

RED File No.: REV _____
FPM Facility Code: _____

COUNTY-OWNED FACILITIES USE AGREEMENT

THIS COUNTY-OWNED FACILITIES USE AGREEMENT ("**Agreement**") is made by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("**Licensor**"), and **LICENSEE NAME**, licensee entity ("**Licensee**"), and shall be effective upon execution by the County of Sacramento's Deputy County Executive of Administrative Services, or designee, under delegation of authority per Sacramento County Code §2.62.020 (**and or Sacramento County Board Resolution xxxx-xxxx**), as set forth on the signature page hereof ("**Effective Date**").

RECITALS

A. Ownership. Licensor is the owner of **Street Address, City, State Zip**, which is more particularly described in **Exhibit "A"**, and situated within the **unincorporated area of Sacramento County or the incorporated City of**, California, also known as Assessor's Parcel Number ("**APN**") **###**, hereinafter referred to as the "**Premises**".

B. Service Contract / Program. On _____, 20____, the County Board of Supervisors adopted Resolution No. _____-_____, approving a service contract between the Licensor and Licensee to be effective _____, 20____ through _____, 20____, with the option of _____ () one-year extensions, for the Licensee to operate the _____ Program, a _____ program to provide

_____ ("**Authorized Use**"). The Authorized Use **does or does not** involve working with juveniles. Said service contract between Licensor and Licensee is entitled _____ Agreement No. _____, dated _____, 20____, and is administered by Licensor's Department of _____. Said contract, any amendments or renewals thereto, and any subsequent agreements between the Licensor and Licensee during the term of this Agreement, are collectively referred to hereinafter as "**Service Contract**".

B. Program. Licensee operates a program known as _____, which provides the following services: _____ ("**Authorized Use**"). The Authorized Use **does or does not** involve working with juveniles.

C. License. Licensee desires a license to use a portion of the Premises for the Authorized Use, referred to hereinafter as the "Facility": a mutually agreed area of approximately _____ square feet of the building, as more particularly shown on Exhibit "B" attached hereto and made a part hereof by reference, and as described below. The Licensor is willing to grant to Licensee a license to use the Facility for the Authorized Use on the following terms and conditions as contained herein.

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

1. Incorporation of the Recitals. The aforementioned Recitals are true and correct, and are incorporated by this reference.

2. Permission. Licensor hereby grants to Licensee a license to use the Facility, located at the Premises, for the Authorized Use, and in accordance with the provisions of this Agreement.

3. Term. The term of this license ("Term") shall commence [if there is a license fee schedule, enter specific dates] on Month Day, Year, and shall expire at 11:59 PM, local time, on Month Day, Year [or if there is no license fee, can be 5 years max] when this Agreement is fully executed by all parties and shall expire at 11:59 PM, local time, on the day which completes five (5) full years from the date of execution.

4. Early Termination. Either Licensor or Licensee may at any time and without cause terminate this Agreement during the Term hereof by giving notice in writing at least thirty (30) days prior to the date when any such termination shall become effective.

5. Holdover. In the event Licensee remains in possession of the Premises after expiration, then this Agreement, including a 5% annual license fee escalator, shall remain in effect upon the same terms and conditions as a month-to-month license. Either party may terminate the license by giving a 30-day written notice.

6. Payments. Licensee shall make all payments payable to the "County of Sacramento" and send to the County of Sacramento, Department of General Services, Attn: Accounting, 9660 Ecology Lane, Sacramento, California 95827, with the notation "REV File 2XX", or at such other place as the Licensor may designate in writing, without demand, offset or deduction.

a) Initial Payment. Licensee shall pay to Licensor an initial payment in the amount of **PAYMENT AMOUNT** AND NO/100 DOLLARS (\$____.00) within five (5) business days of full execution of this Agreement.

b) License Fee. Licensee shall pay a monthly license fee rate (the "License Fee") during the Term of this Agreement, as shown below **with a 5% annual escalator**. License fee payments shall be due in advance on the first day of the month following full execution of this Agreement and on the first day of each month thereafter. **Add calculation if license fee is based on a square footage facility cost and use second table** [Calculation: \$____ per square foot x ____ square feet = \$____ per month]

[Choose the appropriate table and tailor as needed:]

Period	Total Monthly License Fee	License Fee Due Date
Month Day, Year to Month Day, Year	\$____.____	1 st day of each month
Month Day, Year to Month Day, Year	\$____.____	1 st day of each month
Month Day, Year to Month Day, Year	\$____.____	1 st day of each month
Month Day, Year to Month Day, Year	\$____.____	1 st day of each month
Month Day, Year to Month Day, Year	\$____.____	1 st day of each month

Period	Monthly Rate per SF	Total Monthly License Fee	License Fee Due Date
Month Day, Year to Month Day, Year	\$____.____	\$____.____	1 st day of each month
Month Day, Year to Month Day, Year	\$____.____	\$____.____	1 st day of each month
Month Day, Year to Month Day, Year	\$____.____	\$____.____	1 st day of each month
Month Day, Year to Month Day, Year	\$____.____	\$____.____	1 st day of each month
Month Day, Year to Month Day, Year	\$____.____	\$____.____	1 st day of each month

7. Taxes and Other Fees. Licensee shall, at Licensee's sole cost and expense, timely pay any and all taxes, and permit, license, or registration fees, and any other charge or assessment for which Licensee is responsible,

or which may be charged or assessed against the Licensee, the Premises, or any property of the Licensee thereon, whether real or personal. Licensor is responsible for paying annual secured property taxes.

Under this Agreement a possessory interest subject to property taxation and special taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6, and Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code, notice is hereby given that such property interest may be subject to property taxation, and special taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property or special taxes levied on such interest.

8. Access and Use Rights. This grant of license provides for use of the Facility by Licensee for the Authorized Use. The cost of operating in the Facility pursuant to the Authorized Use shall be borne solely by Licensee. Licensee's use of the Facility shall be exercised in a manner that does not interfere with Licensor's other use or occupation of the Premises or Licensor's other real or personal property. Licensee's use of the Facility shall at all times be lawful and in compliance with all applicable governmental (i.e. State, local, federal) statutes, laws, requirements and regulations.

9. Parking. Licensee shall have access to the public parking spaces on the Premises, excepting those designated for reserved use, if any.

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

11. Statement Regarding a Certified Access Specialist. Pursuant to California Civil Code §1938, Licensor states that the Premises:

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

 Have undergone an inspection by a CASp and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.

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

A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or licensor may not prohibit the licensee from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the licensee, if requested by the licensee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

12. Facility Repairs and Improvements. Licensee agrees that it shall utilize the Facility for the safe exercise of its Authorized Use, in accordance with the provisions of this Agreement. Licensee shall at all times deliver the Facility to Licensor in substantially the same condition as existed immediately prior to Licensee's use. Licensee shall not make any repairs, or install any improvements or make any alterations to the Facility.

(a) Repairs. Upon Licensee's request for a repair to the Facility, considered necessary in the discretion of the Licensor, Licensor will dispatch the required repair personnel within a reasonable timeframe. There will be no cost to Licensee for repairs to the Facility unless the cause of the repair was due to Licensee's negligent use. In the event it is determined that the repair is due to Licensee's negligent use, Licensor shall perform the necessary repairs and invoice Licensee for the full cost of the repair. Licensee shall reimburse Licensor the full cost outlined in the invoice in a lump sum payment within thirty (30) days of receipt of invoice, unless other mutually acceptable arrangements are made.

(b) Improvements and Alterations. Upon Licensee's request for an improvement or alteration to the Facility to which the Licensor consents, Licensor will provide a written estimate for all requested work prior to work commencing. Upon completion of the improvement or alteration, Licensor shall invoice Licensee for the full cost of the work. Licensee shall reimburse Licensor the full cost outlined in the invoice in a lump sum payment within thirty (30) days of receipt of invoice, unless other mutually acceptable arrangements are made.

(c) Improvements by Licensor. Licensor and Licensee agree and acknowledge that, from time to time, Licensor may undertake improvements to the Facility during the term of this Agreement. Licensor will attempt to make those improvements in a manner that does not unreasonably interfere with the operations of Licensee. Licensee expressly waives any and all claims for damages of any kind as a result of the interruption of business of Licensee that may arise as a result of such improvements undertaken by Licensor.

(d) Contacts. To request repairs, improvements, and alterations, Licensee may contact the County's Facility Maintenance & Operations team at the phone number provided on the Preventative/Corrective Maintenance Responsibility Matrix ("**Matrix**") attached hereto and incorporated herein as **Exhibit "C"**. Licensee shall provide to Licensor, and keep up to date, a list containing the names and contact information of approved maintenance requestors who are authorized to request repairs, improvements and alterations.

13. Risk of Hazards.

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

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

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

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

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

- **Gas & Electricity.** Licensor shall pay gas and electricity utility charges for heating, cooling, lighting, and operation of all office equipment, including computers, used in the Facility.
- **Waste Removal.** Licensor shall pay for regular and adequate garbage, waste and recyclable material removal services to the Facility.
- **Sewer/Septic System and Water.** Licensor shall pay for sewer/septic system and water service to the Facility.

15. Licensee's Responsibilities. Licensee shall comply with the following requirements.

(a) Program. Licensee shall operate the Facility for the Authorized Use, providing services as defined separately in the Service Contract.

(b) Schedule of Operations. Licensee shall operate on a schedule of operations as follows:

- The program is operational twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Licensee shall promptly provide to Licensor updates to the schedule when Licensee's operations change.

(c) Telephone and Internet. Licensee shall pay for telephone and internet services at the Facility, if applicable.

(d) County Policies, Procedures, and Guidelines. Licensee shall comply with all applicable County policies, procedures, and guidelines as amended from time to time, concerning operating within a County facility. Said County facility use policies, procedures, and guidelines are attached hereto and incorporated herein as **Exhibit "D"**.

16. Facility Maintenance. Licensor and Licensee shall provide preventative and corrective maintenance to the Facility, at their sole cost and expense, as indicated in the Matrix. Licensor may hire a maintenance contractor to fulfill Licensor's responsibilities identified in Matrix.

17. Furniture. Licensor and Licensee understand and agree that certain furniture currently exists in the Facility, along with certain additional fixtures and furnishings. At Licensee discretion, Licensee is entitled to use all such items, in their present state, during the period of this Agreement at no additional cost. Licensee obtains no ownership right or interest in said

furniture, fixtures, and furnishings remaining in the Facility at occupancy, and may not unilaterally remove or dispose of any such items.

18. Insurance.

(a) Licensor agrees that it shall, during the full term of this Agreement and at its own expense, keep the Premises and any structural improvements on the Premises insured in sufficient amounts against loss or damage by fire and other casualty commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. Licensor does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against Licensee 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 Licensee.

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

(c) The Licensee shall maintain in force at all times during the Term of this Agreement and any extensions or modifications thereto, for all of its operations and activities authorized herein and for all of its associated officers, representatives, agents, and employees, the forms of insurance as specified in **Exhibit "E"**. The Licensee must provide copies of certificates as evidence of continuing coverage prior to any expiration of insurance.

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

20. Licensor's Right of Entry. In addition to Licensor's express or implied right of entry under any other provision of this Agreement, Licensee

shall permit Licensor to enter the Facility at all reasonable times for the purposes of, but not limited to:

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

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

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

21. Indemnification.

(a) To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless Licensor, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorney's fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Licensee, its officers, employees, agents, or contractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Licensee, or for which the Licensee is legally liable under law regardless of whether caused in part by an Indemnified Party.

(b) This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Licensee or the Licensee's contractors.

(c) Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

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

22. Amendments. This Agreement sets forth all of the promises, conditions and understandings between Licensor and Licensee relating to the Facility. There are no promises, conditions and understandings, either oral or

written, between Licensor and Licensee other than those set forth in the Service Contract and this Agreement. No subsequent modification or agreement with respect to the terms of this Agreement shall be effective, unless such subsequent modification or agreement is in writing executed by both Licensee and Licensor. No oral representation, whenever made, by any official or employee of Licensee shall be effective to modify the provisions of this Agreement. This Agreement shall be binding upon the parties hereto, their successors and assigns.

23. Surrender/Restoration. Licensee shall peaceably surrender possession of the Facility and return all access keys upon expiration or sooner termination of this License. Licensee shall restore the Facility to the reasonable satisfaction of Licensor, excepting reasonable wear and tear.

Upon expiration or termination of this License, Licensee shall promptly remove all personal property not owned by Licensor from the Facility. All injury or damage to Licensor property, both real and personal, caused by such removal shall be repaired at Licensee's sole cost and expense. Should Licensee fail to remove or dispose of such property in a manner satisfactory to Licensor, Licensor may, at its election, consider such property abandoned and may dispose of same at Licensee's expense, or after sixty (60) days of such expiration or termination, and declare the personal property of Licensee to be Licensor property.

24. Written Communication and Notice. All notices from either party to the other under this Agreement shall be in writing and shall be personally delivered, or sent by United States certified or registered mail or sent by a nationally recognized overnight delivery service, postage prepaid, return receipt requested, addressed to the other party at the address provided below, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, or (ii) if mailed, on the date of posting by the United States Post Office or delivery service. Notice of change of address shall be given by written notice in the manner described in this section.

To Licensor at:
County of Sacramento
Department of _____
Attn: _____

City, State Zip
Phone: (916) 87 _____
Email: _____

To Licensee at:

Attn: _____

City, State Zip
Phone: (916) _____
Email: _____

with a copy to:
County of Sacramento
Real Estate Division
Attn: Asset Management Section
3711 Branch Center Road
Sacramento, CA 95827
(916) 876-6200

25. Not an Interest in Real Property. Licensee acknowledges that this License does not convey any interest in real property now or in the future.

26. Interpretation and Enforcement. Interpretation and enforcement of this License shall be governed by the laws of the State of California.

27. Nonwaiver of Rights. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

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

29. Attorney's Fees and Costs. Any party may bring a suit or proceeding to enforce or require performance of the terms of this License, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.

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

31. Authority of Director. The Director of the Department of General Services shall administer this Agreement on behalf of Licensor. Unless otherwise provided herein or required by applicable law, the Director, or any duly authorized officer or employee of Licensor acting on behalf of the Director, shall be vested with all rights, powers, and duties of Licensor hereunder. With respect to matters hereunder subject to the approval, satisfaction, or discretion of Licensor or the Director, the decision of the Director in such matters shall be final.

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

33. Duplicate Counterparts. This Agreement may be executed in several counterparts, and shall be deemed one and the same agreement. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

(Remainder of page intentionally left blank)

Alternate language:

9. Parking. Licensee shall have access to ____ () reserved parking spaces in the parking lot at the locations depicted in the attached Exhibit "B". Licensee may install signage to identify those parking spaces reserved for Licensee.

15.(b) Schedule of Operations.

Continuous: The program is operational twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Non-continuous: The program is operational Monday-Friday, 8AM-5PM, excluding County holidays.

Licensee to provide schedule: Licensee shall provide to Licensor a schedule of Licensee's hours and days of operations at the Facility, and promptly provide to Licensor updates to the schedule when Licensee's operations change.

Optional provisions:

34. Termination of Prior Agreements. Upon the Effective Date, Licensor and Licensee agree that this Agreement voids, replaces and supersedes that certain _____, numbered for reference purposes as REV _____, between Licensor and Licensee dated **Month Day, Year**.

35. Sublicense. Licensee shall have the ability to sublicense portions of the Facility for the sole purpose of providing services related to the Authorized Use, provided such sublicense agreements comply with, and are explicitly named in, the Service Contract. Licensee shall provide to County a copy of all fully executed sublicenses between Licensee and sublicensees (contractors) related to the Facility.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written below.

LICENSOR:

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

By: _____ Date: _____
Sylvester Fadal Effective Date
Deputy County Executive
Administrative Services
Under delegated authority by:
SCC §2.62.020

REVIEWED AND APPROVED BY COUNTY COUNSEL:

By: _____
Deon C. Merene
Deputy County Counsel

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Name, Title
Department of _____

By: _____
Brian McKenzie, Chief
Department of General Services
Facility Planning & Management

LICENSEE:

NAME, Entity

By: _____
Name, Title

EXHIBIT "A"
Premises
Legal Description

A **portion** of the following described real property:

Commonly referred to as **Address**

APN: **###**

EXHIBIT "B"
Facility
Aerial/Site Plan

Facility consists of an approx. _____ square foot **portion** of the building as depicted below:

EXHIBIT "C"
Preventative/Corrective Maintenance Responsibility Matrix

Attached as a separate document

EXHIBIT "D"
County Facility Use Policies, Procedures, and Guidelines

Index of attached policies, procedures, and guidelines:

1. Electrical Safety, Fire Prevention & Holiday Décor Safety Policy
2. Good Neighbor Policy
3. Portable Space Heater
4. Prohibited Items in County Facilities Policy
5. Smoking Prohibition Policy



Policy Title: Electrical Safety and Fire Prevention & Holiday Decorations Safety Policy

Authority: General Services Department Director

Effective Date: July 2016

Purpose:

The purpose of fire prevention is to preserve life and County property by recognizing potential hazards before they occur. All County fire prevention programs shall conform to the applicable fire department or district codes.

Scope:

This policy relates to all County owned and leased facilities that support/house County employees and their communities.

Policy:

Electrical connections

Electrical extension cords should be limited in use and should:

- be UL approved,
- be of minimum length, adequate size (thickness) and electrical rating,
- have a grounding pin in the plug, and
- have undamaged insulation.

If extension cords are used as a temporary electrical source, use appropriate safety practices. Electrical multi-plugs, excluding surge protectors and multiple outlet string with built-in circuit breakers (daisy chaining not permitted), are not permitted in County facilities. Requests for increased electrical service should be submitted on a Maintenance Requisition. CAFM is located online for your convenience: <http://CAFMSacCounty.Net/CafmManagement>.

Cooking appliances

Approved cooking appliances are authorized for use in lunchrooms only since lunchrooms contain the proper electrical outlets and wiring to prevent an overloading of circuits. Call Facilities Management if you have questions.

Coffee pots

All coffee pots must be turned off or unplugged after office hours. Electrical connections of coffee pots located outside of lunchrooms must meet minimum safety requirements.

Office equipment

Computers, calculators and copy machines shall be turned off after business hours. Overheating of electrical equipment could cause nearby paper or combustibles to catch fire.

Equipment to remain on

A Maintenance Requisition should be sent to Facilities Management (use link above) to identify equipment that is to remain on after normal work hours. The equipment will be evaluated to ensure that continuous operation will not create a fire or safety hazard. Facilities Management will properly tag the approved equipment and the proper power panel. All equipment not properly tagged will be turned off or unplugged after hours by the building security attendants.

Heaters

County policy prohibits the use of portable space heaters because most office circuits are designed to withstand typical office equipment loads, and space heaters overload these circuits and are a potential fire hazard. For employees with a true medical need, refer to the "*Portable Space Heater Procedures*" for procedures to request an accommodation.

Christmas Trees

Christmas trees must be fireproofed and tagged as such before being placed in County facilities. They should be removed from the facility in a timely manner after the holidays. Fireproofing of Christmas trees can usually be obtained at the same place they are purchased. DGS Facilities Services does not supply, install, or repair trees, lights, or any ornamentation.

Employees should also be reminded to be extra cautious when decorating for the holidays. This includes the safe use of Christmas lights, avoid blocking hallways, hanging items from the ceiling, and using step ladders correctly to hang decorations.

Candles and Open Flames

Lighted candles, including incense, scented, or votive candles, and any type of open flames (e.g. food warmers, propane tanks, burning trash), in County occupied facilities are prohibited. The open flame creates a potential fire hazard, especially where flammable liquids and/or combustible materials are present or stored.

Exceptions:

- Gas barbecue grills are permitted but must be located outside the building – propane tanks shall not be stored inside buildings.
- Welding and associated hot work for construction or other repair work may be done with the permission of Facilities Management and all required control measures (e.g. local exhaust, fire watch) must be in place.
- Only portable electric food warmers are allowed for use in designated lunch rooms.

Approved by: Director of General Services



Policy Title: **Good Neighbor Policy**
Authority: **Director, Dept. of General Services**
Effective Date: **November 2016**

Purpose:

The County is mandated by state and federal law to provide certain services to all residents of the County, including those within the boundaries of all cities and unincorporated areas of the County. These services are generally located in close proximity to the constituent population, are centrally located, and are easily accessible via public transportation.

The County of Sacramento is committed to being an integral part of the neighborhoods and communities in which it is located and will implement measures to minimize the impact of such facilities on those neighborhoods and communities.

Scope:

This policy applies to all County owned and leased facilities, County staff, and service providers who provide direct services to County constituents that have a potential impact on neighborhoods through increased traffic, noise, trash, parking, people congregating, and security risks to neighborhoods and program participants.

Policy:

This policy is focused on those County-owned, leased and contracted service delivery facilities where programs provide direct service to county constituents. Generalized good neighbor policies shall prohibit loitering, excessive noise, require litter control, mandate graffiti removal, provide for adequate parking and restrooms, require landscape and facility maintenance consistent with the neighborhood, and require contact information for complaint resolution.

The Sacramento County Board of Supervisor's does hereby adopt the Good Neighbor Policy and all it provisions as follows:

The County shall:

- A. Establish a cooperative relationship with all cities, neighborhoods and communities for planning and siting facilities and contracting for services where the service or project has a high impact on the neighborhood and mitigation of those physical impacts is necessary.
- B. Promote decentralization of County services where feasible as a means to improve accessibility and service delivery and reduce physical impact on the environment, neighborhoods and communities.

- C. Promote collocation of services, where feasible, as a way to enhance efficiency and reduce costs in the delivery of services.
- D. Promote exploration of innovative ways to increase accessibility to services that could also reduce physical impacts on the environment, neighborhoods and communities.
- E. Establish early communication with affected cities, neighborhoods and communities as a way to identify potential physical impacts on neighborhoods and to establish mitigation as necessary as well as appropriate property management practices so as not to be a nuisance.
- F. Maintain ongoing communication with cities, neighborhoods and communities as a way to promote integration of facilities into the community, to determine the effectiveness of established good neighbor practices, and to identify and resolve issues and problems expediently.
- G. Establish generalized good neighbor practices for high impact facilities, services and projects that include:
- Provision of adequate parking
 - Provision of adequate waiting and visiting areas
 - Provision of adequate restroom facilities
 - Provision for litter control services
 - Provision for removal of graffiti
 - Provision for control of loitering and management of crowds
 - Provision for appropriate landscape and facility maintenance in keeping with neighborhood standards
 - Provision for a centralized point of contact for complaint resolution
 - Provision in contracts for the County to fix a deficiency and deduct it from the money owed to the program if the program fails to fix them.
 - Provision to participate in area crime prevention and nuisance abatement efforts.
- H. Establish specific good neighbor practices for high impact facilities, services and projects based on a factual analysis of circumstances that would require more oversight and extraordinary measures to ensure the resolution of problems as they occur.
- I. Establish requirements that all facilities, services and projects be in compliance with various nuisance abatement ordinances and any other provision of law that applies.
- J. Establish a central point of contact within the County, for resolving non-compliance with this Good Neighbor Policy.
- K. Conduct a periodic review of all sites and projects included in this policy to determine the effectiveness of their application of the Good Neighbor Policy.

- L. Continued non-compliance by a contractor of this policy and its provisions may result in contract termination and ineligibility for additional or future contracts.

Procedures

Community Meetings

Community contact is an integral part of this Good Neighbor policy and is covered in provisions A, E, and F above. Meetings held prior to the siting of County facilities and ongoing community meetings are an effective method of identifying potential impacts on neighborhoods, taking steps to mitigate these impacts, and to identify and resolve problems expediently.

The County department responsible for establishing a new or community-based contract, or facility, will be responsible to initiate the community outreach.

Generalized Good Neighbor Practices

Provisions G, H, and I above target issues impacting neighborhoods such as increased traffic, parking, noise, trash, and loitering. Certain high impact facilities may require relevant departments to introduce additional practices based on a factual analysis of circumstances which demonstrate the need for more oversight.

Good Neighbor "Hot Line"

To provide an avenue for communication when this policy is not adhered to, constituents should first attempt to contact the site contact (if a Contractor manages the site) whose number should be clearly displayed.

Complaints for sites owned or managed by the County will be called in to the 311 trouble call line*. The County will then take steps to identify who owns or manages this site and make contact to notify them of the issue. It is the "owning" department's responsibility to correct the problem, and call the constituent and the 311 staff with the proposed solution. A call log will be maintained and the database updated. Trends in frequency of sites being reported will be analyzed periodically and will be responded with more frequent contact with the sites and potentially more stringent steps being taken

*(If calling from outside the unincorporated area, or from within a city or non-county landline phone, call 875-4311. From a County desk telephone, just dial: 9-311)

Approved by: Board of Supervisors

Concur: County Executive

Policy Title: Portable Space Heater

Responsible Department: General Services

Issue Date: January 1997

Updated: January 2015

Effective Date: January 2015

Background

Most connectable load circuits are only designed to withstand typical office equipment loads (i.e. task lights, computers, printers). The use of space heaters overloads these circuits and becomes a potential fire hazard. If a problem exists with temperature control, contact Facilities Management.

Policy

County policy prohibits the use of portable space heaters because most office circuits are only designed to withstand typical office equipment loads, and space heaters overload these circuits and are a potential fire hazard. To accommodate employees that have a true medical need, however, personal heaters are allowed within County owned or leased facilities *if they are determined to be medically necessary and so documented.*

Procedures

If an employee requires supplemental heat in their personal work space, the employee shall complete a Reasonable Accommodation Request with an accompanying medical verification/doctor's note and submit that information directly to the Disability Compliance Office (DCO) for review/approval. Once approved, an interactive meeting will be held to determine how to implement the accommodation. Attendees should include the department's ADA/FEHA Coordinator, the employee, their Supervisor/Manager, the facility Safety representative and/or facility manager, DGS O&M staff and possibly DCO staff if warranted.

- As a result of the Interactive Meeting, the department may purchase and install *a variable position, low wattage radiant heater and connect it to a motion sensor power strip.*

Recommended heaters include:

- Toasty Toes Ergonomic Foot Rest heater,
- the Ra-Key Radiant Keyboard, Mouse and Desktop Heater, or
- the Qmark Electric Flat Panel Heater

Recommended motion sensor power strips include:

- iPAN #SPI601P600
- WattStopper #IDP-3050A

This policy will accommodate those that have a specific need for additional heat while being mindful of the County's power demands and the safety of all our valued employees. In no case shall an employee install a space heater on their own.



Policy Title: Prohibited Items In County Facilities Policy

Authority: General Services Department Director

Effective Date: September 2016

Purpose:

The purpose of prohibiting items is to create a safe environment in County buildings for the public and County staff.

Scope:

This policy relates to all County owned and leased facilities that support/house County employees and their communities.

Policy:

Dangerous weapons and dangerous articles

The carrying, transportation, use or possession of dangerous weapons or dangerous articles is prohibited in or upon any County building or grounds (Sacramento County Code, Section 9.42.010). The only exceptions are firearms under the control of a peace officer or other authorized personnel.

The Sacramento County Code definitions are:

9.42.020. DANGEROUS WEAPON:

"As used in this chapter, 'dangerous weapon' includes any instrument or weapon of the kind commonly known as a blackjack, slingshot, billy, metal knuckles, dagger, knife, pistol, revolver, or any other firearm, razor with an unguarded blade, and any metal pipe or bar used or intended to be used as a club."

9.42.030 DANGEROUS ARTICLE:

"As used in this chapter, 'dangerous article' includes any explosive or flammable substance which can be exploded or burned in a manner which is capable of producing bodily injury or damage to property, or any bomb, grenade or similar device."

Hazardous materials

Hazardous materials including, but not limited to, explosives or other toxic materials, are not permitted in a County facility without a valid permit.

Defensive Spray

Temporarily disabling aerosol that is composed partly of capsicum oleoresin (Pepper Spray) and aerosol mace are prohibited on County premises.

Alcohol and controlled substances

The possession and use of alcohol and controlled substances is prohibited on County premises (Sacramento County Code Section 2.78.030).

Bicycles

The general public may not bring their bicycles into County facilities. They are required to use existing public racks in the public parking lots.

Employee owned bicycles are not prohibited inside County facilities; however, employees are encouraged to use the secure bike cages or storage lockers, where available. Refer to the Parking Policy for locations, procedures and fee schedule. Employees are asked to be mindful of their surroundings if they bring their bike inside the building as they may track in dirt on the tires, can easily scuff walls, and may present a safety hazard in close office/cubicle spaces.

Animals

Only animals that are essential for required duties will be allowed in County facilities. Guide, signal or service dogs for the disabled are permitted.

Unauthorized vendors or solicitors

Generally, solicitation is not permitted on County facilities or grounds. This prohibition also applies to County employees. However, under some circumstances, parties are permitted to sell products or solicit funds in County facilities or grounds. These parties must have specific written permission from the Board of Supervisors or County Executive, or have permission from General Services Facilities Management.

Any questions or problems related to vendors and solicitors should be directed to Facilities Management. Any unauthorized person observed selling or soliciting should be advised of this policy.

Approved by: Director of General Services



Policy Title: Smoking Prohibition Policy

Authority: Director, Dept. of General Services

Effective Date: September 2016

Purpose

The Board of Supervisors directed the County Executive and the Department of General Services to take those steps necessary to implement the smoking prohibition policy passed on April 24, 2001. The policy and procedure are delineated herein to ensure uniform and timely implementation. Questions about the policy and implementation procedure should be addressed to the Deputy Director, Facility and Property Services at 876-5384.

Scope:

This policy applies to all County of Sacramento employees as well as the general public that utilize County services or visit County facilities, either County-owned or leased.

Policy

Smoking is prohibited, including electronic cigarettes or vaping within twenty feet of entrances, exits, open windows, or ventilation ducts of County-owned or leased buildings that are occupied by the County. All County employees should comply with the policy.

Procedures

This procedure applies to County-owned and leased facilities occupied by the County. Leased facilities sharing common entrances with private tenants do not have the authority to post signs and relocate ash urns and are exempt from doing so, although employees must comply with the policy itself. (Example: County occupies only one floor of multi-story building. Signs are not posted and ash urns are near the door. County employees who smoke should do so at least 20 feet away from doors and windows, remembering to properly dispose of waste as they reenter the building).

Signage Responsibility

- The tenant department is responsible for ordering and obtaining, posting and maintaining signs in the leased facility that it occupies. Departments should contact the General Services Real Estate Division, not the lessor, for installation services.
- General Services Facilities Management is responsible for creating, posting and maintaining signs in County-owned buildings.
- Special districts are responsible for creating, posting and maintaining signs in facilities in which they perform their own building maintenance.

Language

The sign should read as follows:

**SMOKING IS NOT PERMITTED WITHIN 20 FEET OF ANY DOOR OR OPEN WINDOW
INCLUDING E-CIGARETTES**

Cost

The cost of the smoking prohibition signage is the responsibility of the tenant department in a leased facility, unless otherwise specified within the specific lease agreement for a building. General Services or special districts are responsible to pay for the signs in the facilities they maintain.

Compliance

All signage new should be installed by July 15, 2015.

Ash Containers

To be consistent with the policy and signage, all ash containers shall be moved to 20 feet from entrances, exits, windows that open and ventilation ducts.

Smoking Cessation Information

Employees can contact the County of Sacramento's Tobacco Education Program for information about smoking cessation services. The program is also equipped to answer questions regarding the policy, the effects of tobacco exposure and the benefits of tobacco cessation.

Contact information: Tobacco Education Program 875-7908

Employee Notification

The Department of General Services will notify employees of the new policy. The methods of notification will include distribution of the information with paychecks and an information item in the County News.

Approved by: Board of Supervisors

Concur: Sacramento County Executive

**EXHIBIT "E" to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and**

_____, a _____, hereinafter referred to
as "LICENSEE"

INSURANCE REQUIREMENTS

Without limiting LICENSEE's indemnification, LICENSEE shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the LICENSEE, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require LICENSEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

LICENSEE shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that LICENSEE provide complete copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed

Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY: *or* Errors and Omissions Liability insurance appropriate to the LICENSEE's profession.
- E. UMBRELLA: *or* Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- F. SEXUAL ABUSE OR MOLESTATION: Coverage appropriate to the LICENSEE's profession. Coverage may be written as part of the LICENSEE's Commercial General Liability, or part of the LICENSEE's Professional (E&O) Liability, or stand-alone basis.

III. MINIMUM LIMITS OF INSURANCE

LICENSEE shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

Building Trades General Aggregate: \$2,000,000
Products Comp/Op Aggregate: \$2,000,000

Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. WORKERS' COMPENSATION: Statutory.

D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.

F. SEXUAL ABUSE OR MOLESTATION: Minimum limits shall be not less than \$250,000 per person or per occurrence and \$1,000,000 aggregate. (Not applicable if LICENSEE will not be working with juveniles).

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by LICENSEE.

B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the LICENSEE must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
2. MAINTENANCE OF INSURANCE COVERAGE: The LICENSEE shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

LICENSEE is required by this Agreement to immediately notify County 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. LICENSEE 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.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. ADDITIONAL INSURED STATUS: The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the LICENSEE; products and

completed operations of the LICENSEE; premises owned, occupied or used by the LICENSEE; or automobiles owned, leased, hired or borrowed by the LICENSEE. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.

- B. PRIMARY INSURANCE: For any claims related to this Agreement, the LICENSEE's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.
- C. SEVERABILITY OF INTEREST: The LICENSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. SUBCONTRACTORS: LICENSEE shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by LICENSEE's subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the LICENSEE. Should LICENSEE be self-insured for workers' compensation, LICENSEE hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

IX. NOTIFICATION OF CLAIM

If any claim for damages is filed with LICENSEE or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with LICENSEE's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, LICENSEE shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if 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.