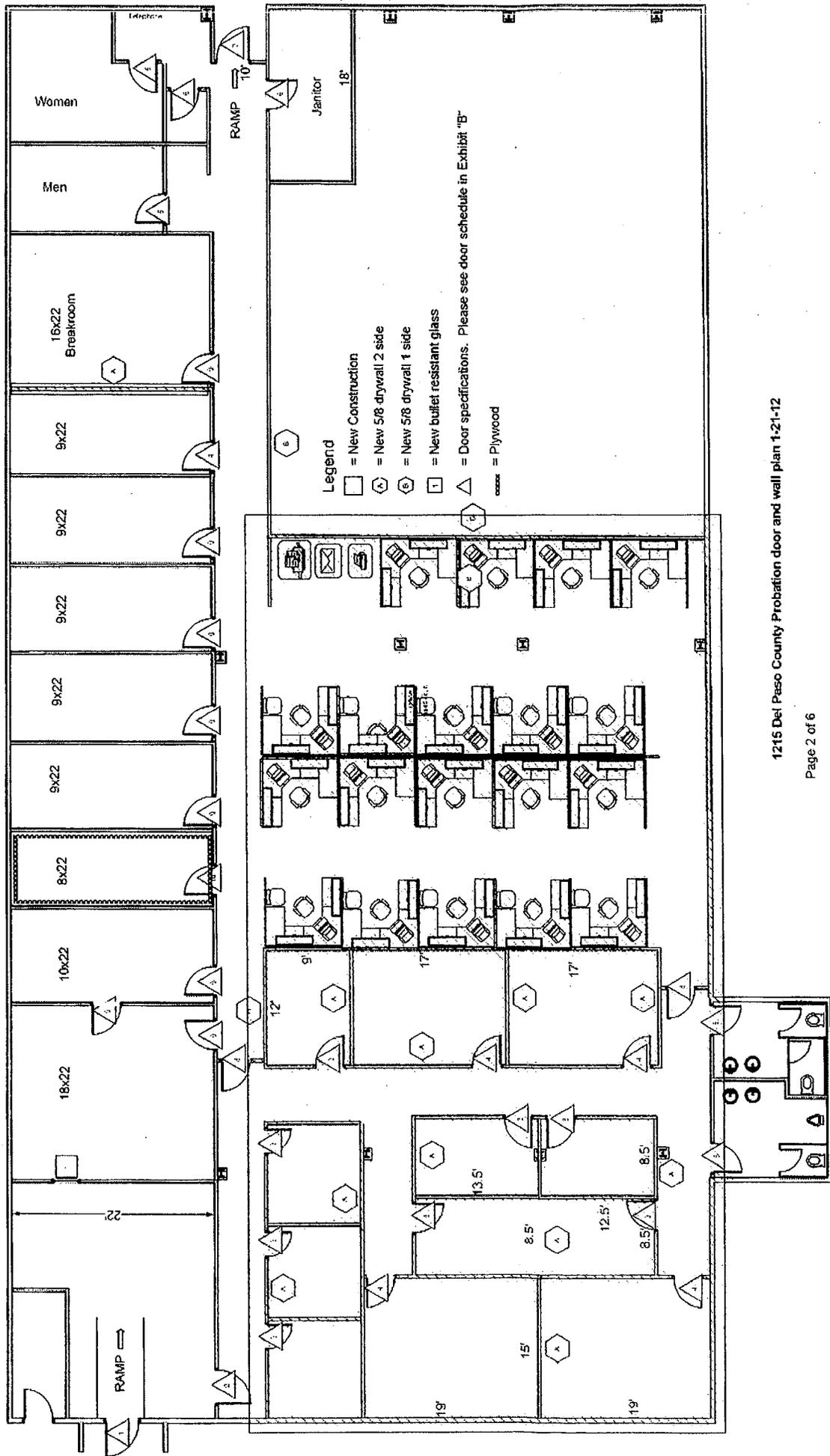


EXHIBIT "A"

Lease 1790

1215 Del Paso Blvd.

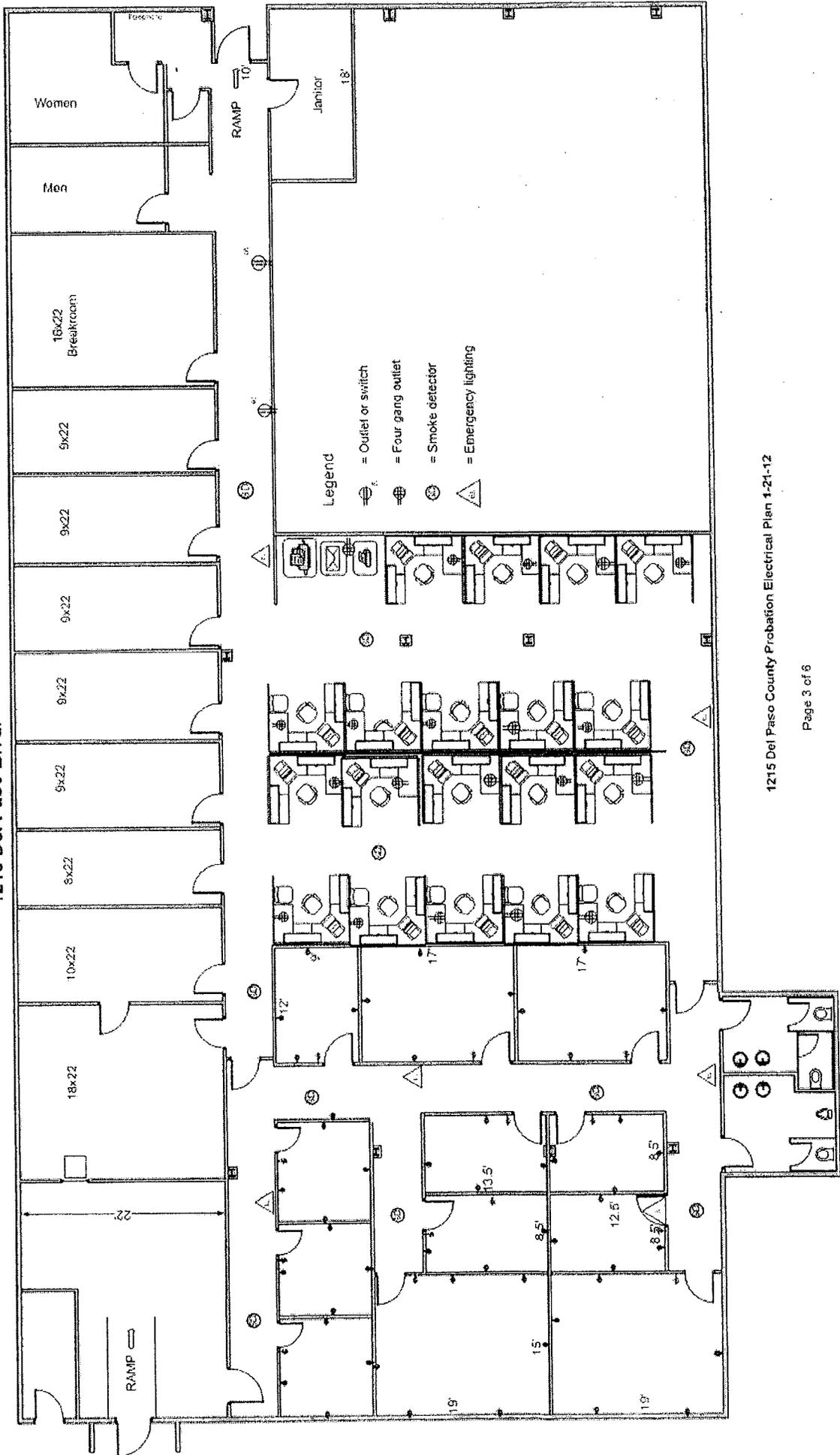


EXHIBIT "A"

Lease 1790
1215 Del Paso Blvd.

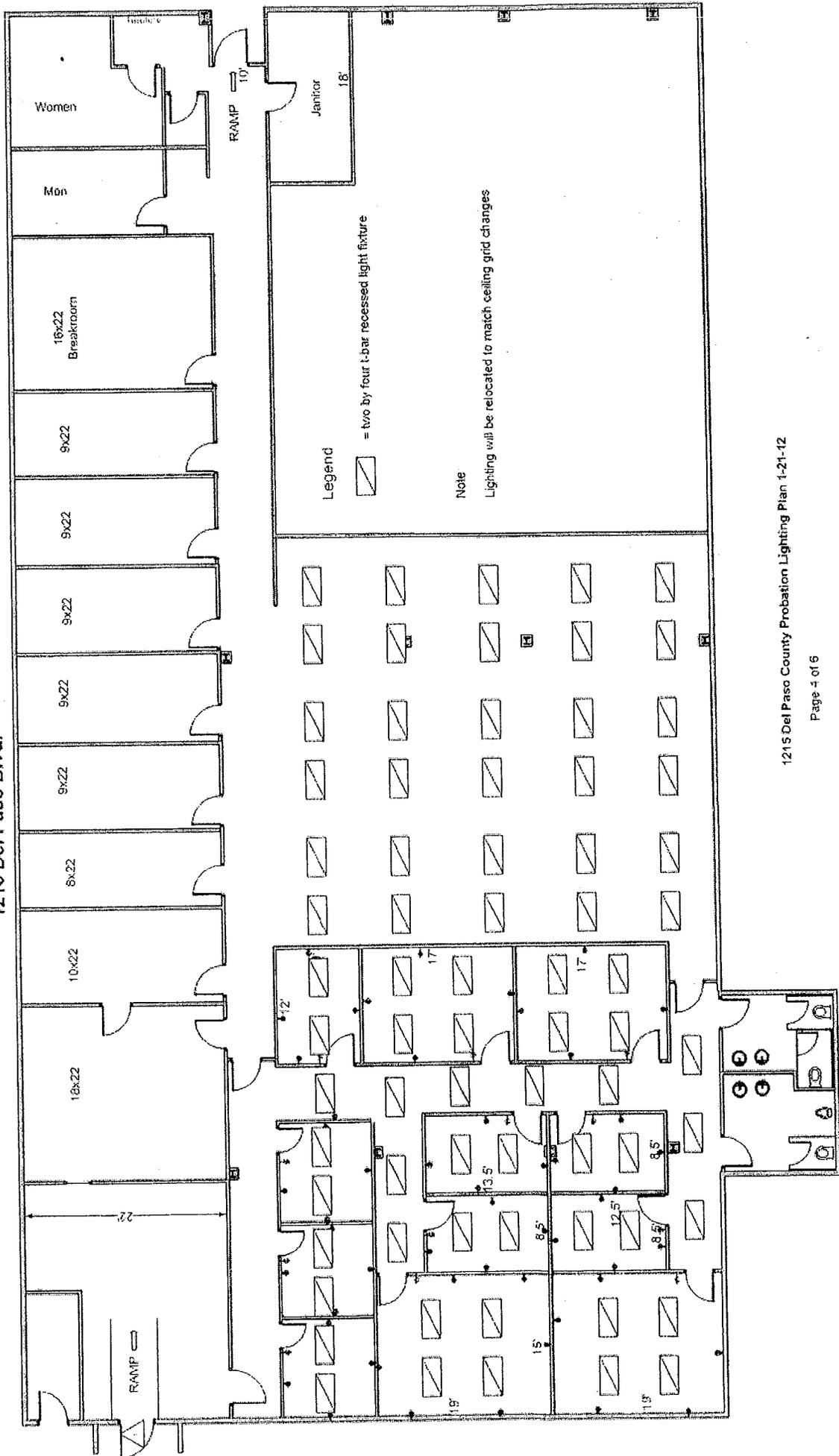
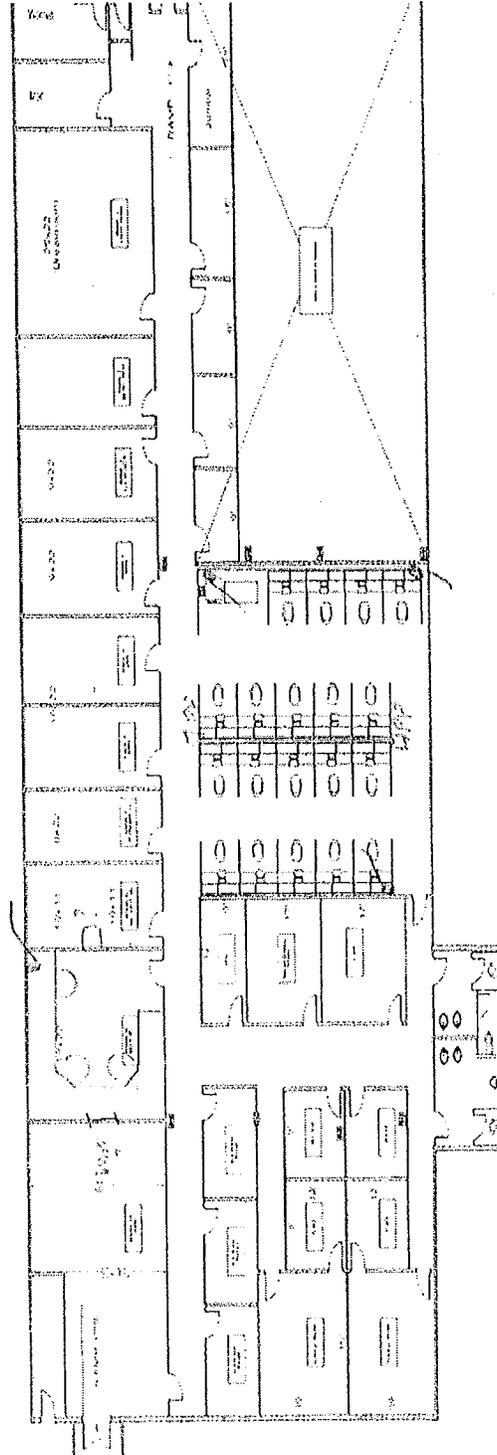


EXHIBIT "A"

Lease 1790
1215 Del Paso Blvd.

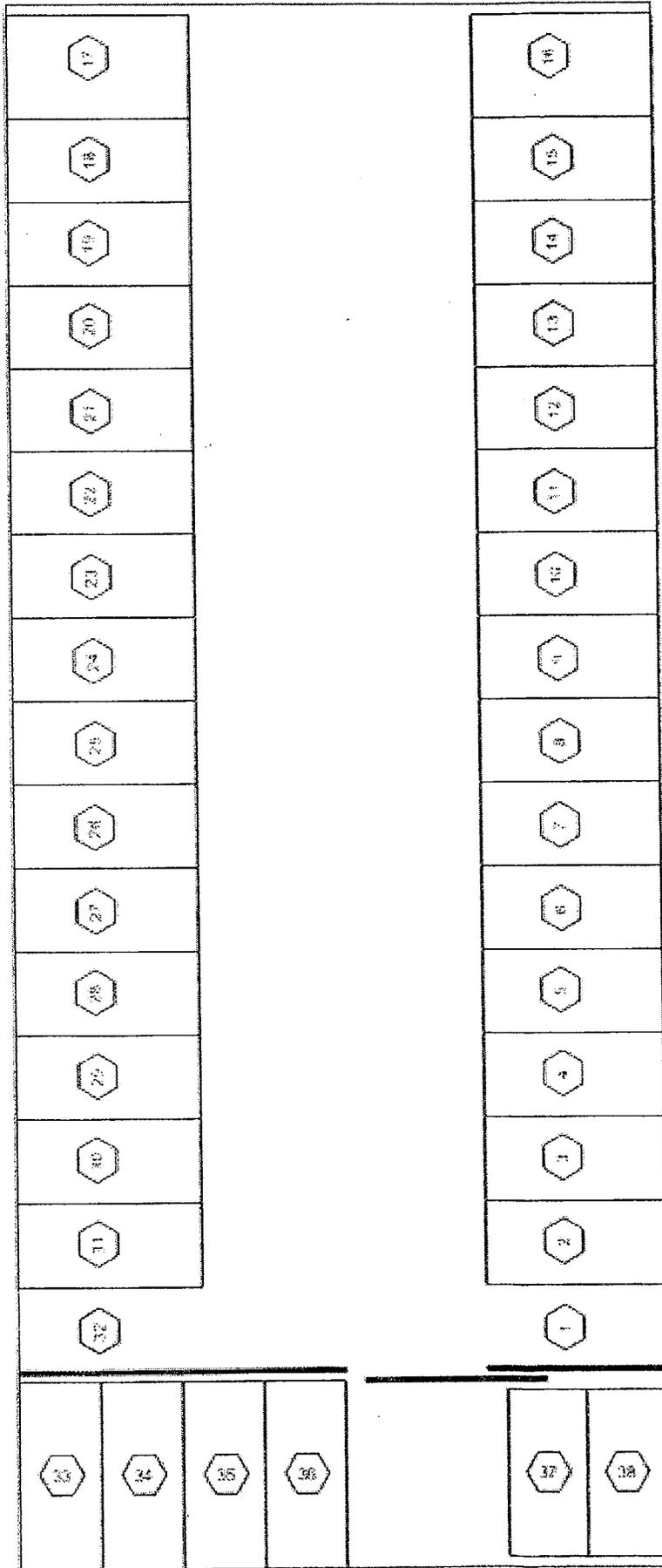


Legend:

□ PP Power Pole
○ Power Whisp

EXHIBIT "A"

Lease 1790
1215 Del Paso Blvd.



Secured Parking Enclosure
Note: Materials & Construction will be equivalent to existing enclosure.
Gate will be 15' motorized rolling gate with card access.

COUNTY OF SACRAMENTO

EXHIBIT "B"

LEASE DESIGN SPECIFICATIONS

Project Name: Department of Probation

Lease Number: 1790

EXHIBIT "B"
Lease 1790
1215 Del Paso Blvd.

Exterior Access Control Doors - Two (2):

Lessor will provide Von Duprin lock hardware EL-99 series electrified exit devices at two (2) perimeter/exterior doors, color to match frame if appropriate.

Hardware provided by Lessor shall include EL-99 exit devices, including three (3) Von Duprin power supplies model PS873-2 with Battery Backup (or newer equivalent model such as PS914-2RS with Battery Backup) and wire loops/transfer hinges for each door. Power supplies, wire loops and/or hinges will be provided to Probation for installation by others.

Lessor will install and maintain all door, frame and locking hardware. Probation or their contractor will connect to installed EL-99 exit devices and provide/install additional hardware (reader, door contact, rex) at each door for a complete card access system.

Interior Access Control Doors - Four (4):

Lessor will provide hollow metal knock down three piece frames at each access control door, factory prepped to accept Von Duprin 6211 series fail secure 24 volt dc electric strikes. Timley frames are unacceptable for access control doors with Von Duprin strikes. Doors must be of a secure nature, not hollow closet type doors.

Hardware provided by Lessor shall include door frames, Von Duprin electric strikes and lock hardware keyed to match Probation's key schedule.

Lessor will install and maintain all door, frame and locking hardware. Probation or their contractor will connect to installed Von Duprin strikes and provide/install additional hardware (reader, door contact, rex, lock power) at each door for a complete card access system.

IT/Gun Room - Probation Data/Security/Gun Room:

Lessor will provide five (5) dedicated 20 amp 120 volt ac circuits to this room. One circuit will provide power to three quad outlets, one located on each interior wall. These may be surface mounted conduit runs. Two circuits will be run to a telecom rack and terminated in two quad outlets at base of the rack. Remaining three circuits will be terminated in a junction box located 18 inches below dropped tile on plywood panel on south wall for access control and intrusion systems. Plywood panel and telecom rack to be installed by others.

Lessor will maintain a split cooling system of necessary capacity to cool the room to an average of 72 degrees. In no event shall temperature exceed 80 degrees.

EXHIBIT "B"
Lease 1790
1215 Del Paso Blvd.

Intrusion System/Local Duress System:

Probation or their contractor will supply and install equipment necessary for an intrusion and local duress system, including but not limited to door contacts, motion sensors, audible alert devices, strobe lights, duress buttons, alarm keypads, etc.

CCTV Video System:

Probation or their contractor will supply and install video cameras and recording equipment. Several cameras will be fixed mounted on the outer walls near the roof with penetrations for cable and require routing of cable into the suite. Lessor will supply and install necessary roof penetrations to provide Probation or their contractor a path between the Data/Security room and the cameras cabled to the roof/walls.

Communications/Data Link:

Probation or their contractor may install a roof mounted wireless radio for network connectivity to a nearby County facility. Lessor will supply and install necessary roof penetrations and pathways to provide Probation or their contractor a path between the Data/Security room and the roof where the radio/antenna/mount will be located.

Network Drops/Data Jacks:

Probation or their contractor will identify locations and install data jacks and cabling throughout the suite as needed.

EXHIBIT "B"
Lease 1790
1215 Del Paso Blvd.

METAL DOORS AND FRAMES

- A. Doors and Frames: Comply with the following Steel Door Institute (SDI) standards:
1. American National Standards Institute (ANSI)/SDI - 100 - Recommended specifications for Standard Steel Doors and Frames
 2. SDI - 107 - Hardware on Steel Doors (Reinforcement Applications)
 3. SDI - 118 - Basic Fire Door Requirements
- B. Submittals: provide manufacturer's product data.
- C. The following is a partial list of SDI members:
1. AMWELD Building Product
 2. CECO Door Division
 3. Steelcraft Mfg Co.
 4. Curries
 5. Or equal
- D. Interior doors:
1. 3'-0" wide x 6'-8" or 7'-0" high x 1-3/4" thick, or as otherwise indicated.
 2. Full flush steel faces with honeycomb cores, minimum 18 gauge.
 3. Factory primed.
 4. Reinforce and prep all doors and frames at factory for hardware.
 5. Where a view window is indicated or required, it shall be 24" to 30" high x 6" to 24" wide, as indicated, and 42" to 45" above finish floor to window bottom.
 6. Provide fire rated or non-rated assemblies as required by building codes. Attach labels on rated assemblies.
 7. Exhibit "A", plans or a door schedule may modify this paragraph.
- E. Exterior doors, except in storefront systems:
1. 3'-0" wide x 6'-8" or 7'-0" high x 1-3/4" thick, or as otherwise indicated.
 2. Full flush steel faces with thermal insulated cores.
 3. Hot-dipped zinc coated or electrolytically zinc coated and factory primed.
 4. Doors shall be a minimum 16 gauge steel.
 5. Reinforce and prep all doors at factory for hardware.
 6. Where a view window is indicated or required, it shall be 24" to 30" high x 6" to 24" wide, as indicated, and 42" to 45" above finish floor to window bottom.
 7. Exhibit "A", plans or a door schedule may modify this paragraph.

EXHIBIT "B"

Lease 1790
1215 Del Paso Blvd.

8. Exterior doors in storefront systems are specified in Section 08400, Entrances and Storefronts.
- F. Frames, except in entrance and storefront systems:
1. Exterior frames shall be 16 gauge, one-piece, welded, hot dipped galvanized.
 2. Interior frames shall be 18 gauge, and may be welded or knockdown.
 3. Interior frames shall be 16 gauge welded hollow metal frames where card access hardware will be installed and 18 gauge where card access hardware is not used; frames where card access equipment is not installed may be welded or knockdown.
 4. Frames shall be mechanically attached to solid framing or structural elements with factory provided anchors.
 5. Frames with snap-on trim are not permitted.
 6. Prepare frames at factory for all hardware, including electric strikes, as specified in 08700 F 12, where card readers are indicated.
 7. Exterior door and frames in storefront systems are specified in Section 08400, Entrances and Storefronts.

THE END OF SECTION

EXHIBIT "B"

Lease 1790

1215 Del Paso Blvd.

FLUSH WOOD DOORS

- A. Comply with National Woodwork Manufacturers Association (NWMA) Industry Standard 1S-1 and/or Architectural Woodwork Institute Section (AWI) 1300-G-3 and 1300-G-4.
- B. The following is a partial list of acceptable manufacturers:
1. Algona
 2. Eggers
 3. Weyerhaeuser
 4. Graham
 5. Or equal
- C. All interior doors shall be flush, 3 ft. wide x 6 ft.-8 in. or 7 ft.-0 in. high x 1-3/4 in. thick with solid particleboard core, unless a fire rating requires a different core type. Provide fire rated or non-rated door assemblies as required by building codes. Attach labels on rated assemblies. NOTE: All frames shall be metal; refer to Section 08110, Metal Doors and Frames.
1. Face/Finish: Commercial species of birch or oak woods that are suitable for clear finish. All doors shall be factory finished with two coats of lacquer or varnish. Seal all six surfaces. Ensure that any site trimming or machining will not affect warranty and cut surfaces are immediately re-sealed. Pre-finished doors will be individually wrapped.
 2. Glass lights in designated doors shall have metal frames, fire rated when required by the building codes.
 3. Install all doors square and plumb. Doors shall open and close freely without binding.
 4. Fit doors to frames so clearance at jambs and head is 1/8 in. and 3/8 in. at bottom. For fire rated doors, comply with National Fire Protection Association (NFPA) Standard No. 80, for clearances.
 5. During the first year, replace all warped wood doors at no cost to the County.
 6. Meeting and Staff Room corridor doors without a sidelight, shall have a 2 ft. high x 8 in. (min) wide clear safety glass vision window and be 42 in. to 45 in. above the floor to the window bottom.

THE END OF SECTION

EXHIBIT "B"
Lease 1790
1215 Del Paso Blvd.

Doors

Door#	Description	Closer	Panic Bar	Window	Knob	Card reader
1	3'6" Storefront	yes	yes	yes	no	yes
2	3'6" Solid core	yes	no	yes	entry	no, w/release button
3	3'0" solid core	no	no	no	entry	no
4	3'0" solid core	no	no	yes	passage	no
5	3'0" existing	yes	no	no	push	no
6	3'0" existing	no	no	no	storeroom	no
7	3'6" solid metal	yes	yes	no	pull	yes
8	3'0" solid metal w/metal jamb	yes	no	yes	storeroom	yes
9	3'0" existing	no	no	yes	passage	no

Walls

Wall#	Description	board	sides	Insulation
A	2x4 Metal stud	5/8th	both	yes
B	2x4 Metal stud	5/8th	one	no

Windows

1	3'x4'6" Bullet proof type three with hand underpan and speaker system
---	-----------------------------------------------------------------------

EXHIBIT "B"
Lease 1790
1215 Del Paso Blvd.

11. Safety Switches: Safety switches shall be heavy duty type with externally operated handle. Switches shall be rated 250 volts and/or 600 volts AC of the size and poles as shown on drawings. Switches used outdoors shall be in NEMA-3R lockable enclosure. Provide fused switches with proper sized fuses where required by equipment manufacturer.
12. Light Fixtures:
 - a. Fluorescent fixtures shall be provided with T-8 Lamps and electronic ballasts and shall have a maximum of three lamps per fixture. Electronic ballasts shall have a power factor of greater than 96% Class A sound rating, and shall be UL listed.

G. Execution:

1. Grounding and bonding: Ground and bonding shall be installed as required by the applicable codes. Provide a isolated grounding bar in the sever data panel board. The isolated grounding system shall consist of a code sized green insulated conductor extending from the isolated grounding receptacle to the isolated ground bar in the server data panel board.
2. Wiring Methods:
 - a. Unless otherwise indicated, wiring shall consist of insulated, stranded, copper conductors installed in electrical metallic tubing (EMT). Conductor terminations shall be of the type approved for stranded wires.
 - b. Conductors shall be identified by color-coding as follows: 120/208 volt, 3-phase color coding shall be Black, Red and Blue for hot wires, white wires for neutral and green wires for grounding.
 - c. EMT may be used at the following locations:
 - 1) In dry locations in furred spaces
 - 2) In partitions other than concrete or masonry
 - 3) In exposed interior locations (such as mechanical rooms)
3. Modular Work Stations (Herman Miller, or other, as selected by County): Provide four (4) 20 amp, 120 volts AC circuits to modular work stations using eight (8)-wire system. The common neutral conductor shall be # 10 AWG minimum. A separate Neutral conductor shall be provided for the dedicated circuit. All wiring to be terminated into a junction box. The electrical contractor to install the modular furniture whip provided by the modular furniture contractor.
4. Lamps and Lighting Fixtures:
 - a. Lamps of the type, wattage and voltage rating indicated shall be delivered to the project in the original cartons and installed in the fixture just prior to the completion of the project.

EXHIBIT "B"
Lease 1790
1215 Del Paso Blvd.

5. Interior Lighting:
- a. All areas shall have sufficient lighting fixtures properly spaced to provide reasonably uniform lighting at task levels and meet CCR Title 24 energy codes.
 - b. All lights shall be controlled by wall switches conveniently located near entrance and exits to the areas served. Provide three (3)-way switches where areas are entered by two (2) or more directions. Lighting control shall be in accordance with the California Energy Commission requirements for non-residential building.
 - c. Surface-mounted fixtures shall be suitable for fastening to the structural support.
 - d. Provide exit signs and emergency lighting in accordance with NFPA10 (Life Safety Code) and the UBC.
 - e. Lighting fixtures shall be supported independently of suspended ceiling framing members.
6. Equipment Connections: All wiring not furnished and installed under other sections of the specifications to the connection of electrical equipment as indicated on the drawings shall be furnished and installed under this section of the specifications. Flexible conduits six (6') feet or less in length shall be provided to all electrical equipment subject to periodic removal, vibration, or movement and for all motors. Liquid-tight conduits shall be used in damp or wet locations.

H. DHA Data/Server Room Requirements:

1. Power: Provide one dedicated 20 amps, 110 volt circuit for standard NEMA 5-20P plugs and one (1)-30 amp, 110 volt circuit for standard NEMA L5-30P plug per cabinet/rack. Originate in ceiling directly above cabinet/rack, unless otherwise noted. Extend conduit from junction box down to the top of the cabinet/rack, along the inside of the cabinet/rack and terminate with proper outlets at the bottom-center of the inside-rear of the cabinet/rack. Secure the outlets to the floor inside the cabinet/rack.
2. Grounding and Bonding: Each room shall be provided with a No.6 AWG solid copper conductor with connection to the main ground buss.

THE END OF SECTION

EXHIBIT "B"
Lease 1790
1215 Del Paso Blvd.

MODULAR FURNITURE POWER, VOICE AND DATA SYSTEMS

- A. County will furnish designs and installation of, all moveable modular workstations and other furnishings as indicated in Exhibit "A".
- B. All electrical power wiring for modular furniture work stations is contained within the workstation's electrical raceway. Direct power connections, "whips" and/or power poles, for connection to building power are also provided as a part of the modular furniture work station package.
- C. Lessor shall provide all necessary labor, materials and equipment required to make the "hard wire" connection, via connectors as indicated in B, above, between the workstation electrical power wiring system and the building electrical power wiring system. Refer to Exhibit "A" drawings for locations.
- D. ~~Lessee shall furnish and install all voice-data cabling extending unspliced from a phone~~

END OF SECTION

EXHIBIT "B"

Lease 1790

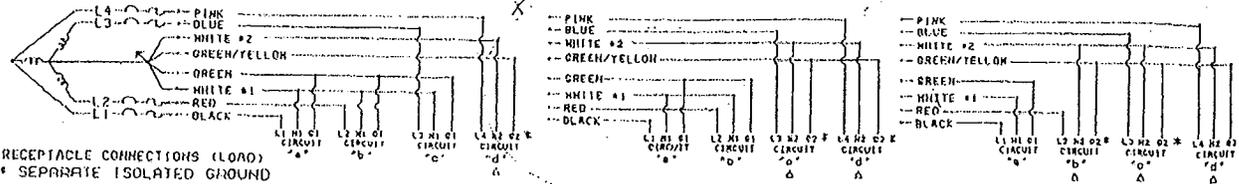
1215 Del Paso Blvd.

BASE POWER ENTRY KIT DIRECT CONNECT INSTALLATION

CONNECTION TO A GROUNDED
THREE-PHASE SYSTEM

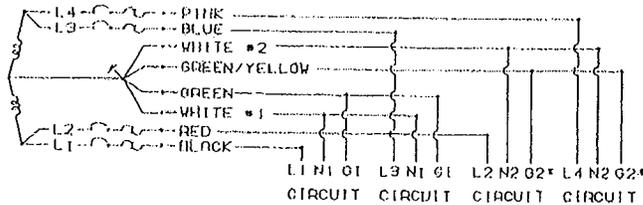
RATING: 120/208V, 3-PH WYE, 60-HZ, 20 AMP (CSA 15 AMP)
WHITE #1, WHITE #2 RATED 35 AMP (CSA 26 AMP) MULTIWIRE BRANCH CIRCUIT

Country Standard



RECEPTACLE CONNECTIONS (LOAD)
* SEPARATE ISOLATED GROUND

SYSTEM IS RATED FOR CONNECTION TO A GROUNDED 120/240-V,
1-PH 60-HZ 20 AMP MULTIWIRE BRANCH CIRCUIT.



* SEPARATE ISOLATED GROUND
NOTE: N1 AND N2 ARE 10 GA. RECEPTACLE CONNECTIONS (LOAD)

WARNING
All electrical connections must be fully engaged and locked. Loose connections can cause fire and/or electrical shock.

- INSTALLATION:**
1. DETERMINE THAT ALIGNMENT OF DIRECT CONNECT IS CORRECT FOR INSTALLATION SITE. TO CHANGE CONDUIT DIRECTION, REFER TO SECTION C. CHANGING CONDUIT DIRECTION.
 2. LOCATE APPROPRIATE CONNECTION POINT ON PANEL. REMOVE SIDE COVER TO ALLOW ACCESS AS FOLLOWS: STARTING AT END, PRESS DOWN ON TOP OF SIDE COVER UNTIL LIP IS DISENGAGED FROM TOP CHANNEL. STARTING AT END, PULL SIDE COVER HOOK FREE FROM BASE PLATE. SEE FIGURE 2.
 3. POSITION CONNECTOR HOUSING BESIDE CONNECTION POINT AND PASS CONDUIT THROUGH RECEPTACLE OPENING IN SIDE COVER. SEE FIGURE 3.
 4. PLACE CONNECTOR HOUSING INTO BRACKET BESIDE BRACKET HOOKS. SEE FIGURE 3.
 5. PRESS CONNECTOR HOUSING INTO BRACKET AND SLIDE IT TOWARD ELECTRICAL DISTRIBUTION ASSEMBLY UNTIL ALL CONNECTORS ARE ENGAGED. WHEN FULLY INSTALLED, MOUNTING LUGS ARE SEATED UNDER BRACKET HOOKS. SEE FIGURE 3.
 6. TO REPLACE SIDE COVER, START AT END AND PRESS HOOK OF SIDE COVER OVER EDGE OF BASE PLATE. PRESS DOWN AT SEVERAL POINTS ALONG COVER UNTIL COMPLETELY ATTACHED. STARTING AT END PRESS DOWN AND IN ON TOP OF COVER UNTIL LIP IS SEATED IN TOP CHANNEL. SEE FIGURE 2.
 7. CONNECTION OF WIRING INTO PERIMETER OR FLOOR MOUNTED JUNCTION BOX MUST BE DONE BY A QUALIFIED ELECTRICIAN ACCORDING TO NATIONAL, STATE AND LOCAL CODES.

WARNING
Risk of fire or electric shock. This office furnishing system may be connected to more than one source of supply. All sources must be disconnected prior to any servicing. No single circuit may be powered by more than one source.

WARNING
Disconnect power before servicing. Failure to do so can cause electrical shock and personal injury.

POWER ENTRY-DIRECT CONNECT

NOTE: ALL ELECTRICAL CONNECTIONS TO BUILDING ELECTRICAL SOURCES MUST BE MADE BY A QUALIFIED ELECTRICIAN ACCORDING TO THE NATIONAL, STATE AND LOCAL ELECTRICAL CODES.

POWER ENTRY - DIRECT CONNECT IS INSTALLED BY PLUGGING DIRECTLY INTO AN ELECTRICAL DISTRIBUTION ASSEMBLY. THIS PROCEDURE IS SIMILAR TO RECEPTACLE INSTALLATION AND CONNECTION POINT IS THE SAME. CONDUIT CAN EXTEND LEFT OR RIGHT OF CONNECTION POINT. SEE FIGURE 1.

TOOLS REQUIRED: #2 PHILLIPS SCREWDRIVER

PROCEDURE:

IMPORTANT: Save these instructions for layout changes. 170458 REV A

Herman Miller

© 2005 Herman Miller, Inc., Zeeland, Michigan. Made in U.S.A.
© Herman Miller, © Action Office, Action, Ambl, Arko, Asolo, Arch, Capex, Colosseum, Cosmos, Equa, Equa 2, Ergon 2, Ergon 3, ErgoSpace, Keweenaw, Kiva, Lullison, Madison, Mira, Passage, Pacific, Pavilion, Prolog, Prospects, Reaction, Revolve, Scanner, Super-Rascal, and V-Wall are among the registered trademarks of Herman Miller, Inc. and its subsidiaries.
Arling, AuroVerve, Babel, BabelBook, Bantock Group, Celesty, Design with a View, Euro-Edge, Interact, Lullison, Madison, Madison 2, Puzos, O. Douchant, Signa, Spectacles, and View are among the trademarks of Herman Miller, Inc. and its subsidiaries.
Illustrations and specifications are based on the latest printed information available at the time of publication. The right is reserved to make changes in design and specifications at any time without notice and with no responsibility.

EXHIBIT "B"
Lease 1790
1215 Del Paso Blvd.

Trade

Steel Studs
Sheet Rock-hang
Doors, 20
Install doors
Doors, 2 security
install 2 doors
Electrical
HVAC
Painting
Demolition
Front Door
Door panic hardware
Door Closers
insulation
Install insulation
Carpeting
Floor repair
Rest room repair
Floors and coving
counter tops and sinks
Move Light fixtures
Move and repair t-bar
Front window blinds
Window film
Parking Lot Fencing
15' rolling gate
Track and Install
Labor for fence
Gate card reader and post
Electrical for card reader
Fence gate motor
Bullet proof glass
Contingency
Profit and overhead
Permits and Fees
Parking Lot Lighting

Sub-contractor

JPL Services
Carlos
California door
US
California door
US
94 outlets, 1 dedicated

JPL Services

Bob's glass

7000 SQ feet @ .35
US

repair

Builder's Fence 100 ft
Builder's Fence
Builder's Fence

EXHIBIT "C"

JANITORIAL SERVICE

- I
- A. Contractor to perform regular janitorial services 5 times per week, Monday through Thursday and once between Friday night and Sunday night or as agreed upon with DEPARTMENT except on Sacramento County observed holidays.
 - B. Since the work may require entry into secured County facilities, the County will require the Contractor to conduct a criminal background check on all employees who may be assigned to perform on the contract. Such background check shall be conducted at the Contractor's expense and shall be coordinated with the California Department of Justice, Office of the Attorney General, Fingerprint Submissions  URL: www.caag.state.ca.us/fingerprints/index.htm.
 - C. County reserves the right to review the personal background information and to conduct further security clearances on the Contractor's assigned personnel. Upon request of the County, Contractor shall provide the following information with each name to the County: date of birth, Social Security number, California driver's license number, and current address. This information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due employee turnover.
 - D. Any person or persons not acceptable to the County shall be prohibited from working on the contract.
 - E. Certain "infractions" in the background investigation may be grounds for disqualification. It will be the responsibility of the Contractor to meet with the county Custodial/Facility Manager to discuss these matters.

GENERAL SCOPE OF SERVICE

1. LABOR AND SUPERVISION

- a.) Contractor shall provide sufficient labor and supervision at all times to carry out the work satisfactorily, and shall ensure that only competent workers who are skilled in the type of work specified are employed.
- b.) Contractor is responsible for maintaining satisfactory standards for employees in regards to conduct, appearance, integrity, and competency. Contractor shall ensure each daily assignment is performed per daily specifications regardless of employee's absenteeism.
- c.) There shall be a lead person or other responsible member of the janitorial crew on site who shall be able to read, write, speak and understand the English language to the extent required for communication in-person, via telephone and in writing with the building manager in connection with the janitorial services to be performed. Further, such person shall also be able to telephone law enforcement agencies and/or the alarm company in the event of a

break-in or inadvertent activation of a burglar alarm system. The English speaking lead person shall be over the age of 18 years.

- d.) Contractor and/or employee are required to properly operate the security alarm system.

2. EQUIPMENT, MATERIALS, and SUPPLIES

- a.) Contractor shall furnish all materials, supplies, and equipment as may be necessary and convenient to the proper performance of the janitorial services listed in this agreement; such as, provide a ladder of sufficient height to be used in performing high dusting and changing interior light bulbs and tubes.
- b.) Contractor shall furnish all paper goods (toilet paper, paper towels, seat covers), hand soaps, deodorizers, sanitary napkins/tampons, and trash receptacle liners)
- c.) Contractor shall provide for coin operated sanitary napkin dispensers in the ladies restrooms and shall keep the dispensers supplied and in good working condition on all business days. All proceeds for such operations shall become the property of Contractor.
- d.) Contractor shall keep storage space provided for contractor equipment, materials, and supplies in a clean, orderly, and odor free.

SPECIFIC SCOPE of SERVICE

1. Contractor agrees to perform the following services on a **DAILY** basis as follows:
 - a.) Empty wastebaskets and other waste/recycling containers, inserting new liners as required. Liners of receptacles located in kitchen/breakroom and restroom shall be replaced daily.
 - b.) Sweep and/or dust mop all floors, not carpeted, including halls and stairways. Damp mop all floors.
 - c.) Vacuum all carpeted areas, clean spills and spot clean carpet, as required.
 - d.) Damp mop and machine polish reception/lobby area and apply additional floor wax if necessary. The floors in the reception/lobby area shall be polished nightly to a high luster.
 - e.) Dust and/or clean telephones, chairs, tables, filing cabinets, counters, other office furniture, and window sills, sinks, stove tops, exterior of refrigerator and microwave, electric/computer switch covers.
 - f.) Desktops shall be dusted or cleaned, and if desk is glass, clean finger and hand marks. If, however, papers and other documents or materials are located on desk, drafting tables, files, etc., and the top may not be cleaned or dusted without disturbing such items, the surface shall not be cleaned or dusted.
 - g.) Thoroughly clean and sanitize all toilets, urinals, sinks and showers with solution containing an approved disinfectant. Damp mop lavatory room floor areas with solution containing an approved disinfectant. Clean mirrors, bright metal, and all dispensers. Clean entire bathroom countertops, ledges and molded areas. Refill soap, paper towel and toilet tissue containers, toilet seatcover dispensers, and sanitary napkin dispenser. Wash walls, stall partitions, and ceiling as needed.
 - h.) Remove and deposit trash and recyclables in designated containers.
 - i.) Sweep or hose entrance sidewalks and patio areas. Empty and clean ashtrays. Pick-up cigarette butts and other debris around all entry ways and patios.
 - j.) Maintain janitor closet in a clean and orderly condition. Dust cloths and floor sweeping cloths shall be stored in metal containers furnished by Contractor. Dirty water in mop bucket shall be emptied.
 - k.) Clean glass **daily** inside and outside as follows:
 - (1) All entry and exit doors to building
 - (2) All reception counter glass areas
 - (3) All other glass areas that are exposed to frequent occupant use
 - l.) Replace burned out light bulbs or tubes furnished by County. Report ballast's problems to Department contact.

- m.) Clean all drinking fountain basins and cabinets.
 - n.) Turn off all lights except those required to be left on by County. Close windows and lock all entrance doors, and activate security systems when leaving facility.
2. Contractor agrees to perform the following service on a **WEEKLY** basis:
- a.) Dust partitions, ledges, and low moldings.
 - b.) Spot clean walls, woodwork, and exterior surfaces of vending machines to remove finger marks and stains.
 - c.) Thoroughly scrub lavatory room floors with solution containing an approved disinfectant. Wash all disposal containers in restrooms.
 - d.) Damp mop all floors, not carpeted. Machine polish all floors, not carpeted, as required.
 - e.) Spot clean "Herman Miller" panel partitions. If fabric covered, check with Facility Manager for special instructions.
 - f.) Treat all drains with "Drano" or like substance and treat floor drains with substance to eliminate odors.
 - g.) Clean exterior furniture by entry ways or on patios.
3. Contractor agrees to perform the following services on a **MONTHLY** basis:
- a.) Dust high moldings, door and window casings and tops of bookshelves; and for warehouse areas, dust open shelves and tops of shelving. All entry way and rooms should be free of cobwebs.
 - b.) Polish office furniture.
 - c.) Vacuum upholstered furniture.
 - d.) Strip wax and machine polish all non-carpeted areas.
 - e.) Dust overhead lighting fixtures and lighting glass.
4. Contractor agrees to perform the following services on a **QUARTERLY** basis:
- a.) Wash all naugahyde or plastic covered furniture.
 - b.) Wash ventilator ducts and vacuum surrounding ceiling areas.
 - c.) Wash down all interior wall areas. Clean interior aluminum window and door frames. Spot clean wood veneer paneling.
 - d.) Wash walls, partitions and all other areas in restrooms
 - e.) Clean all windows on the inside.
 - f.) Dust all mini-blinds.

- g.) Professionally clean the high-traffic carpeted areas using truck mounted equipment.
5. Contractor agrees to perform the following services on a SEMI-ANNUAL basis:
- a.) Professionally clean all the carpeted areas using truck mounted equipment. (Check with Facility Manager to set-up schedule for progressive cleaning).
 - b.) Clean all windows on outside.
6. Contractor agrees to perform the following services on a ANNUAL basis:
- None assigned at this time.

JANITORIAL SERVICE LEVEL DEFINITIONS

I.

FLOOR AREAS

SWEEP and DUST/DAMP MOP

Floor surfaces including corners, behind doors and under furniture are free of litter, dirt, spillage and dust.

BUFF and POLISH

Floors present a clean, high-gloss appearance at all times. Areas adjacent to walls are free of wax build-up and base boards are free of spots or streaks of floor finish. Sufficient coats of finish are applied on floors to maintain an even appearance throughout by buffing.

VACUUM CARPETS

All carpeted surfaces are thoroughly vacuumed, including corners, behind doors and under furniture. Carpet is free of litter, dirt and dust. Spillage have been removed by spot cleaning.

SPOT CLEAN CARPETS

Spillage, dirt and grime are spot cleaned.

SHAMPOO CARPETS

All carpeted surfaces are shampooed and cleaned using commercial grade cleaning equipment.

WALK-OFF MATS

All walk-off mats are free of dust, dirt and grime. Depending on the type of mats, they have been shampooed and hosed off.

GENERAL CLEANING

DUST FURNITURE

All type of furniture is free of dust.

CLEAN FURNITURE and PHONE All type of furniture has been wiped free of dirt, grime, ink stains and hand prints.

CLEAN FOUNTAINS and SINKS

All surfaces are wiped clean with a disinfectant cleaner and are free of spots and stains. The adjoining wall surfaces are free of water spots, streaks and hand prints.

EMPTY WASTE BASKETS

All waste baskets are empty and in place, clean and ready for use. Liners are free of tears and holes.

CLEAN VERTICAL SURFACES

All vertical surfaces (walls, doors, partitions, etc.) up to the height of the doors are free of finger marks and other dirt spots of any kind.

RESTROOM AREAS

CLEAN and DISINFECT FLOORS Floors have been swept and wet mopped using a disinfectant cleaner. All surfaces, including corners, under waste receptacles, and behind doors are free of all dirt, dust, grime and stains.

CLEAN and DISINFECT FIXTURES

All surfaces of sinks, showers, toilets and urinals are free of dust, dirt, spots and stains. Toilet seats have been thoroughly cleaned with a germicidal cleaner and are left in raised position after cleaning.

CLEAN PARTITIONS and WALLS

Partitions and walls have been cleaned with a germicidal cleaner and are free from dust, dirt, spots and smears. Ledges, baseboards, ventilating grilles and fans are free of dust and dirt.

REFILL DISPENSERS

All restroom supply dispensers are filled with an adequate supply to last until the next regular service.

CLEAN MIRRORS and DISPENSERS

The chrome or stainless steel surfaces of mirrors, fixtures and dispensers are shined and free of dust, dirt, water spots and stains. Painted metal or plastic type dispensers are free of dust, dirt, grime and fingerprints.

GLASS CLEANING

ENTRY GLASS

Doors and glass panes adjacent to the doors are clean and free of dirt, grime and streaks, and are clear of all excess moisture. Door and window frames and sash are free of dust and loose dirt.

INTERIOR GLASS

All interior surfaces of windows are clean and free of dirt, grime and streaks, and are clear of all excess moisture. Window frames, sash and sills are free of dust, dirt, drippings and other watermarks.

EXTERIOR GLASS

All exterior windows not included as entry glass are clean and free of dirt, grime, streaks and excess moisture.

DUSTING

LEDGES and BASEBOARDS

The horizontal surfaces of partitions, including all wall mounted items, ledges and baseboards are free of dust.

BLINDS, GRILLES

All window blinds and HVAC grilles are free of dust.

HIGH DUSTING

All walls above the top of doors and ceiling surfaces including the exterior surfaces of light fixtures are free of dust.

UPHOLSTERED FURNITURE

All upholstered surfaces of furniture are free of dust when hit with the palm of hand. All dirt spots have been removed by spot cleaning.

LIGHTING

BURNED-OUT LAMPS

All burned-out lamps have been replaced. All defective fixtures have been reported to the County.

GENERAL CLEANING - EXTERIORS

VESTIBULE and SIDEWALKS

All vestibule and sidewalk areas are swept free of dirt and debris. All ash trays are empty, clean, and ready to use.

CLEAN SHRUBBERY

Planted areas adjacent to vestibule and sidewalks are free of debris.

CLEAN BUILDING FRONT

The ground level of exterior building surfaces adjacent to sidewalks are free of dust, dirt, cobwebs and grime.

CLEAN ENTRY DOORS

Metal or wood surfaces of front entry doors and frames are free of dust, dirt, cobwebs and grime.

EXHIBIT "D"
LEGAL DESCRIPTION

APN 275-0166-013-0000

A portion of Lots 3, 4, 5, 8, 9, 10, 11 and 12 in Block 15 as shown on the official "Plat of North Sacramento Subdivision No. 9", filed in the office of the County Recorder of Sacramento County on April 3, 1914, in Book 15 of Maps, Map No. 2.

**Proposed Leased Premises commonly known as: 1215 Del Paso Boulevard,
Sacramento, California 95815**

EXHIBIT "E"

Maintenance Response Timelines		
Type of Problem (The categories of items are for illustrative purposes only.)	Lessor Response to Notification	Lessor Commencement & Completion Time *
Emergency Situations	1 hour	1-4 hours
Life, Health, Safety, Security & Environmental Issues		
Security door, security gate repairs		
Server room HVAC issues		
Alarms		
Utility services disruption		
water intrusions		
sewage back-up, restroom overflows		
Break-ins or vandalism		
Other emergency repairs		
Urgent Situations	1 hour	48 hours
Life, Health, Safety, Security & Environmental Issues		
HVAC in employee workspace: Non functional or thermal comfort		
Elevators		
Graffiti		
Other urgent repairs		
Routine	4 hours	1-14 days
Life, Health, Safety, Security & Environmental Issues		
Lighting		
Non-functional sinks/toilets		
General Plumbing		
Door/gate repairs (non-security)		
General electrical		
General mechanical		
Walls/surfaces		
Carpet/flooring (including tears, ripples, trip hazards)		
Odors and noises		
Landscaping		
Other routine repairs		

* The completion times stated herein may be amended/changed/extended by mutual written agreement by parties

EXHIBIT "F"

PROJECT SCHEDULE

Placeholder

LESSOR shall develop a project schedule upon the day Lease 1790 is approved by the Board of Supervisors.