



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1f

**Meeting Date:** June 20, 2019

**Subject:** Approve Leases for SETA at American Legion, Bret Harte, Capitol City, C.P. Huntington, Freeport and Hiram Johnson

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Facilities Support Services

**Recommendation:** Approve building leases at American Legion, Bret Harte and CP Huntington and ground leases at Capitol City, CP Huntington, Freeport (Capitol Collegiate Academy) and Hiram Johnson Infant/Toddler Center.

**Background/Rationale:** SETA (Sacramento Employment & Training Agency) has agreed to continue to provide services for families and to operate the programs known as Head Start and Early Head Start at the following sites: American Legion, Bret Harte, Capitol City, CP Huntington, Freeport (Capitol Collegiate Academy) and Hiram Johnson Infant/Toddler Center.

This will require the District to enter into leases with SETA. At sites where a federal interest is present in a modular unit or building, SETA will enter into a ground lease. At sites where there is no federal interest, SETA will lease the space as a building lease where it is owned by the District. The leases are attached.

**Financial Considerations:** Since the District will no longer be administering these programs, the District's general fund contribution will be reduced accordingly.

**LCAP Goal(s):** Operational Excellence

**Documents Attached:**

1. Building Lease for American Legion
2. Building Lease for Bret Harte
3. Building Lease for CP Huntington
4. Ground Lease for Capitol City
5. Ground Lease for CP Huntington
6. Ground Lease for Freeport
7. Ground Lease for Hiram Johnson

**Estimated Time of Presentation:** N/A

**Submitted by:** Cathy Allen, Chief Operations Officer

**Approved by:** Jorge A. Aguilar, Superintendent

HEAD START LEASE

[AMERICAN LEGION HIGH SCHOOL  
3801 BROADWAY, SACRAMENTO]

This Lease, made and executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2019, is by and between the SACRAMENTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter called "District," and the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA), a Joint Powers Agency, hereinafter called "Lessee."

WHEREAS, Lessee is a government agency whose purposes include the promotion of educational and community services through the operation of a Head Start program as Grantee; and

WHEREAS, District is a delegate agency of Lessee and has previously operated a Head Start program in facilities located at the American Legion High School, 3801 Broadway, Sacramento, California ("School"), consisting of approximately 3,114 square feet of classroom space and related use of facilities and grounds as determined by the site administrator in consultation with SETA, as set forth on the plan attached hereto as Exhibit A and incorporated herein by reference (the "Premises"); and

WHEREAS, District no longer desires to operate a Head Start program on the Premises, but Lessee desires to do so; and

WHEREAS, District desires to lease to Lessee, and Lessee desires to lease from District, the Premises for the purpose of the continued operation of Lessee's Head Start program.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the covenants herein contained, the District does hereby lease unto Lessee the Premises (the "Lease").

IT IS UNDERSTOOD AND AGREED by and between District and Lessee as follows:

1. **Terms and Conditions.** The Term of this Lease shall be for a minimum of five (5) years, commencing on July 1, 2019. The Premises shall be available to Lessee for its Head Start program between the hours of 6:30 A.M. and 6:30 P.M. on Monday through Friday.

2. **Option to Renew Subject to District Approval.** Subject to early termination as set forth in section 8, and provided Lessee is not in breach of the Lease, Lessee shall hold an option to renew this Lease for one (1) additional five (5) year term (the "Option Term") upon the same terms and conditions, except that the monthly Rent payable during the Option Term shall be increased once by a percentage equal to the annual cost of living adjustment granted to Lessee for operation of its Head Start child care program by the federal government most recently preceding expiration of the Initial Term. Lessee shall exercise this option by giving written notice to District no later than July 1 of the year preceding expiration of the Initial Term.

3. **Rent.** Lessee agrees to pay District rent of \$1.12 per square foot based on 3,114 square feet for a total of Three Thousand Four Hundred Eighty-seven and 68/100 Dollars (\$3,487.68) per month (the “Rent”) for the use of the Premises, commencing on July 1, 2019. Rent for less than a full month shall be prorated on the basis of a thirty (30) day month. District shall provide Lessee with an annual invoice for rent no later than the 15<sup>th</sup> day after commencement of each year of the Lease. The rent for each one month period of the Lease shall be payable at the end of each calendar month during the Term of this Lease or any renewal thereof at the address for notices identified in Paragraph 21 of this Lease.

4. **Utilities.** District shall provide the following utilities and related services for use by Lessee: water, sewage, garbage (waste removal), natural gas, and electricity (“Utility Services”). Lessor shall provide to Lessee periodic (but no less frequently than annually) accountings of Utility Services for the School and Lessee shall reimburse to District its pro rata share (7.56%) of such Utility Services upon payment of each next ensuing Rent payment under Section 3, above.

5. **Use and Assignment.** Lessee shall use the Premises exclusively for the conduct of a Head Start Child Development Program and for no other purpose. Lessee shall not sublease or assign any interest accruing to it under this Lease to any person or entity whatsoever without the prior written consent of District, which consent shall not be unreasonably withheld. In the event, however, that the Joint Powers Agreement establishing SETA is terminated, the successor agency of SETA may, at its sole option, become the successor-in-interest of Lessee under this Lease without the District’s prior approval.

6. **Indemnification.**

A. By Lessee. Lessee shall indemnify, defend, protect and hold harmless District, and its officers, employees and agents, from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the occupancy, use or control of the Premises by Lessee and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

B. By District. District shall indemnify, defend, protect and hold harmless Lessee and its officers, employees, agents and volunteers, from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) arising out of or in connection with the ownership, occupancy, use, maintenance or control of the Premises by District and its officers, employees, agents, volunteers, guests and invitees.

7. **Insurance.**

A. District’s Liability Insurance. District will provide property and liability insurance as set forth in the Memorandum of Understanding with the City of Sacramento and Schools Insurance Authority (City Agreement No. 2001-050; copy attached hereto as Exhibit B and made a part hereof).

B. **Lessee's Liability Insurance.** Lessee shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interest's provision and shall provide limits of not less than \$2,000,000 per occurrence and \$3,000,000 general aggregate. Lessee's general liability policies shall be endorsed to name District and any lender of District as additional insured. Lessee's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

## 8. **Termination.**

A. **Early Termination by Lessee.** In the event that funding to Lessee for the operation of its Head Start program is reduced, suspended, or terminated, so that Lessee terminates, in whole or in part, the operation of the Head Start Child Development Program, Lessee may terminate this Lease by giving written notice to District not later than one hundred eighty (180) days prior to the termination date.

B. **Early Termination Upon Breach of Lease.** In the event of an alleged breach of this Lease (other than a failure to timely pay rent), the Party claiming the breach shall provide written notice to the other Party specifying the alleged breach and the applicable provisions of the Lease. The other Party shall have thirty (30) days after receipt of such written notice to cure the breach, provided that if the breach cannot reasonably be cured within thirty (30) days, such other Party shall not be in default of this Lease if such other Party commences to cure the breach within the thirty (30) day period and diligently and in good faith continues to cure the breach thereafter. Failure to cure a breach shall allow either Party to seek its available remedies under California law.

9. **Destruction/Condemnation.** Should all or any portion of the Premises be destroyed by any cause whatsoever, or in the event of condemnation of all or any portion of the Premises, Lessee may, at its sole option, terminate this Lease or continue to occupy the remaining portion of the Premises. In the event Lessee elects to remain in possession, the rent as herein provided shall be reduced by the same ratio as the space Lessee is precluded from occupying or using bears to the total floor space of the Premises.

10. **Alteration.** Lessee agrees that no alterations, additions or improvements shall be made in or about the Premises without the written consent of District, which shall not be unreasonably withheld or delayed.

11. **Fixtures.** All fixtures and equipment made or installed by Lessee in the Premises shall remain the property of Lessee and may be removed by Lessee at any time at the option of Lessee. Lessee shall repair any damage to the Premises resulting from removal of any fixtures.

12. **Laws.** Lessee agrees that it will, at all times during its use and occupancy of the Premises, comply with all ordinances, laws and regulations affecting the conduct of Lessee's Head Start

Child Development Program. District agrees that it shall be responsible for performing any repairs, alterations and modifications to the Premises and building which contains them required by laws, statutes, regulations and governmental orders or decrees enacted after the execution of this Lease.

13. **Maintenance of Facility.** Each Party is responsible for maintaining and repairing damage to the Premises as shown below:

<b>Lessee's Responsibilities:</b>	<b>District's Responsibilities:</b>
Interior lighting tubes and bulbs	Interior walls
Lessee's furnishings, fixtures and equipment	Ceiling
Partitions	Glazing
	Floor coverings
	Exposed plumbing fixtures
	Interior Lighting Ballasts
	Exterior playground equipment*
	Playground shade structure*
	Exterior walls
	Building foundation
	Building structural system
	Doors
	Roof
	Exterior lighting system and light fixtures (tubes, ballasts, and bulbs)
	Parking lot
	HVAC system and components
	Landscaping
	Electrical wiring system and components
	Fire sprinklers/fire extinguishers/life safety systems
	Exterior grounds and common areas, including drainage and irrigation systems and pest control
	Unexposed plumbing and other unexposed utility systems and components serving the Premises and the building
	Hot water heater
*If at any time during the Lease Term, or any renewal thereof, the Playground equipment and/or shade structure require replacement, the cost of such replacement shall be the responsibility of Lessee, not District	

Should either Party become aware of the need to maintain or repair any portion of the Land or the Building which is the responsibility of the other party, they may contact the other party during

normal business hours, to discuss the needed repair or maintenance item, unless the matter is of an emergency nature, in which case the Party affected shall contact the Emergency Contact for the other party. Notwithstanding the foregoing, it shall remain each Party's primary responsibility to inspect the Land and the Building, in order to timely and properly maintain and repair those items which are such Party's responsibility as set forth above, whether or not they have come to the attention of and been reported by the other Party.

14. **Contact Representatives.** Attached hereto as Exhibit C, is a list of personnel for both the District and the Lessee who may be contacted by the other party should any issue arise regarding this Lease, including, but not limited to, any required maintenance or repair of the Land or the Building.

15. **Access to Premises.** District and the agents and employees of District shall have the right to enter upon the Premises at all reasonable times to inspect the same to see that no damage has been done, and to make such repairs or alterations as District deems necessary in connection with the Premises, and to protect any and all rights of District.

16. **Successors.** The terms and conditions of this Lease shall extend to, be binding upon, and inure to the benefit of successors and assigns of the parties hereto.

17. **Waiver.** The waiver by either party of any default, breach, or condition precedent hereunder shall not be construed as a waiver on the part of that party of any other default, breach or condition precedent, or any other right hereunder.

18. **Titles.** The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the Lease.

19. **Entire Agreement.** This writing constitutes the entire agreement between the parties and supersedes all prior negotiations and verbal statements made by any representatives of the parties to this Lease.

20. **Time of the Essence.** Time is of the essence in the performance of this Lease.

21. **Notices.** Any notices provided for herein shall be deemed properly served when deposited in the United States mail, postage prepaid, certified, and return receipt requested, addressed as follows:

TO DISTRICT: Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
Attention: Chief Operations Officer, Facility Support Services

WITH A COPY TO: In House Counsel  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

TO LESSEE: Sacramento Employment and Training Agency  
925 Del Paso Boulevard  
Sacramento, CA 95815  
Attention: Executive Director

WITH A COPY TO: Law Offices of Gregory D. Thatch  
1730 I Street, Suite 220  
Sacramento, CA 95814

22. **Parking.** District shall provide non-exclusive parking spaces and an area for vehicular access to the Premises for the loading and unloading of food, equipment and supplies in the area depicted on Exhibit A. This access shall accommodate the trucks and vans utilized by Lessee for those purposes. District shall also provide a reasonably close and safe area for the delivery and pick-up of children enrolled in Lessee's Head Start Program.

23. **Signage.** Lessee shall have the right to install building signage with District's approval.

24. **Non-Sectarian Purpose.** Lessee is a government agency which is required to operate its Head Start Child Development Program in a non-sectarian manner which neither advances nor prohibits the practice of any religion or religious beliefs. District acknowledges the non-sectarian purposes of Lessee's operations and agrees that the shall be free of all sectarian influence or appearance, including religious artifacts, symbols, paraphernalia, books or other printed materials, posters or pictures during those times when the Premises are reserved for use by Lessee pursuant to this Lease.

IN WITNESS WHEREOF, the District and Lessee have executed this Lease as set forth below.

Dated: \_\_\_\_\_, 2019

SACRAMENTO UNIFIED SCHOOL DISTRICT  
A California public school district

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

SACRAMENTO EMPLOYMENT AND  
TRAINING AGENCY

By: \_\_\_\_\_

Kathy Kossick  
Executive Director

Approved as to Form:

\_\_\_\_\_  
Legal Counsel to SETA

EXHIBIT A

[Attach description and depiction of Premises]

# Exhibit A

SETA Leased Space

## American Legion

### Lease Area

-  Classroom - 2,664 SF
-  Playground - 450 SF
-  Parking/Loading/Unloading



EXHIBIT B

[Attach City Agreement No. 2001-050]

**Memorandum of Understanding**  
**City of Sacramento**  
**Schools Insurance Authority**  
**Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

CITY  
AGREEMENT NO. 2001-050

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

### **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

### **Hold Harmless Agreement**

#### **INDEMNIFICATION**

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

### INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

CITY  
AGREEMENT NO. 2001-050

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto (Only used when applicable to agreement)

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

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D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

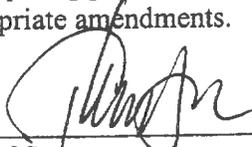
**Term**

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

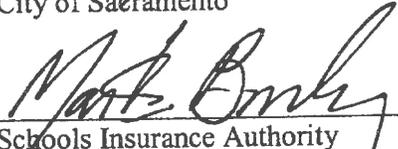
No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

**Amendments**

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

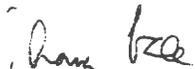
  
\_\_\_\_\_  
City of Sacramento

3/22/07  
Date

  
\_\_\_\_\_  
Schools Insurance Authority

5/31/01  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City of Sacramento

**ATTEST:**

  
\_\_\_\_\_  
CITY CLERK

## EXHIBIT C

### Contact Representatives List

#### SETA Contacts

**Billing:**

Victor Han  
Office: 916-263-5437  
[Victor.han@seta.net](mailto:Victor.han@seta.net)

**Network issues:**

Richard Davis  
Office: 916-263-3908  
[richard.davis@seta.net](mailto:richard.davis@seta.net)

**Food Services:**

Kaleb Call  
Office: 916-263-1543  
[kaleb.call@seta.net](mailto:kaleb.call@seta.net)

**Enrollment:**

Lisa Carr  
Office: 916-263-8123  
[lisa.carr@seta.net](mailto:lisa.carr@seta.net)

**Site staffing issues:**

Karen Griffith  
Office: 916-263-3988  
[karen.griffith@seta.net](mailto:karen.griffith@seta.net)

**Emergencies, Facilities, Janitors,  
Alarms, and Keys Contact:**

Jose Diaz  
Office: 916-563-5100  
Cell: 916-416-7601  
[Jose.diaz@seta.net](mailto:Jose.diaz@seta.net)

#### Sacramento City Unified School District Contacts

**Emergencies, Facilities, Janitors,****Alarms and Key Contacts:**

Facilities Support Services

During Work Hours-

Elena Hankard

Office: 916-643-9233

[Elena-hankard@scusd.edu](mailto:Elena-hankard@scusd.edu)

**Billings:**

Amari Watkins

[Amari-watkins@scusd.edu](mailto:Amari-watkins@scusd.edu)

**Emergencies, Facilities, Janitors, Alarms****and Key Contacts:**

SCUSD Security Services

After Work Hours -

Cell: 916-752-3034

## HEAD START LEASE

[BRET HARTE ELEMENTARY SCHOOL  
2751 9<sup>TH</sup> AVENUE, SACRAMENTO]

This Lease, made and executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2019, is by and between the SACRAMENTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter called "District," and the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA), a Joint Powers Agency, hereinafter called "Lessee."

WHEREAS, Lessee is a government agency whose purposes include the promotion of educational and community services through the operation of a Head Start program as Grantee; and

WHEREAS, District is a delegate agency of Lessee and has previously operated a Head Start program in facilities located at the Bret Harte Elementary School, 2751 9<sup>th</sup> Avenue, Sacramento, California ("School"), consisting of approximately 4,470 square feet of classroom space and related use of facilities and grounds as determined by the site administrator in consultation with SETA, as set forth on the plan attached hereto as Exhibit A and incorporated herein by reference (the "Premises"); and

WHEREAS, District no longer desires to operate a Head Start program on the Premises, but Lessee desires to do so; and

WHEREAS, District desires to lease to Lessee, and Lessee desires to lease from District, the Premises for the purpose of the continued operation of Lessee's Head Start program.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the covenants herein contained, the District does hereby lease unto Lessee the Premises (the "Lease").

IT IS UNDERSTOOD AND AGREED by and between District and Lessee as follows:

- 1. Terms and Conditions.** The Term of this Lease shall be for a minimum of five (5) years, commencing on July 1, 2019. The Premises shall be available to Lessee for its Head Start program between the hours of 6:30 A.M. and 6:30 P.M. on Monday through Friday.
- 2. Option to Renew Subject to District Approval.** Subject to early termination as set forth in section 8, and provided Lessee is not in breach of the Lease, Lessee shall hold an option to renew this Lease for one (1) additional five (5) year term (the "Option Term") upon the same terms and conditions, except that the monthly Rent payable during the Option Term shall be increased once by a percentage equal to the annual cost of living adjustment granted to Lessee for operation of its Head Start child care program by the federal government most recently preceding expiration of the Initial Term. Lessee shall exercise this option by giving written notice to District no later than July 1 of the year preceding expiration of the Initial Term.

3. **Rent.** Lessee agrees to pay District rent of \$1.12 per square foot based on 4,470 square feet for a total of Five Thousand Six and 40/100 Dollars (\$5,006.40) per month (the “Rent”) for the use of the Premises, commencing on July 1, 2019. Rent for less than a full month shall be prorated on the basis of a thirty (30) day month. District shall provide Lessee with an annual invoice for rent no later than the 15<sup>th</sup> day after commencement of each year of the Lease. The rent for each one month period of the Lease shall be payable at the end of each calendar month during the Term of this Lease or any renewal thereof at the address for notices identified in Paragraph 21 of this Lease.

4. **Utilities.** District shall provide the following utilities and related services for use by Lessee: water, sewage, garbage (waste removal), natural gas, and electricity (“Utility Services”). Lessor shall provide to Lessee periodic (but no less frequently than annually) accountings of Utility Services for the School and Lessee shall reimburse to District its pro rata share (7.83%) of such Utility Services upon payment of each next ensuing Rent payment under Section 3, above.

5. **Use and Assignment.** Lessee shall use the Premises exclusively for the conduct of a Head Start Child Development Program and for no other purpose. Lessee shall not sublease or assign any interest accruing to it under this Lease to any person or entity whatsoever without the prior written consent of District, which consent shall not be unreasonably withheld. In the event, however, that the Joint Powers Agreement establishing SETA is terminated, the successor agency of SETA may, at its sole option, become the successor-in-interest of Lessee under this Lease without the District’s prior approval.

6. **Indemnification.**

A. By Lessee. Lessee shall indemnify, defend, protect and hold harmless District, and its officers, employees and agents, from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the occupancy, use or control of the Premises by Lessee and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

B. By District. District shall indemnify, defend, protect and hold harmless Lessee and its officers, employees, agents and volunteers, from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) arising out of or in connection with the ownership, occupancy, use, maintenance or control of the Premises by District and its officers, employees, agents, volunteers, guests and invitees.

7. **Insurance.**

A. District’s Liability Insurance. District will provide property and liability insurance as set forth in the Memorandum of Understanding with the City of Sacramento and Schools Insurance Authority (City Agreement No. 2001-050; copy attached hereto as Exhibit B and made a part hereof).

B. **Lessee's Liability Insurance.** Lessee shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interest's provision and shall provide limits of not less than \$2,000,000 per occurrence and \$3,000,000 general aggregate. Lessee's general liability policies shall be endorsed to name District and any lender of District as additional insured. Lessee's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

## 8. **Termination.**

A. **Early Termination by Lessee.** In the event that funding to Lessee for the operation of its Head Start program is reduced, suspended, or terminated, so that Lessee terminates, in whole or in part, the operation of the Head Start Child Development Program, Lessee may terminate this Lease by giving written notice to District not later than one hundred eighty (180) days prior to the termination date.

B. **Early Termination Upon Breach of Lease.** In the event of an alleged breach of this Lease (other than a failure to timely pay rent), the Party claiming the breach shall provide written notice to the other Party specifying the alleged breach and the applicable provisions of the Lease. The other Party shall have thirty (30) days after receipt of such written notice to cure the breach, provided that if the breach cannot reasonably be cured within thirty (30) days, such other Party shall not be in default of this Lease if such other Party commences to cure the breach within the thirty (30) day period and diligently and in good faith continues to cure the breach thereafter. Failure to cure a breach shall allow either Party to seek its available remedies under California law.

9. **Destruction/Condemnation.** Should all or any portion of the Premises be destroyed by any cause whatsoever, or in the event of condemnation of all or any portion of the Premises, Lessee may, at its sole option, terminate this Lease or continue to occupy the remaining portion of the Premises. In the event Lessee elects to remain in possession, the rent as herein provided shall be reduced by the same ratio as the space Lessee is precluded from occupying or using bears to the total floor space of the Premises.

10. **Alteration.** Lessee agrees that no alterations, additions or improvements shall be made in or about the Premises without the written consent of District, which shall not be unreasonably withheld or delayed.

11. **Fixtures.** All fixtures and equipment made or installed by Lessee in the Premises shall remain the property of Lessee and may be removed by Lessee at any time at the option of Lessee. Lessee shall repair any damage to the Premises resulting from removal of any fixtures.

12. **Laws.** Lessee agrees that it will, at all times during its use and occupancy of the Premises, comply with all ordinances, laws and regulations affecting the conduct of Lessee's Head Start

Child Development Program. District agrees that it shall be responsible for performing any repairs, alterations and modifications to the Premises and building which contains them required by laws, statutes, regulations and governmental orders or decrees enacted after the execution of this Lease.

13. **Maintenance of Facility.** Each Party is responsible for maintaining and repairing damage to the Premises as shown below:

<b>Lessee's Responsibilities:</b>	<b>District's Responsibilities:</b>
Interior lighting tubes and bulbs	Interior walls
Lessee's furnishings, fixtures and equipment	Ceiling
Partitions	Glazing
	Floor coverings
	Exposed plumbing fixtures
	Interior Lighting Ballasts
	Exterior playground equipment*
	Playground shade structure*
	Exterior walls
	Building foundation
	Building structural system
	Doors
	Roof
	Exterior lighting system and light fixtures (tubes, ballasts, and bulbs)
	Parking lot
	HVAC system and components
	Landscaping
	Electrical wiring system and components
	Fire sprinklers/fire extinguishers/life safety systems
	Exterior grounds and common areas, including drainage and irrigation systems and pest control
	Unexposed plumbing and other unexposed utility systems and components serving the Premises and the building
	Hot water heater
*If at any time during the Lease Term, or any renewal thereof, the Playground equipment and/or shade structure require replacement, the cost of such replacement shall be the responsibility of Lessee, not District	

Should either Party become aware of the need to maintain or repair any portion of the Land or the Building which is the responsibility of the other party, they may contact the other party during

normal business hours, to discuss the needed repair or maintenance item, unless the matter is of an emergency nature, in which case the Party affected shall contact the Emergency Contact for the other party. Notwithstanding the foregoing, it shall remain each Party's primary responsibility to inspect the Land and the Building, in order to timely and properly maintain and repair those items which are such Party's responsibility as set forth above, whether or not they have come to the attention of and been reported by the other Party.

14. **Contact Representatives.** Attached hereto as Exhibit C, is a list of personnel for both the District and the Lessee who may be contacted by the other party should any issue arise regarding this Lease, including, but not limited to, any required maintenance or repair of the Land or the Building.

15. **Access to Premises.** District and the agents and employees of District shall have the right to enter upon the Premises at all reasonable times to inspect the same to see that no damage has been done, and to make such repairs or alterations as District deems necessary in connection with the Premises, and to protect any and all rights of District.

16. **Successors.** The terms and conditions of this Lease shall extend to, be binding upon, and inure to the benefit of successors and assigns of the parties hereto.

17. **Waiver.** The waiver by either party of any default, breach, or condition precedent hereunder shall not be construed as a waiver on the part of that party of any other default, breach or condition precedent, or any other right hereunder.

18. **Titles.** The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the Lease.

19. **Entire Agreement.** This writing constitutes the entire agreement between the parties and supersedes all prior negotiations and verbal statements made by any representatives of the parties to this Lease.

20. **Time of the Essence.** Time is of the essence in the performance of this Lease.

21. **Notices.** Any notices provided for herein shall be deemed properly served when deposited in the United States mail, postage prepaid, certified, and return receipt requested, addressed as follows:

TO DISTRICT: Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
Attention: Chief Operations Officer, Facility Support Services

WITH A COPY TO: In House Counsel  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

TO LESSEE: Sacramento Employment and Training Agency  
925 Del Paso Boulevard  
Sacramento, CA 95815  
Attention: Executive Director

WITH A COPY TO: Law Offices of Gregory D. Thatch  
1730 I Street, Suite 220  
Sacramento, CA 95814

22. **Parking.** District shall provide non-exclusive parking spaces and an area for vehicular access to the Premises for the loading and unloading of food, equipment and supplies in the area depicted on Exhibit A. This access shall accommodate the trucks and vans utilized by Lessee for those purposes. District shall also provide a reasonably close and safe area for the delivery and pick-up of children enrolled in Lessee's Head Start Program.

23. **Signage.** Lessee shall have the right to install building signage with District's approval.

24. **Non-Sectarian Purpose.** Lessee is a government agency which is required to operate its Head Start Child Development Program in a non-sectarian manner which neither advances nor prohibits the practice of any religion or religious beliefs. District acknowledges the non-sectarian purposes of Lessee's operations and agrees that the shall be free of all sectarian influence or appearance, including religious artifacts, symbols, paraphernalia, books or other printed materials, posters or pictures during those times when the Premises are reserved for use by Lessee pursuant to this Lease.

IN WITNESS WHEREOF, the District and Lessee have executed this Lease as set forth below.

Dated: \_\_\_\_\_, 2019

SACRAMENTO UNIFIED SCHOOL DISTRICT  
A California public school district

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

SACRAMENTO EMPLOYMENT AND  
TRAINING AGENCY

By: \_\_\_\_\_

Kathy Kossick  
Executive Director

Approved as to Form:

\_\_\_\_\_  
Legal Counsel to SETA

EXHIBIT A

[Attach description and depiction of Premises]

# Exhibit A

## SETA Leased Space

### Bret Harte Lease Area

 Classroom - 3,620 SF

 Playground - 850 SF

 Parking/Loading/Unloading



EXHIBIT B

[Attach City Agreement No. 2001-050]

**Memorandum of Understanding**  
**City of Sacramento**  
**Schools Insurance Authority**  
**Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

CITY  
AGREEMENT NO. 2001-050

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

### **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

### **Hold Harmless Agreement**

#### **INDEMNIFICATION**

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

### INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

CITY  
AGREEMENT NO. 2001-050

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto (Only used when applicable to agreement)

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

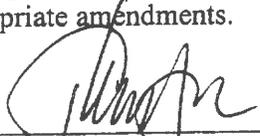
**Term**

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

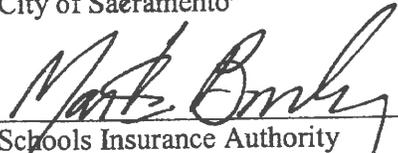
No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

**Amendments**

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

  
\_\_\_\_\_  
City of Sacramento

3/22/07  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Schools Insurance Authority

5/31/01  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City of Sacramento

**ATTEST:**

  
\_\_\_\_\_  
CITY CLERK

## EXHIBIT C

### Contact Representatives List

#### SETA Contacts

**Billing:**

Victor Han  
Office: 916-263-5437  
[Victor.han@seta.net](mailto:Victor.han@seta.net)

**Network issues:**

Richard Davis  
Office: 916-263-3908  
[richard.davis@seta.net](mailto:richard.davis@seta.net)

**Food Services:**

Kaleb Call  
Office: 916-263-1543  
[kaleb.call@seta.net](mailto:kaleb.call@seta.net)

**Enrollment:**

Lisa Carr  
Office: 916-263-8123  
[lisa.carr@seta.net](mailto:lisa.carr@seta.net)

**Site staffing issues:**

Karen Griffith  
Office: 916-263-3988  
[karen.griffith@seta.net](mailto:karen.griffith@seta.net)

**Emergencies, Facilities, Janitors,  
Alarms, and Keys Contact:**

Jose Diaz  
Office: 916-563-5100  
Cell: 916-416-7601  
[Jose.diaz@seta.net](mailto:Jose.diaz@seta.net)

#### Sacramento City Unified School District Contacts

**Emergencies, Facilities, Janitors,****Alarms and Key Contacts:**

Facilities Support Services

During Work Hours-

Elena Hankard

Office: 916-643-9233

[Elena-hankard@scusd.edu](mailto:Elena-hankard@scusd.edu)

**Billings:**

Amari Watkins

[Amari-watkins@scusd.edu](mailto:Amari-watkins@scusd.edu)

**Emergencies, Facilities, Janitors, Alarms****and Key Contacts:**

SCUSD Security Services

After Work Hours -

Cell: 916-752-3034

## HEAD START GROUND LEASE

[CAPITAL CITY SCHOOL  
7222 24<sup>TH</sup> STREET, SACRAMENTO]

This GROUND LEASE (hereinafter referred to as the “Lease”), made and executed in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the SACRAMENTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter called the “District,” and the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a Joint Powers Agency, hereinafter call “Lessee” (individually, a “Party”; collectively, the “Parties”).

### RECITALS

WHEREAS, Lessee is a government agency whose purposes include the promotion of educational and community services through the operation of a Head Start program as Grantee; and

WHEREAS, District is a delegate agency of Lessee and has previously operated a Head Start program in facilities located at the Hiram Johnson Infant/Toddler Center located at 7222 24<sup>th</sup> Street, Sacramento, California (“School”), which facilities include a modular building, adjacent playground area and related improvements (collectively, “Building”) on land owned by the District (“Land”) as described and depicted in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, District no longer desires to operate a Head Start program on the Land or in the Building, but Lessee desires to do so; and

WHEREAS, District desires to lease to Lessee, and Lessee desires to lease from District, the Land for the purpose of the continued operation of Lessee’s Head Start program.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the covenants herein contained, the District does hereby lease unto Lessee the Land.

IT IS UNDERSTOOD AND AGREED by and between District and Lessee as follows:

### AGREEMENT

**1. Term.**

The initial term of this Lease shall be for five (5) years (the “Initial Term”), commencing July 1, 2019, and expiring on June 30, 2024.

**2. Option to Renew Subject to District Approval.**

Subject to early termination as set forth in section 10, and provided Lessee is not in breach of the Lease, Lessee shall hold an option to renew this Lease for one additional five (5) year term (the "Option Term") upon all of the same terms and conditions as contained herein, with the exception of this option to renew. Lessee shall exercise this option by giving written notice to District no later than July 1 of the year preceding expiration of the Initial Term.

**3. Rent.**

Lessee agrees to pay District rent at the rate of Three Hundred Fifty Dollars (\$350.00) per month for the use of the Land. Rent for less than a full month shall be prorated on the basis of a thirty (30) day month. District shall provide Lessee with an annual invoice for rent no later than the 15<sup>th</sup> day after commencement of each year of the Lease. The rent for each one month period of the Lease shall be payable at the end of each calendar month during the term of this Lease or any renewals thereof at the address identified in Paragraph 22 of this Lease.

**4. Utilities.**

District shall provide the following utilities and related services for use by Lessee: water, sewage, garbage (waste removal), natural gas, and electricity ("Utility Services"). Lessor shall provide to Lessee periodic (but not less frequently than annually) accountings of Utility Services for the School and Lessee shall reimburse to District its pro rata share (4.50%) of such Utility Services upon payment of each next ensuing Rent payment under Section 3, above.

**5. Title to Existing Building, Fixtures and Equipment**

District acknowledges that the existing Building, equipment and fixtures installed on or brought to the Land have been purchased, in whole or in part, with Head Start funds allocated by the federal government and that the federal government has and retains a federal interest in the Building, equipment and fixtures. Notice of such federal interest, substantially in the form attached hereto as Exhibit B, shall be affixed to the Building by the Lessee. District agrees that, upon expiration of the term of this Lease including any extensions or renewals thereof, or upon earlier termination of this Lease, Lessee or the federal government shall be permitted to remove, at its sole cost and expense, the Building and all equipment and fixtures; provided that if the federal government releases its federal interest to the Building, equipment and fixtures, District shall be permitted to obtain title to the Building, equipment or fixtures as authorized by the federal government. Lessee shall repair any damage resulting from removal of the Building, equipment or fixtures.

**6. Use and Assignment.**

Lessee shall use the Land and the Building exclusively for the conduct of a Head Start Child Development Program and for no other purpose; provided, however, that it is expressly understood and agreed that Lessee is leasing the Land with the express intention of maintaining and operating thereon the Building. Lessee shall not sublease or assign any interest accruing to it under this Lease to any person or entity whatsoever without the prior written consent of District, which consent shall not be unreasonably withheld. In the event,

however, that the Joint Powers Agreement establishing Lessee is terminated, the successor agency of Lessee may, at its sole discretion, become the successor-in-interest of Lessee under this Lease without the District's prior approval.

**7. Parking and Vehicular Access.**

District shall provide non-exclusive parking spaces and an area for vehicular access to the Land and the Building for loading and unloading of food, equipment and supplies in the area depicted on Exhibit A. This access shall accommodate the trucks and vans utilized by Lessee for those purposes. District shall also provide a reasonably close and safe area for the delivery and pick-up of children enrolled in Lessee's Head Start Program.

**8. Indemnification.**

**(a) By Lessee.** Lessee shall indemnify, defend, protect and hold harmless District, and its officers, employees and agents, from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the occupancy, use or control of the Land by Lessee and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

**(b) By District.** District shall indemnify, defend, protect and hold harmless Lessee, and its officers, employees, agents and volunteers, from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the ownership, occupancy, use or control of the Land by District and its officers, employees, agents, volunteers, guests and invitees.

**9. Insurance.**

**(a) District's Liability Insurance.** District will provide liability insurance as set forth in the Memorandum of Understanding with the City of Sacramento and Schools Insurance Authority (City Agreement No. 2001-050; copy attached hereto as Exhibit C and made a part hereof).

**(b) Lessee's Liability Insurance.** Lessee shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is as least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations, and liability assumed under an insured contract. Coverage shall include a severability of interest provision and shall provide limits of not less than \$1,500,000 per occurrence and \$3,000,000 general aggregate. Lessee's general liability policies shall be endorsed to name District and any lender of District as additional insured. Lessee's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

**10. Termination.**

**(a) Early Termination by Lessee.** In the event that funding to Lessee for the operation of its Head Start Program is reduced, suspended, or terminated, so that Lessee

terminates the operation of the Head Start Program being conducted on the Land, Lessee may terminate this Lease on reasonable notice to District, which notice shall not be less than one (1) year prior to the date of termination.

**(b) Early Termination Upon Breach of Lease.** In the event of an alleged breach of this Lease (other than a failure to timely pay rent), the Party claiming the breach shall provide written notice to the other Party specifying the alleged breach and the applicable provisions of the Lease. The other Party shall have thirty (30) days after receipt of such written notice to cure the breach, provided that if the breach cannot reasonably be cured within thirty (30) days, such other Party shall not be in default of this Lease if such other Party commences to cure the breach within the thirty (30) day period and diligently and in good faith continues to cure the breach thereafter. Failure to cure a breach shall allow either Party to seek its available remedies under California law.

**11. Destruction / Condemnation.**

Should all or any portion of the Building be destroyed by any cause whatsoever, or in the event of condemnation of all or any portion of the Land, Lessee may, at its sole option, terminate this lease or continue to occupy the remaining portion of the Land.

**12. Alterations.**

Other than the Building, no structure or other improvement of any kind shall be erected, maintained or altered on the Land unless and until the plans, specifications and proposed locations of such structure or improvement have been approved, in writing, by the District.

**13. Laws.**

Lessee agrees that it will, at all times during its use and occupancy of the Land and Building, thoroughly comply with all ordinances, laws and regulations affecting Lessee's use and occupancy thereof. Notwithstanding the foregoing, District shall be responsible for performing any repairs, alterations and modifications to the Land required by any laws, regulations, governmental orders or decrees pertaining to hazardous or toxic substances, including, but not limited to, asbestos and lead-based paint.

**14. Repairs and Maintenance.** Each Party is responsible for maintaining and repairing damage to the Land and the Building as shown below:

<b>Lessee's Responsibilities:</b>	<b>District's Responsibilities:</b>
Interior walls	Exterior walls
Ceiling	Building foundation
Glazing	Building structural system
Floor coverings	Doors
Exposed plumbing fixtures	Roof
Interior lighting fixtures (tubes, ballasts and bulbs)	Exterior lighting system and light fixtures (tubes, ballasts, and bulbs)
Lessee's furnishings, fixtures and equipment	Parking lot
Partitions	HVAC system and components

Exterior playground equipment	Landscaping
Playground shade structure	Electrical wiring system and components
	Fire sprinklers/fire extinguishers/life safety systems
	Exterior grounds and common areas, including drainage, irrigation systems and pest control
	Unexposed plumbing and other unexposed utility systems and components serving the Land and the Building
	Hot water heater
	Fire and Intrusion Alarms
	Locks and Keys
	Telephones

Should either Party become aware of the need to maintain or repair any portion of the Land or the Building which is the responsibility of the other party, they may contact the other party during normal business hours, to discuss the needed repair or maintenance item, unless the matter is of an emergency nature, in which case the Party affected shall contact the Emergency Contact for the other party. Notwithstanding the foregoing, it shall remain each Party's primary responsibility to inspect the Land and the Building, in order to timely and properly maintain and repair those items which are such Party's responsibility as set forth above, whether or not they have come to the attention of and been reported by the other Party.

**15. Contact Representatives.**

Attached hereto as Exhibit D, is a list of personnel for both the District and the Lessee who may be contacted by the other party should any issue arise regarding this Lease, including, but not limited to, any required maintenance or repair of the Land or the Building.

**16. Access to Land and Building.**

District and the agents and employees of District shall have the right to enter upon the Land and the Building thereon at all reasonable times to inspect the same to see that no damage has been done, and to make such repairs or alterations as District deems necessary in connection with the District's responsibilities set forth in Section 14, above and to protect any and all rights of District.

**17. Successors.**

The terms and conditions of this Lease shall extend to, and be binding upon, and inure to the benefit of the successors and assigns of the Parties hereto.

**18. Waiver.**

The waiver by either party of any default, breach, or condition precedent hereunder shall not be construed as a waiver on the part of that party of any other default, breach or condition precedent, or any other right hereunder.

**19. Titles.**

The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the Lease.

**20. Entire Agreement.**

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations and verbal statements made by any representatives of the parties to this Lease.

**21. Time of Essence.**

Time is of the essence in the performance of this Lease.

**22. Notices.**

Any notices provided for herein shall be deemed properly served when deposited in the United States mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO DISTRICT: Sacramento City Unified School District  
Attention: Chief Operations Officer, Facility Support  
Services  
5735 47<sup>th</sup> Avenue  
Sacramento, Ca 95824

WITH A COPY TO: In House Counsel  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

TO LESSEE: Sacramento Employment and Training Agency  
Attention: Executive Director  
925 Del Paso Blvd.  
Sacramento, CA 95815

WITH A COPY TO: Law Offices of Gregory D. Thatch  
1730 "I" Street, Suite 220  
Sacramento, CA 95814

**23. Non-Sectarian Purpose.**

Lessee is a government agency which is required to operate its Head Start Child Development Program in a non-sectarian manner which neither advances nor prohibits the practice of any religion or religious beliefs. District acknowledges the non-sectarian purposes of Lessee's operations and agrees that the Land shall be free of all sectarian influence or appearance, including religious artifacts, symbols, paraphernalia, books or other printed materials, posters or pictures during those times when the Land is reserved for use by Lessee pursuant to this Lease.

IN WITNESS WHEREOF, the District and Lessee have executed this Lease as set forth below.

Dated: \_\_\_\_\_, 2019

SACRAMENTO UNIFIED SCHOOL DISTRICT  
A California public school district

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

SACRAMENTO EMPLOYMENT AND  
TRAINING AGENCY

By: \_\_\_\_\_

Kathy Kossick  
Executive Director

Approved as to Form:

\_\_\_\_\_  
Legal Counsel to SETA

EXHIBIT A

[Attach description and depiction of Premises]

# Exhibit A

## SETA Leased Space

### Capitol City Leased Area

-  Classroom - 4,230 SF
-  Playground - 3,355 SF
-  Parking/Loading/Unloading



EXHIBIT B

[Attach Notice of Federal Interest]

**NOTICE OF FEDERAL INTEREST**  
**Capital City Child Care Center Modular #3**  
**7222 24<sup>th</sup> Street**  
**Sacramento, CA 95822**

Grantee: Sacramento Employment and Training Agency      Grant Award Number: 09CH0012/23  
925 Del Paso Blvd.      Award Amount: \$251,221.33  
Sacramento, CA 95815      Award Date: July 31, 2005

Delegate Agency: Sacramento City Unified School District

Federal Awarding Agency: Department of Health and Human Services, Administration for Children and Families

This notice of federal interest includes any Head Start funds subsequently used for major renovations to the modular unit. The facility and real property will only be used for purposes consistent with the Head Start Act and applicable Head Start regulations. The modular unit will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the responsible HHS official's written permission. The federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer to another party, or any other action the grantee takes without the responsible HHS official's written permission. The modular unit cannot be moved to another location without the responsible HHS official's written permission. The agency's governing body has received a copy of the notice of federal interest on December 15, 2017.

Notice completed by:

D'et Saurbourn, Fiscal Manager  
Sacramento Employment and Training Agency  
*D'et Saurbourn*

EXHIBIT C

[Attach City Agreement No. 2001-050]

**Memorandum of Understanding**  
**City of Sacramento**  
**Schools Insurance Authority**  
**Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

CITY  
AGREEMENT NO. 2001-050

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

### **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

### **Hold Harmless Agreement**

#### **INDEMNIFICATION**

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

### INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

CITY  
AGREEMENT NO. 2001-050

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto (Only used when applicable to agreement)

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

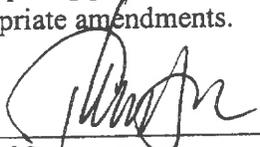
**Term**

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

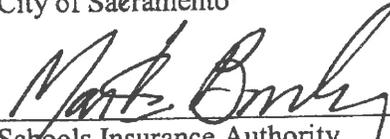
No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

**Amendments**

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

  
\_\_\_\_\_  
City of Sacramento

3/22/07  
Date

  
\_\_\_\_\_  
Schools Insurance Authority

5/31/01  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City of Sacramento

**ATTEST:**

  
\_\_\_\_\_  
CITY CLERK

## EXHIBIT D

### Contact Representatives List

#### **SETA Contacts**

**Billing:**

Victor Han  
Office: 916-263-5437  
[Victor.han@seta.net](mailto:Victor.han@seta.net)

**Network issues:**

Richard Davis  
Office: 916-263-3908  
[richard.davis@seta.net](mailto:richard.davis@seta.net)

**Food Services:**

Kaleb Call  
Office: 916-263-1543  
[kaleb.call@seta.net](mailto:kaleb.call@seta.net)

**Enrollment:**

Lisa Carr  
Office: 916-263-8123  
[lisa.carr@seta.net](mailto:lisa.carr@seta.net)

**Site staffing issues:**

Karen Griffith  
Office: 916-263-3988  
[karen.griffith@seta.net](mailto:karen.griffith@seta.net)

**Emergencies, Facilities, Janitors,  
Alarms, and Keys Contact:**

Jose Diaz  
Office: 916-563-5100  
Cell: 916-416-7601  
[Jose.diaz@seta.net](mailto:Jose.diaz@seta.net)

#### **Sacramento City Unified School District Contacts**

**Emergencies, Facilities, Janitors,  
Alarms and Key Contacts:**

Facilities Support Services  
During Work Hours-  
Elena Hankard  
Office: 916-643-9233  
[Elena-hankard@scusd.edu](mailto:Elena-hankard@scusd.edu)

**Billings:**

Amari Watkins  
[Amari-watkins@scusd.edu](mailto:Amari-watkins@scusd.edu)

**Emergencies, Facilities, Janitors, Alarms  
and Key Contacts:**

SCUSD Security Services  
After Work Hours -  
Cell: 916-752-3034

HEAD START LEASE

[COLLIS P. HUNTINGTON ELEMENTARY SCHOOL  
5921 26TH STREET, SACRAMENTO]

This Lease, made and executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2019, is by and between the SACRAMENTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter called "District," and the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA), a Joint Powers Agency, hereinafter called "Lessee."

WHEREAS, Lessee is a government agency whose purposes include the promotion of educational and community services through the operation of a Head Start program as Grantee; and

WHEREAS, District is a delegate agency of Lessee and has previously operated a Head Start program in facilities located at the Collis P. Huntington Elementary School, 5921 26<sup>th</sup> Street, Sacramento, California ("School"), consisting of a classroom building containing approximately 2,725 square feet of classroom space (the "Premises") and an adjacent playground area, modular building and related uses subject to a separate lease, all as described and depicted on the plan attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, District no longer desires to operate a Head Start program on the Premises, but Lessee desires to do so; and

WHEREAS, District desires to lease to Lessee, and Lessee desires to lease from District, the Premises for the purpose of the continued operation of Lessee's Head Start program.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the covenants herein contained, the District does hereby lease unto Lessee the Premises (the "Lease").

IT IS UNDERSTOOD AND AGREED by and between District and Lessee as follows:

1. **Terms and Conditions.** The Term of this Lease shall be for a minimum of five (5) years, commencing on July 1, 2019. The Premises shall be available to Lessee for its Head Start program between the hours of 6:30 A.M. and 6:30 P.M. on Monday through Friday.
2. **Option to Renew Subject to District Approval.** Subject to early termination as set forth in section 8, and provided Lessee is not in breach of the Lease, Lessee shall hold an option to renew this Lease for one (1) additional five (5) year term (the "Option Term") upon the same terms and conditions, except that the monthly Rent payable during the Option Term shall be increased once by a percentage equal to the annual cost of living adjustment granted to Lessee for operation of its Head Start child care program by the federal government most recently preceding expiration of the Initial Term. Lessee shall exercise this option by giving written notice to District no later than July 1 of the year preceding expiration of the Initial Term.

3. **Rent.** Lessee agrees to pay District rent of \$1.12 per square foot based on 2,725 square feet for a total of Three Thousand Fifty-two Dollars (\$3,052) per month (the “Rent”) for the use of the Premises, commencing on July 1, 2019. Rent for less than a full month shall be prorated on the basis of a thirty (30) day month. District shall provide Lessee with an annual invoice for rent no later than the 15<sup>th</sup> day after commencement of each year of the Lease. The rent for each one month period of the Lease shall be payable at the end of each calendar month during the Term of this Lease or any renewal thereof at the address for notices identified in Paragraph 21 of this Lease.

4. **Utilities.** District shall provide the following utilities and related services for use by Lessee: water, sewage, garbage (waste removal), natural gas, and electricity (“Utility Services”). Lessee’s pro rata share of such facilities is accounted for in the separate Ground Lease and Lessee shall not be required to pay any additional amount for Utility Services to the Premises.

5. **Use and Assignment.** Lessee shall use the Premises and the adjacent playground area referenced in the separate Ground Lease and as depicted on Exhibit A, exclusively for the conduct of a Head Start Child Development Program and for no other purpose. Lessee shall not sublease or assign any interest accruing to it under this Lease to any person or entity whatsoever without the prior written consent of District, which consent shall not be unreasonably withheld. In the event, however, that the Joint Powers Agreement establishing SETA is terminated, the successor agency of SETA may, at its sole option, become the successor-in-interest of Lessee under this Lease without the District’s prior approval.

6. **Indemnification.**

A. By Lessee. Lessee shall indemnify, defend, protect and hold harmless District, and its officers, employees and agents, from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the occupancy, use or control of the Premises by Lessee and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

B. By District. District shall indemnify, defend, protect and hold harmless Lessee and its officers, employees, agents and volunteers, from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) arising out of or in connection with the ownership, occupancy, use, maintenance or control of the Premises by District and its officers, employees, agents, volunteers, guests and invitees.

7. **Insurance.**

A. District’s Liability Insurance. District will provide property and liability insurance as set forth in the Memorandum of Understanding with the City of Sacramento and Schools Insurance Authority (City Agreement No. 2001-050; copy attached hereto as Exhibit B and made a part hereof).

B. **Lessee's Liability Insurance.** Lessee shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interest's provision and shall provide limits of not less than \$2,000,000 per occurrence and \$3,000,000 general aggregate. Lessee's general liability policies shall be endorsed to name District and any lender of District as additional insured. Lessee's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

## 8. **Termination.**

A. **Early Termination by Lessee.** In the event that funding to Lessee for the operation of its Head Start program is reduced, suspended, or terminated, so that Lessee terminates, in whole or in part, the operation of the Head Start Child Development Program, Lessee may terminate this Lease by giving written notice to District not later than one hundred eighty (180) days prior to the termination date.

B. **Early Termination Upon Breach of Lease.** In the event of an alleged breach of this Lease (other than a failure to timely pay rent), the Party claiming the breach shall provide written notice to the other Party specifying the alleged breach and the applicable provisions of the Lease. The other Party shall have thirty (30) days after receipt of such written notice to cure the breach, provided that if the breach cannot reasonably be cured within thirty (30) days, such other Party shall not be in default of this Lease if such other Party commences to cure the breach within the thirty (30) day period and diligently and in good faith continues to cure the breach thereafter. Failure to cure a breach shall allow either Party to seek its available remedies under California law.

9. **Destruction/Condemnation.** Should all or any portion of the Premises be destroyed by any cause whatsoever, or in the event of condemnation of all or any portion of the Premises, Lessee may, at its sole option, terminate this Lease or continue to occupy the remaining portion of the Premises. In the event Lessee elects to remain in possession, the rent as herein provided shall be reduced by the same ratio as the space Lessee is precluded from occupying or using bears to the total floor space of the Premises.

10. **Alteration.** Lessee agrees that no alterations, additions or improvements shall be made in or about the Premises without the written consent of District, which shall not be unreasonably withheld or delayed.

11. **Fixtures.** All fixtures and equipment made or installed by Lessee in the Premises shall remain the property of Lessee and may be removed by Lessee at any time at the option of Lessee. Lessee shall repair any damage to the Premises resulting from removal of any fixtures.

12. **Laws.** Lessee agrees that it will, at all times during its use and occupancy of the Premises, comply with all ordinances, laws and regulations affecting the conduct of Lessee's Head Start

Child Development Program. District agrees that it shall be responsible for performing any repairs, alterations and modifications to the Premises and building which contains them required by laws, statutes, regulations and governmental orders or decrees enacted after the execution of this Lease.

13. **Maintenance of Facility.** Each Party is responsible for maintaining and repairing damage to the Premises as shown below:

<b>Lessee's Responsibilities:</b>	<b>District's Responsibilities:</b>
Interior lighting tubes and bulbs	Interior walls
Lessee's furnishings, fixtures and equipment	Ceiling
Partitions	Glazing
	Floor coverings
	Exposed plumbing fixtures
	Interior Lighting Ballasts
	Exterior playground equipment*
	Playground shade structure*
	Exterior walls
	Building foundation
	Building structural system
	Doors
	Roof
	Exterior lighting system and light fixtures (tubes, ballasts, and bulbs)
	Parking lot
	HVAC system and components
	Landscaping
	Electrical wiring system and components
	Fire sprinklers/fire extinguishers/life safety systems
	Exterior grounds and common areas, including drainage and irrigation systems and pest control
	Unexposed plumbing and other unexposed utility systems and components serving the Premises and the building
	Hot water heater
*If at any time during the Lease Term, or any renewal thereof, the Playground equipment and/or shade structure require replacement, the cost of such replacement shall be the responsibility of Lessee, not District	

Should either Party become aware of the need to maintain or repair any portion of the Land or the Building which is the responsibility of the other party, they may contact the other party during

normal business hours, to discuss the needed repair or maintenance item, unless the matter is of an emergency nature, in which case the Party affected shall contact the Emergency Contact for the other party. Notwithstanding the foregoing, it shall remain each Party's primary responsibility to inspect the Land and the Building, in order to timely and properly maintain and repair those items which are such Party's responsibility as set forth above, whether or not they have come to the attention of and been reported by the other Party.

14. **Contact Representatives.** Attached hereto as Exhibit C, is a list of personnel for both the District and the Lessee who may be contacted by the other party should any issue arise regarding this Lease, including, but not limited to, any required maintenance or repair of the Land or the Building.

15. **Access to Premises.** District and the agents and employees of District shall have the right to enter upon the Premises at all reasonable times to inspect the same to see that no damage has been done, and to make such repairs or alterations as District deems necessary in connection with the Premises, and to protect any and all rights of District.

16. **Successors.** The terms and conditions of this Lease shall extend to, be binding upon, and inure to the benefit of successors and assigns of the parties hereto.

17. **Waiver.** The waiver by either party of any default, breach, or condition precedent hereunder shall not be construed as a waiver on the part of that party of any other default, breach or condition precedent, or any other right hereunder.

18. **Titles.** The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the Lease.

19. **Entire Agreement.** This writing constitutes the entire agreement between the parties and supersedes all prior negotiations and verbal statements made by any representatives of the parties to this Lease.

20. **Time of the Essence.** Time is of the essence in the performance of this Lease.

21. **Notices.** Any notices provided for herein shall be deemed properly served when deposited in the United States mail, postage prepaid, certified, and return receipt requested, addressed as follows:

TO DISTRICT: Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
Attention: Chief Operations Officer, Facility Support Services

WITH A COPY TO: In House Counsel  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

TO LESSEE: Sacramento Employment and Training Agency  
925 Del Paso Boulevard  
Sacramento, CA 95815  
Attention: Executive Director

WITH A COPY TO: Law Offices of Gregory D. Thatch  
1730 I Street, Suite 220  
Sacramento, CA 95814

22. **Parking.** District shall provide non-exclusive parking spaces and an area for vehicular access to the Premises for the loading and unloading of food, equipment and supplies in the area depicted on Exhibit A. This access shall accommodate the trucks and vans utilized by Lessee for those purposes. District shall also provide a reasonably close and safe area for the delivery and pick-up of children enrolled in Lessee's Head Start Program.

23. **Signage.** Lessee shall have the right to install building signage with District's approval.

24. **Non-Sectarian Purpose.** Lessee is a government agency which is required to operate its Head Start Child Development Program in a non-sectarian manner which neither advances nor prohibits the practice of any religion or religious beliefs. District acknowledges the non-sectarian purposes of Lessee's operations and agrees that the shall be free of all sectarian influence or appearance, including religious artifacts, symbols, paraphernalia, books or other printed materials, posters or pictures during those times when the Premises are reserved for use by Lessee pursuant to this Lease.

IN WITNESS WHEREOF, the District and Lessee have executed this Lease as set forth below.

Dated: \_\_\_\_\_, 2019

SACRAMENTO UNIFIED SCHOOL DISTRICT  
A California public school district

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

SACRAMENTO EMPLOYMENT AND  
TRAINING AGENCY

By: \_\_\_\_\_  
Kathy Kossick  
Executive Director

Approved as to Form:

\_\_\_\_\_  
Legal Counsel to SETA

EXHIBIT A

[Attach description and depiction of Premises]

# Exhibit A

## SETA Leased Space

### C.P. Huntington Leased Area

-  Playground (Ground Lease) - 2,072 SF
-  Classroom (Ground Lease) - 867 SF
-  Classroom (Building Lease) - 2,725 SF
-  Parking/Loading/Unloading

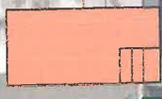


EXHIBIT B

[Attach City Agreement No. 2001-050]

**Memorandum of Understanding**  
**City of Sacramento**  
**Schools Insurance Authority**  
**Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

CITY  
AGREEMENT NO. 2001-050

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

### **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

### **Hold Harmless Agreement**

#### **INDEMNIFICATION**

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

### INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

CITY  
AGREEMENT NO. 2001-050

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto (Only used when applicable to agreement)

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

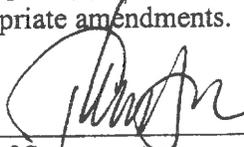
**Term**

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

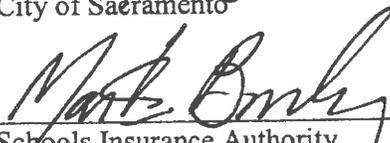
No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

**Amendments**

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

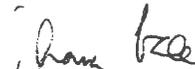
  
\_\_\_\_\_  
City of Sacramento

3/22/07  
Date

  
\_\_\_\_\_  
Schools Insurance Authority

5/31/01  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City of Sacramento

**ATTEST:**

  
\_\_\_\_\_  
CITY CLERK

EXHIBIT C

Contact Representatives List

**SETA Contacts**

**Billing:**

Victor Han  
Office: 916-263-5437  
[Victor.han@seta.net](mailto:Victor.han@seta.net)

**Enrollment:**

Lisa Carr  
Office: 916-263-8123  
[lisa.carr@seta.net](mailto:lisa.carr@seta.net)

**Network issues:**

Richard Davis  
Office: 916-263-3908  
[richard.davis@seta.net](mailto:richard.davis@seta.net)

**Site staffing issues:**

Karen Griffith  
Office: 916-263-3988  
[karen.griffith@seta.net](mailto:karen.griffith@seta.net)

**Food Services:**

Kaleb Call  
Office: 916-263-1543  
[kaleb.call@seta.net](mailto:kaleb.call@seta.net)

**Emergencies, Facilities, Janitors,  
Alarms, and Keys Contact:**

Jose Diaz  
Office: 916-563-5100  
Cell: 916-416-7601  
[Jose.diaz@seta.net](mailto:Jose.diaz@seta.net)

**Sacramento City Unified School District Contacts**

**Emergencies, Facilities, Janitors,**

**Alarms and Key Contacts:**

Facilities Support Services

During Work Hours-

Elena Hankard

Office: 916-643-9233

[Elena-hankard@scusd.edu](mailto:Elena-hankard@scusd.edu)

**Billings:**

Amari Watkins

[Amari-watkins@scusd.edu](mailto:Amari-watkins@scusd.edu)

**Emergencies, Facilities, Janitors, Alarms**

**and Key Contacts:**

SCUSD Security Services

After Work Hours -

Cell: 916-752-3034

HEAD START GROUND LEASE

COLLIS P. HUNTINGTON ELEMENTARY SCHOOL  
5921 26TH STREET, SACRAMENTO]

This GROUND LEASE (hereinafter referred to as the “Lease”), made and executed in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the SACRAMENTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter called the “District,” and the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a Joint Powers Agency, hereinafter call “Lessee” (individually, a “Party”; collectively, the “Parties”).

RECITALS

WHEREAS, Lessee is a government agency whose purposes include the promotion of educational and community services through the operation of a Head Start program as Grantee; and

WHEREAS, District is a delegate agency of Lessee and has previously operated a Head Start program in facilities located at the Collis P. Huntington Elementary School located at 5921 26<sup>th</sup> Street, Sacramento, California (“School”), which facilities include a modular building, adjacent playground area and related improvements (collectively, “Building”) on land owned by the District (“Land”), which Land includes a 2,725 square feet classroom building subject to a separate lease, all as described and depicted in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, District no longer desires to operate a Head Start program on the Land or in the Building, but Lessee desires to do so; and

WHEREAS, District desires to lease to Lessee, and Lessee desires to lease from District, the Land for the purpose of the continued operation of Lessee’s Head Start program.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the covenants herein contained, the District does hereby lease unto Lessee the Land.

IT IS UNDERSTOOD AND AGREED by and between District and Lessee as follows:

AGREEMENT

**1. Term.**

The initial term of this Lease shall be for five (5) years (the “Initial Term”), commencing July 1, 2019, and expiring on June 30, 2024.

**2. Option to Renew Subject to District Approval.**

Subject to early termination as set forth in section 10, and provided Lessee is not in breach of the Lease, Lessee shall hold an option to renew this Lease for one additional five (5) year term (the "Option Term") upon all of the same terms and conditions as contained herein, with the exception of this option to renew. Lessee shall exercise this option by giving written notice to District no later than July 1 of the year preceding expiration of the Initial Term.

**3. Rent.**

Lessee agrees to pay District rent at the rate of Three Hundred Fifty Dollars (\$350.00) per month for the use of the Land. Rent for less than a full month shall be prorated on the basis of a thirty (30) day month. District shall provide Lessee with an annual invoice for rent no later than the 15<sup>th</sup> day after commencement of each year of the Lease. The rent for each one month period of the Lease shall be payable at the end of each calendar month during the term of this Lease or any renewals thereof at the address identified in Paragraph 22 of this Lease.

**4. Utilities.**

District shall provide the following utilities and related services for use by Lessee: water, sewage, garbage (waste removal), natural gas, and electricity ("Utility Services"). Lessor shall provide to Lessee periodic (but not less frequently than annually) accountings of Utility Services for the School and Lessee shall reimburse to District its pro rata share (.63%) of such Utility Services upon payment of each next ensuing Rent payment under Section 3, above.

**5. Title to Existing Building, Fixtures and Equipment**

District acknowledges that the existing Building, equipment and fixtures installed on or brought to the Land have been purchased, in whole or in part, with Head Start funds allocated by the federal government and that the federal government has and retains a federal interest in the Building, equipment and fixtures. Notice of such federal interest, substantially in the form attached hereto as Exhibit B, shall be affixed to the Building by the Lessee. District agrees that, upon expiration of the term of this Lease including any extensions or renewals thereof, or upon earlier termination of this Lease, Lessee or the federal government shall be permitted to remove, at its sole cost and expense, the Building and all equipment and fixtures; provided that if the federal government releases its federal interest to the Building, equipment and fixtures, District shall be permitted to obtain title to the Building, equipment or fixtures as authorized by the federal government. Lessee shall repair any damage resulting from removal of the Building, equipment or fixtures.

**6. Use and Assignment.**

Lessee shall use the Land and the Building exclusively for the conduct of a Head Start Child Development Program and for no other purpose; provided, however, that it is expressly understood and agreed that Lessee is leasing the Land with the express intention of maintaining and operating thereon the Building. Lessee shall not sublease or assign any interest accruing to it under this Lease to any person or entity whatsoever without the prior written consent of District, which consent shall not be unreasonably withheld. In the event, however, that the Joint Powers Agreement establishing Lessee is terminated, the successor

agency of Lessee may, at its sole discretion, become the successor-in-interest of Lessee under this Lease without the District's prior approval.

**7. Parking and Vehicular Access.**

District shall provide non-exclusive parking spaces and an area for vehicular access to the Land and the Building for loading and unloading of food, equipment and supplies in the area depicted on Exhibit A. This access shall accommodate the trucks and vans utilized by Lessee for those purposes. District shall also provide a reasonably close and safe area for the delivery and pick-up of children enrolled in Lessee's Head Start Program.

**8. Indemnification.**

**(a) By Lessee.** Lessee shall indemnify, defend, protect and hold harmless District, and its officers, employees and agents, from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the occupancy, use or control of the Land by Lessee and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

**(b) By District.** District shall indemnify, defend, protect and hold harmless Lessee, and its officers, employees, agents and volunteers, from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the ownership, occupancy, use or control of the Land by District and its officers, employees, agents, volunteers, guests and invitees.

**9. Insurance.**

**(a) District's Liability Insurance.** District will provide liability insurance as set forth in the Memorandum of Understanding with the City of Sacramento and Schools Insurance Authority (City Agreement No. 2001-050; copy attached hereto as Exhibit C and made a part hereof).

**(b) Lessee's Liability Insurance.** Lessee shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is as least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations, and liability assumed under an insured contract. Coverage shall include a severability of interest provision and shall provide limits of not less than \$1,500,000 per occurrence and \$3,000,000 general aggregate. Lessee's general liability policies shall be endorsed to name District and any lender of District as additional insured. Lessee's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

**10. Termination.**

**(a) Early Termination by Lessee.** In the event that funding to Lessee for the operation of its Head Start Program is reduced, suspended, or terminated, so that Lessee terminates the operation of the Head Start Program being conducted on the Land, Lessee

may terminate this Lease on reasonable notice to District, which notice shall not be less than one (1) year prior to the date of termination.

**(b) Early Termination Upon Breach of Lease.** In the event of an alleged breach of this Lease (other than a failure to timely pay rent), the Party claiming the breach shall provide written notice to the other Party specifying the alleged breach and the applicable provisions of the Lease. The other Party shall have thirty (30) days after receipt of such written notice to cure the breach, provided that if the breach cannot reasonably be cured within thirty (30) days, such other Party shall not be in default of this Lease if such other Party commences to cure the breach within the thirty (30) day period and diligently and in good faith continues to cure the breach thereafter. Failure to cure a breach shall allow either Party to seek its available remedies under California law.

**11. Destruction / Condemnation.**

Should all or any portion of the Building be destroyed by any cause whatsoever, or in the event of condemnation of all or any portion of the Land, Lessee may, at its sole option, terminate this lease or continue to occupy the remaining portion of the Land.

**12. Alterations.**

Other than the Building, no structure or other improvement of any kind shall be erected, maintained or altered on the Land unless and until the plans, specifications and proposed locations of such structure or improvement have been approved, in writing, by the District.

**13. Laws.**

Lessee agrees that it will, at all times during its use and occupancy of the Land and Building, thoroughly comply with all ordinances, laws and regulations affecting Lessee's use and occupancy thereof. Notwithstanding the foregoing, District shall be responsible for performing any repairs, alterations and modifications to the Land required by any laws, regulations, governmental orders or decrees pertaining to hazardous or toxic substances, including, but not limited to, asbestos and lead-based paint.

**14. Repairs and Maintenance.** Each Party is responsible for maintaining and repairing damage to the Land and the Building as shown below:

<b>Lessee's Responsibilities:</b>	<b>District's Responsibilities:</b>
Interior walls	Exterior walls
Ceiling	Building foundation
Glazing	Building structural system
Floor coverings	Doors
Exposed plumbing fixtures	Roof
Interior lighting fixtures (tubes, ballasts and bulbs)	Exterior lighting system and light fixtures (tubes, ballasts, and bulbs)
Lessee's furnishings, fixtures and equipment	Parking lot
Partitions	HVAC system and components
Exterior playground equipment	Landscaping

Playground shade structure	Electrical wiring system and components
	Fire sprinklers/fire extinguishers/life safety systems
	Exterior grounds and common areas, including drainage, irrigation systems and pest control
	Unexposed plumbing and other unexposed utility systems and components serving the Land and the Building
	Hot water heater
	Fire and Intrusion Alarms
	Locks and Keys
	Telephones

Should either Party become aware of the need to maintain or repair any portion of the Land or the Building which is the responsibility of the other party, they may contact the other party during normal business hours, to discuss the needed repair or maintenance item, unless the matter is of an emergency nature, in which case the Party affected shall contact the Emergency Contact for the other party. Notwithstanding the foregoing, it shall remain each Party's primary responsibility to inspect the Land and the Building, in order to timely and properly maintain and repair those items which are such Party's responsibility as set forth above, whether or not they have come to the attention of and been reported by the other Party.

**15. Contact Representatives.**

Attached hereto as Exhibit D, is a list of personnel for both the District and the Lessee who may be contacted by the other party should any issue arise regarding this Lease, including, but not limited to, any required maintenance or repair of the Land or the Building.

**16. Access to Land and Building.**

District and the agents and employees of District shall have the right to enter upon the Land and the Building thereon at all reasonable times to inspect the same to see that no damage has been done, and to make such repairs or alterations as District deems necessary in connection with the District's responsibilities set forth in Section 14, above and to protect any and all rights of District.

**17. Successors.**

The terms and conditions of this Lease shall extend to, and be binding upon, and inure to the benefit of the successors and assigns of the Parties hereto.

**18. Waiver.**

The waiver by either party of any default, breach, or condition precedent hereunder shall not be construed as a waiver on the part of that party of any other default, breach or condition precedent, or any other right hereunder.

**19. Titles.**

The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the Lease.

**20. Entire Agreement.**

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations and verbal statements made by any representatives of the parties to this Lease.

**21. Time of Essence.**

Time is of the essence in the performance of this Lease.

**22. Notices.**

Any notices provided for herein shall be deemed properly served when deposited in the United States mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO DISTRICT: Sacramento City Unified School District  
Attention: Chief Operations Officer, Facility Support  
Services  
5735 47<sup>th</sup> Avenue  
Sacramento, Ca 95824

WITH A COPY TO: In House Counsel  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

TO LESSEE: Sacramento Employment and Training Agency  
Attention: Executive Director  
925 Del Paso Blvd.  
Sacramento, CA 95815

WITH A COPY TO: Law Offices of Gregory D. Thatch  
1730 "I" Street, Suite 220  
Sacramento, CA 95814

**23. Non-Sectarian Purpose.**

Lessee is a government agency which is required to operate its Head Start Child Development Program in a non-sectarian manner which neither advances nor prohibits the practice of any religion or religious beliefs. District acknowledges the non-sectarian

purposes of Lessee's operations and agrees that the Land shall be free of all sectarian influence or appearance, including religious artifacts, symbols, paraphernalia, books or other printed materials, posters or pictures during those times when the Land is reserved for use by Lessee pursuant to this Lease.

IN WITNESS WHEREOF, the District and Lessee have executed this Lease as set forth below.

Dated: \_\_\_\_\_, 2019

SACRAMENTO UNIFIED SCHOOL DISTRICT  
A California public school district

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

SACRAMENTO EMPLOYMENT AND  
TRAINING AGENCY

By: \_\_\_\_\_  
Kathy Kossick  
Executive Director

Approved as to Form:

\_\_\_\_\_  
Legal Counsel to SETA

EXHIBIT A

[Attach description and depiction of Premises]

# Exhibit A

## SETA Leased Space

### C.P. Huntington Leased Area

-  Playground (Ground Lease) - 2,072 SF
-  Classroom (Ground Lease) - 867 SF
-  Classroom (Building Lease) - 2,725 SF
-  Parking/Loading/Unloading



EXHIBIT B

[Attach Notice of Federal Interest]

**NOTICE OF FEDERAL INTEREST**  
**C.P. Huntington Preschool Modular**  
**5921 26<sup>th</sup> Street**  
**Sacramento, CA 95822**

Grantee: Sacramento Employment and Training Agency      Grant Award Number: 09CH0012/18  
925 Del Paso Blvd.      Award Amount: \$93,754  
Sacramento, CA 95815      Award Date: April 18, 2003

Delegate Agency: Sacramento City Unified School District

Federal Awarding Agency: Department of Health and Human Services, Administration for Children and Families

This notice of federal interest includes any Head Start funds subsequently used for major renovations to the modular unit. The facility and real property will only be used for purposes consistent with the Head Start Act and applicable Head Start regulations. The modular unit will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the responsible HHS official's written permission. The federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer to another party, or any other action the grantee takes without the responsible HHS official's written permission. The modular unit cannot be moved to another location without the responsible HHS official's written permission. The agency's governing body has received a copy of the notice of federal interest on December 15, 2017.

Notice completed by:

D'et Saurbourne, Fiscal Manager  
Sacramento Employment and Training Agency  
*D'et Saurbourne*

EXHIBIT C

[Attach City Agreement No. 2001-050]

**Memorandum of Understanding**  
**City of Sacramento**  
**Schools Insurance Authority**  
**Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

CITY  
AGREEMENT NO. 2001-050

CITY  
AGREEMENT NO. 2001-050 1

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

### **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

### **Hold Harmless Agreement**

#### **INDEMNIFICATION**

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

### INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

CITY  
AGREEMENT NO. 2001-050

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto (Only used when applicable to agreement)

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

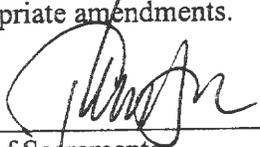
**Term**

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

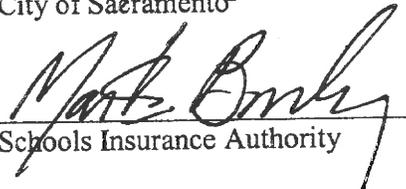
No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

**Amendments**

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

  
\_\_\_\_\_  
City of Sacramento

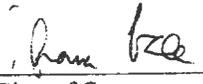
3/22/07  
Date

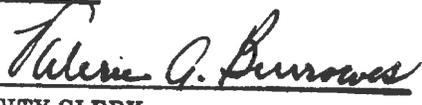
  
\_\_\_\_\_  
Schools Insurance Authority

5/31/01  
Date

APPROVED AS TO FORM:

**ATTEST:**

  
\_\_\_\_\_  
City of Sacramento

  
\_\_\_\_\_  
CITY CLERK

## EXHIBIT D

### Contact Representatives List

#### SETA Contacts

**Billing:**

Victor Han  
Office: 916-263-5437  
[Victor.han@seta.net](mailto:Victor.han@seta.net)

**Network issues:**

Richard Davis  
Office: 916-263-3908  
[richard.davis@seta.net](mailto:richard.davis@seta.net)

**Food Services:**

Kaleb Call  
Office: 916-263-1543  
[kaleb.call@seta.net](mailto:kaleb.call@seta.net)

**Enrollment:**

Lisa Carr  
Office: 916-263-8123  
[lisa.carr@seta.net](mailto:lisa.carr@seta.net)

**Site staffing issues:**

Karen Griffith  
Office: 916-263-3988  
[karen.griffith@seta.net](mailto:karen.griffith@seta.net)

**Emergencies, Facilities, Janitors,  
Alarms, and Keys Contact:**

Jose Diaz  
Office: 916-563-5100  
Cell: 916-416-7601  
[Jose.diaz@seta.net](mailto:Jose.diaz@seta.net)

#### Sacramento City Unified School District Contacts

**Emergencies, Facilities, Janitors,  
Alarms and Key Contacts:**

Facilities Support Services  
During Work Hours -  
Elena Hankard  
Office: 916-643-9233  
[Elena-hankard@scusd.edu](mailto:Elena-hankard@scusd.edu)

**Billings:**

Amari Watkins  
[Amari-watkins@scusd.edu](mailto:Amari-watkins@scusd.edu)

**Emergencies, Facilities, Janitors, Alarms  
and Key Contacts:**

SCUSD Security Services  
After Work Hours -  
Cell: 916-752-3034

## HEAD START GROUND LEASE

[FREEPORT ELEMENTARY SCHOOL  
2118 MEADOWVIEW ROAD, SACRAMENTO]

This GROUND LEASE (hereinafter referred to as the “Lease”), made and executed in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the SACRAMENTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter called the “District,” and the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a Joint Powers Agency, hereinafter call “Lessee” (individually, a “Party”; collectively, the “Parties”).

### RECITALS

WHEREAS, Lessee is a government agency whose purposes include the promotion of educational and community services through the operation of a Head Start program as Grantee; and

WHEREAS, District is a delegate agency of Lessee and has previously operated a Head Start program in facilities located at the Hiram Johnson Infant/Toddler Center located at 2118 Meadowview Road, Sacramento, California (“School”), which facilities include a modular building, adjacent playground area and related improvements (collectively, “Building”) on land owned by the District (“Land”) as described and depicted in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, District no longer desires to operate a Head Start program on the Land or in the Building, but Lessee desires to do so; and

WHEREAS, District desires to lease to Lessee, and Lessee desires to lease from District, the Land for the purpose of the continued operation of Lessee’s Head Start program.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the covenants herein contained, the District does hereby lease unto Lessee the Land.

IT IS UNDERSTOOD AND AGREED by and between District and Lessee as follows:

### AGREEMENT

**1. Term.**

The initial term of this Lease shall be for five (5) years (the “Initial Term”), commencing July 1, 2019, and expiring on June 30, 2024.

**2. Option to Renew Subject to District Approval.**

Subject to early termination as set forth in section 10, and provided Lessee is not in breach of the Lease, Lessee shall hold an option to renew this Lease for one additional five (5) year term (the "Option Term") upon all of the same terms and conditions as contained herein, with the exception of this option to renew. Lessee shall exercise this option by giving written notice to District no later than July 1 of the year preceding expiration of the Initial Term.

**3. Rent.**

Lessee agrees to pay District rent at the rate of Three Hundred Fifty Dollars (\$350.00) per month for the use of the Land. Rent for less than a full month shall be prorated on the basis of a thirty (30) day month. District shall provide Lessee with an annual invoice for rent no later than the 15<sup>th</sup> day after commencement of each year of the Lease. The rent for each one month period of the Lease shall be payable at the end of each calendar month during the term of this Lease or any renewals thereof at the address identified in Paragraph 22 of this Lease.

**4. Utilities.**

District shall provide the following utilities and related services for use by Lessee: water, sewage, garbage (waste removal), natural gas, and electricity ("Utility Services"). Lessor shall provide to Lessee periodic (but not less frequently than annually) accountings of Utility Services for the School and Lessee shall reimburse to District its pro rata share (1.67%) of such Utility Services upon payment of each next ensuing Rent payment under Section 3, above.

**5. Title to Existing Building, Fixtures and Equipment**

District acknowledges that the existing Building, equipment and fixtures installed on or brought to the Land have been purchased, in whole or in part, with Head Start funds allocated by the federal government and that the federal government has and retains a federal interest in the Building, equipment and fixtures. Notice of such federal interest, substantially in the form attached hereto as Exhibit B, shall be affixed to the Building by the Lessee. District agrees that, upon expiration of the term of this Lease including any extensions or renewals thereof, or upon earlier termination of this Lease, Lessee or the federal government shall be permitted to remove, at its sole cost and expense, the Building and all equipment and fixtures; provided that if the federal government releases its federal interest to the Building, equipment and fixtures, District shall be permitted to obtain title to the Building, equipment or fixtures as authorized by the federal government. Lessee shall repair any damage resulting from removal of the Building, equipment or fixtures.

**6. Use and Assignment.**

Lessee shall use the Land and the Building exclusively for the conduct of a Head Start Child Development Program and for no other purpose; provided, however, that it is expressly understood and agreed that Lessee is leasing the Land with the express intention of maintaining and operating thereon the Building. Lessee shall not sublease or assign any interest accruing to it under this Lease to any person or entity whatsoever without the prior written consent of District, which consent shall not be unreasonably withheld. In the event,

however, that the Joint Powers Agreement establishing Lessee is terminated, the successor agency of Lessee may, at its sole discretion, become the successor-in-interest of Lessee under this Lease without the District's prior approval.

**7. Parking and Vehicular Access.**

District shall provide non-exclusive parking spaces and an area for vehicular access to the Land and the Building for loading and unloading of food, equipment and supplies in the area depicted on Exhibit A. This access shall accommodate the trucks and vans utilized by Lessee for those purposes. District shall also provide a reasonably close and safe area for the delivery and pick-up of children enrolled in Lessee's Head Start Program.

**8. Indemnification.**

**(a) By Lessee.** Lessee shall indemnify, defend, protect and hold harmless District, and its officers, employees and agents, from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the occupancy, use or control of the Land by Lessee and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

**(b) By District.** District shall indemnify, defend, protect and hold harmless Lessee, and its officers, employees, agents and volunteers, from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the ownership, occupancy, use or control of the Land by District and its officers, employees, agents, volunteers, guests and invitees.

**9. Insurance.**

**(a) District's Liability Insurance.** District will provide liability insurance as set forth in the Memorandum of Understanding with the City of Sacramento and Schools Insurance Authority (City Agreement No. 2001-050; copy attached hereto as Exhibit C and made a part hereof).

**(b) Lessee's Liability Insurance.** Lessee shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is as least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations, and liability assumed under an insured contract. Coverage shall include a severability of interest provision and shall provide limits of not less than \$1,500,000 per occurrence and \$3,000,000 general aggregate. Lessee's general liability policies shall be endorsed to name District and any lender of District as additional insured. Lessee's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

**10. Termination.**

**(a) Early Termination by Lessee.** In the event that funding to Lessee for the operation of its Head Start Program is reduced, suspended, or terminated, so that Lessee

terminates the operation of the Head Start Program being conducted on the Land, Lessee may terminate this Lease on reasonable notice to District, which notice shall not be less than one (1) year prior to the date of termination.

**(b) Early Termination Upon Breach of Lease.** In the event of an alleged breach of this Lease (other than a failure to timely pay rent), the Party claiming the breach shall provide written notice to the other Party specifying the alleged breach and the applicable provisions of the Lease. The other Party shall have thirty (30) days after receipt of such written notice to cure the breach, provided that if the breach cannot reasonably be cured within thirty (30) days, such other Party shall not be in default of this Lease if such other Party commences to cure the breach within the thirty (30) day period and diligently and in good faith continues to cure the breach thereafter. Failure to cure a breach shall allow either Party to seek its available remedies under California law.

**11. Destruction / Condemnation.**

Should all or any portion of the Building be destroyed by any cause whatsoever, or in the event of condemnation of all or any portion of the Land, Lessee may, at its sole option, terminate this lease or continue to occupy the remaining portion of the Land.

**12. Alterations.**

Other than the Building, no structure or other improvement of any kind shall be erected, maintained or altered on the Land unless and until the plans, specifications and proposed locations of such structure or improvement have been approved, in writing, by the District.

**13. Laws.**

Lessee agrees that it will, at all times during its use and occupancy of the Land and Building, thoroughly comply with all ordinances, laws and regulations affecting Lessee's use and occupancy thereof. Notwithstanding the foregoing, District shall be responsible for performing any repairs, alterations and modifications to the Land required by any laws, regulations, governmental orders or decrees pertaining to hazardous or toxic substances, including, but not limited to, asbestos and lead-based paint.

**14. Repairs and Maintenance.** Each Party is responsible for maintaining and repairing damage to the Land and the Building as shown below:

<b>Lessee's Responsibilities:</b>	<b>District's Responsibilities:</b>
Interior walls	Exterior walls
Ceiling	Building foundation
Glazing	Building structural system
Floor coverings	Doors
Exposed plumbing fixtures	Roof
Interior lighting fixtures (tubes, ballasts and bulbs)	Exterior lighting system and light fixtures (tubes, ballasts, and bulbs)
Lessee's furnishings, fixtures and equipment	Parking lot
Partitions	HVAC system and components

Exterior playground equipment	Landscaping
Playground shade structure	Electrical wiring system and components
	Fire sprinklers/fire extinguishers/life safety systems
	Exterior grounds and common areas, including drainage, irrigation systems and pest control
	Unexposed plumbing and other unexposed utility systems and components serving the Land and the Building
	Hot water heater
	Fire and Intrusion Alarms
	Locks and Keys
	Telephones

Should either Party become aware of the need to maintain or repair any portion of the Land or the Building which is the responsibility of the other party, they may contact the other party during normal business hours, to discuss the needed repair or maintenance item, unless the matter is of an emergency nature, in which case the Party affected shall contact the Emergency Contact for the other party. Notwithstanding the foregoing, it shall remain each Party's primary responsibility to inspect the Land and the Building, in order to timely and properly maintain and repair those items which are such Party's responsibility as set forth above, whether or not they have come to the attention of and been reported by the other Party.

**15. Contact Representatives.**

Attached hereto as Exhibit D, is a list of personnel for both the District and the Lessee who may be contacted by the other party should any issue arise regarding this Lease, including, but not limited to, any required maintenance or repair of the Land or the Building.

**16. Access to Land and Building.**

District and the agents and employees of District shall have the right to enter upon the Land and the Building thereon at all reasonable times to inspect the same to see that no damage has been done, and to make such repairs or alterations as District deems necessary in connection with the District's responsibilities set forth in Section 14, above and to protect any and all rights of District.

**17. Successors.**

The terms and conditions of this Lease shall extend to, and be binding upon, and inure to the benefit of the successors and assigns of the Parties hereto.

**18. Waiver.**

The waiver by either party of any default, breach, or condition precedent hereunder shall not be construed as a waiver on the part of that party of any other default, breach or condition precedent, or any other right hereunder.

**19. Titles.**

The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the Lease.

**20. Entire Agreement.**

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations and verbal statements made by any representatives of the parties to this Lease.

**21. Time of Essence.**

Time is of the essence in the performance of this Lease.

**22. Notices.**

Any notices provided for herein shall be deemed properly served when deposited in the United States mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO DISTRICT: Sacramento City Unified School District  
Attention: Chief Operations Officer, Facility Support  
Services  
5735 47<sup>th</sup> Avenue  
Sacramento, Ca 95824

WITH A COPY TO: In House Counsel  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

TO LESSEE: Sacramento Employment and Training Agency  
Attention: Executive Director  
925 Del Paso Blvd.  
Sacramento, CA 95815

WITH A COPY TO: Law Offices of Gregory D. Thatch  
1730 "I" Street, Suite 220  
Sacramento, CA 95814

**23. Non-Sectarian Purpose.**

Lessee is a government agency which is required to operate its Head Start Child Development Program in a non-sectarian manner which neither advances nor prohibits the practice of any religion or religious beliefs. District acknowledges the non-sectarian purposes of Lessee's operations and agrees that the Land shall be free of all sectarian influence or appearance, including religious artifacts, symbols, paraphernalia, books or other printed materials, posters or pictures during those times when the Land is reserved for use by Lessee pursuant to this Lease.

IN WITNESS WHEREOF, the District and Lessee have executed this Lease as set forth below.

Dated: \_\_\_\_\_, 2019

SACRAMENTO UNIFIED SCHOOL DISTRICT  
A California public school district

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

SACRAMENTO EMPLOYMENT AND  
TRAINING AGENCY

By: \_\_\_\_\_  
Kathy Kossick  
Executive Director

Approved as to Form:

\_\_\_\_\_  
Legal Counsel to SETA

EXHIBIT A

[Attach description and depiction of Premises]



# Exhibit A

SETA Leased Space

**Freeport Elementary - Capitol Collegiate Academy**

**Leased Area**

-  Classroom - 1,680 SF
-  Playground - 5,878 SF
-  Parking/Loading/Unloading



EXHIBIT B

[Attach Notice of Federal Interest]

**NOTICE OF FEDERAL INTEREST**

**Freepoint Elementary Modular  
2118 Meadowview Road  
Sacramento, CA 95832**

Grantee: Sacramento Employment and Training Agency      Grant Award Number: 09CH0012/19  
925 Del Paso Blvd.      Award Amount: \$82,500  
Sacramento, CA 95815      Award Date: March 21, 2002

Delegate Agency: Sacramento City Unified School District

Federal Awarding Agency: Department of Health and Human Services, Administration for Children and Families

This notice of federal interest includes any Head Start funds subsequently used for major renovations to the modular unit. The facility and real property will only be used for purposes consistent with the Head Start Act and applicable Head Start regulations. The modular unit will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the responsible HHS official's written permission. The federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer to another party, or any other action the grantee takes without the responsible HHS official's written permission. The modular unit cannot be moved to another location without the responsible HHS official's written permission. The agency's governing body has received a copy of the notice of federal interest on December 15, 2017.

Notice completed by:

D'et Saubourne, Fiscal Manager  
Sacramento Employment and Training Agency  
*D'et Saubourne*

EXHIBIT C

[Attach City Agreement No. 2001-050]

**Memorandum of Understanding**  
**City of Sacramento**  
**Schools Insurance Authority**  
**Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

CITY  
AGREEMENT NO. 2001-050

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

### **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

### **Hold Harmless Agreement**

#### **INDEMNIFICATION**

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

### INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

CITY  
AGREEMENT NO. 2001-050

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

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D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

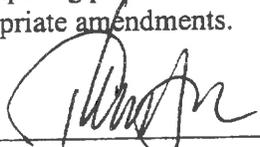
**Term**

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

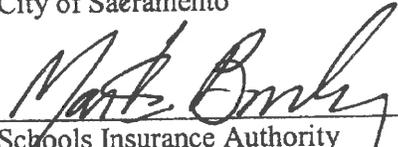
No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

**Amendments**

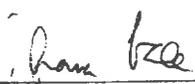
Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

  
\_\_\_\_\_  
City of Sacramento

3/22/09  
Date

  
\_\_\_\_\_  
Schools Insurance Authority

5/31/01  
Date

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City of Sacramento

**ATTEST:**  
  
\_\_\_\_\_  
CITY CLERK

## EXHIBIT D

### Contact Representatives List

#### SETA Contacts

**Billing:**

Victor Han  
Office: 916-263-5437  
[Victor.han@seta.net](mailto:Victor.han@seta.net)

**Network issues:**

Richard Davis  
Office: 916-263-3908  
[richard.davis@seta.net](mailto:richard.davis@seta.net)

**Food Services:**

Kaleb Call  
Office: 916-263-1543  
[kaleb.call@seta.net](mailto:kaleb.call@seta.net)

**Enrollment:**

Lisa Carr  
Office: 916-263-8123  
[lisa.carr@seta.net](mailto:lisa.carr@seta.net)

**Site staffing issues:**

Karen Griffith  
Office: 916-263-3988  
[karen.griffith@seta.net](mailto:karen.griffith@seta.net)

**Emergencies, Facilities, Janitors,  
Alarms, and Keys Contact:**

Jose Diaz  
Office: 916-563-5100  
Cell: 916-416-7601  
[Jose.diaz@seta.net](mailto:Jose.diaz@seta.net)

#### Sacramento City Unified School District Contacts

**Emergencies, Facilities, Janitors,  
Alarms and Key Contacts:**

Facilities Support Services  
During Work Hours-  
Elena Hankard  
Office: 916-643-9233  
[Elena-hankard@scusd.edu](mailto:Elena-hankard@scusd.edu)

**Billings:**

Amari Watkins  
[Amari-watkins@scusd.edu](mailto:Amari-watkins@scusd.edu)

**Emergencies, Facilities, Janitors, Alarms  
and Key Contacts:**

SCUSD Security Services  
After Work Hours -  
Cell: 916-752-3034

HEAD START GROUND LEASE

[HIRAM JOHNSON INFANT TODDLER CENTER  
3535 65<sup>th</sup> STREET, SACRAMENTO]

This GROUND LEASE (hereinafter referred to as the “Lease”), made and executed in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the SACRAMENTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter called the “District,” and the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a Joint Powers Agency, hereinafter call “Lessee” (individually, a “Party”; collectively, the “Parties”).

RECITALS

WHEREAS, Lessee is a government agency whose purposes include the promotion of educational and community services through the operation of a Head Start program as Grantee; and

WHEREAS, District is a delegate agency of Lessee and has previously operated a Head Start program in facilities located at the Hiram Johnson Infant/Toddler Center located at 3535 65<sup>th</sup> Street, Sacramento, California (“School”), which facilities include a modular building, adjacent playground area and related improvements (collectively, “Building”) on land owned by the District (“Land”) as described and depicted in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, District no longer desires to operate a Head Start program on the Land or in the Building, but Lessee desires to do so; and

WHEREAS, District desires to lease to Lessee, and Lessee desires to lease from District, the Land for the purpose of the continued operation of Lessee’s Head Start program.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the covenants herein contained, the District does hereby lease unto Lessee the Land.

IT IS UNDERSTOOD AND AGREED by and between District and Lessee as follows:

AGREEMENT

**1. Term.**

The initial term of this Lease shall be for five (5) years (the “Initial Term”), commencing July 1, 2019, and expiring on June 30, 2024.

**2. Option to Renew Subject to District Approval.**

Subject to early termination as set forth in section 10, and provided Lessee is not in breach of the Lease, Lessee shall hold an option to renew this Lease for one additional five (5) year term (the "Option Term") upon all of the same terms and conditions as contained herein, with the exception of this option to renew. Lessee shall exercise this option by giving written notice to District no later than July 1 of the year preceding expiration of the Initial Term.

**3. Rent.**

Lessee agrees to pay District rent at the rate of Three Hundred Fifty Dollars (\$350.00) per month for the use of the Land. Rent for less than a full month shall be prorated on the basis of a thirty (30) day month. District shall provide Lessee with an annual invoice for rent no later than the 15<sup>th</sup> day after commencement of each year of the Lease. The rent for each one month period of the Lease shall be payable at the end of each calendar month during the term of this Lease or any renewals thereof at the address identified in Paragraph 22 of this Lease.

**4. Utilities.**

District shall provide the following utilities and related services for use by Lessee: water, sewage, garbage (waste removal), natural gas, and electricity ("Utility Services"). Lessor shall provide to Lessee periodic (but not less frequently than annually) accountings of Utility Services for the School and Lessee shall reimburse to District its pro rata share (.54%) of such Utility Services upon payment of each next ensuing Rent payment under Section 3, above.

**5. Title to Existing Building, Fixtures and Equipment**

District acknowledges that the existing Building, equipment and fixtures installed on or brought to the Land have been purchased, in whole or in part, with Head Start funds allocated by the federal government and that the federal government has and retains a federal interest in the Building, equipment and fixtures. Notice of such federal interest, substantially in the form attached hereto as Exhibit B, shall be affixed to the Building by the Lessee. District agrees that, upon expiration of the term of this Lease including any extensions or renewals thereof, or upon earlier termination of this Lease, Lessee or the federal government shall be permitted to remove, at its sole cost and expense, the Building and all equipment and fixtures; provided that if the federal government releases its federal interest to the Building, equipment and fixtures, District shall be permitted to obtain title to the Building, equipment or fixtures as authorized by the federal government. Lessee shall repair any damage resulting from removal of the Building, equipment or fixtures.

**6. Use and Assignment.**

Lessee shall use the Land and the Building exclusively for the conduct of a Head Start Child Development Program and for no other purpose; provided, however, that it is expressly understood and agreed that Lessee is leasing the Land with the express intention of maintaining and operating thereon the Building. Lessee shall not sublease or assign any interest accruing to it under this Lease to any person or entity whatsoever without the prior written consent of District, which consent shall not be unreasonably withheld. In the event,

however, that the Joint Powers Agreement establishing Lessee is terminated, the successor agency of Lessee may, at its sole discretion, become the successor-in-interest of Lessee under this Lease without the District's prior approval.

**7. Parking and Vehicular Access.**

District shall provide non-exclusive parking spaces and an area for vehicular access to the Land and the Building for loading and unloading of food, equipment and supplies in the area depicted on Exhibit A. This access shall accommodate the trucks and vans utilized by Lessee for those purposes. District shall also provide a reasonably close and safe area for the delivery and pick-up of children enrolled in Lessee's Head Start Program.

**8. Indemnification.**

**(a) By Lessee.** Lessee shall indemnify, defend, protect and hold harmless District, and its officers, employees and agents, from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the occupancy, use or control of the Land by Lessee and its officers, employees, agents, volunteers, guests and invitees (including Head Start attendees).

**(b) By District.** District shall indemnify, defend, protect and hold harmless Lessee, and its officers, employees, agents and volunteers, from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation expenses) arising out of or in connection with the ownership, occupancy, use or control of the Land by District and its officers, employees, agents, volunteers, guests and invitees.

**9. Insurance.**

**(a) District's Liability Insurance.** District will provide liability insurance as set forth in the Memorandum of Understanding with the City of Sacramento and Schools Insurance Authority (City Agreement No. 2001-050; copy attached hereto as Exhibit C and made a part hereof).

**(b) Lessee's Liability Insurance.** Lessee shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is as least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations, and liability assumed under an insured contract. Coverage shall include a severability of interest provision and shall provide limits of not less than \$1,500,000 per occurrence and \$3,000,000 general aggregate. Lessee's general liability policies shall be endorsed to name District and any lender of District as additional insured. Lessee's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

**10. Termination.**

**(a) Early Termination by Lessee.** In the event that funding to Lessee for the operation of its Head Start Program is reduced, suspended, or terminated, so that Lessee

terminates the operation of the Head Start Program being conducted on the Land, Lessee may terminate this Lease on reasonable notice to District, which notice shall not be less than one (1) year prior to the date of termination.

**(b) Early Termination Upon Breach of Lease.** In the event of an alleged breach of this Lease (other than a failure to timely pay rent), the Party claiming the breach shall provide written notice to the other Party specifying the alleged breach and the applicable provisions of the Lease. The other Party shall have thirty (30) days after receipt of such written notice to cure the breach, provided that if the breach cannot reasonably be cured within thirty (30) days, such other Party shall not be in default of this Lease if such other Party commences to cure the breach within the thirty (30) day period and diligently and in good faith continues to cure the breach thereafter. Failure to cure a breach shall allow either Party to seek its available remedies under California law.

**11. Destruction / Condemnation.**

Should all or any portion of the Building be destroyed by any cause whatsoever, or in the event of condemnation of all or any portion of the Land, Lessee may, at its sole option, terminate this lease or continue to occupy the remaining portion of the Land.

**12. Alterations.**

Other than the Building, no structure or other improvement of any kind shall be erected, maintained or altered on the Land unless and until the plans, specifications and proposed locations of such structure or improvement have been approved, in writing, by the District.

**13. Laws.**

Lessee agrees that it will, at all times during its use and occupancy of the Land and Building, thoroughly comply with all ordinances, laws and regulations affecting Lessee's use and occupancy thereof. Notwithstanding the foregoing, District shall be responsible for performing any repairs, alterations and modifications to the Land required by any laws, regulations, governmental orders or decrees pertaining to hazardous or toxic substances, including, but not limited to, asbestos and lead-based paint.

**14. Repairs and Maintenance.** Each Party is responsible for maintaining and repairing damage to the Land and the Building as shown below:

<b>Lessee's Responsibilities:</b>	<b>District's Responsibilities:</b>
Interior walls	Exterior walls
Ceiling	Building foundation
Glazing	Building structural system
Floor coverings	Doors
Exposed plumbing fixtures	Roof
Interior lighting fixtures (tubes, ballasts and bulbs)	Exterior lighting system and light fixtures (tubes, ballasts, and bulbs)
Lessee's furnishings, fixtures and equipment	Parking lot
Partitions	HVAC system and components

Exterior playground equipment	Landscaping
Playground shade structure	Electrical wiring system and components
	Fire sprinklers/fire extinguishers/life safety systems
	Exterior grounds and common areas, including drainage, irrigation systems and pest control
	Unexposed plumbing and other unexposed utility systems and components serving the Land and the Building
	Hot water heater
	Fire and Intrusion Alarms
	Locks and Keys
	Telephones

Should either Party become aware of the need to maintain or repair any portion of the Land or the Building which is the responsibility of the other party, they may contact the other party during normal business hours, to discuss the needed repair or maintenance item, unless the matter is of an emergency nature, in which case the Party affected shall contact the Emergency Contact for the other party. Notwithstanding the foregoing, it shall remain each Party's primary responsibility to inspect the Land and the Building, in order to timely and properly maintain and repair those items which are such Party's responsibility as set forth above, whether or not they have come to the attention of and been reported by the other Party.

**15. Contact Representatives.**

Attached hereto as Exhibit D, is a list of personnel for both the District and the Lessee who may be contacted by the other party should any issue arise regarding this Lease, including, but not limited to, any required maintenance or repair of the Land or the Building.

**16. Access to Land and Building.**

District and the agents and employees of District shall have the right to enter upon the Land and the Building thereon at all reasonable times to inspect the same to see that no damage has been done, and to make such repairs or alterations as District deems necessary in connection with the District's responsibilities set forth in Section 14, above and to protect any and all rights of District.

**17. Successors.**

The terms and conditions of this Lease shall extend to, and be binding upon, and inure to the benefit of the successors and assigns of the Parties hereto.

**18. Waiver.**

The waiver by either party of any default, breach, or condition precedent hereunder shall not be construed as a waiver on the part of that party of any other default, breach or condition precedent, or any other right hereunder.

**19. Titles.**

The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the Lease.

**20. Entire Agreement.**

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations and verbal statements made by any representatives of the parties to this Lease.

**21. Time of Essence.**

Time is of the essence in the performance of this Lease.

**22. Notices.**

Any notices provided for herein shall be deemed properly served when deposited in the United States mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO DISTRICT: Sacramento City Unified School District  
Attention: Chief Operations Officer, Facility Support  
Services  
5735 47<sup>th</sup> Avenue  
Sacramento, Ca 95824

WITH A COPY TO: In House Counsel  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

TO LESSEE: Sacramento Employment and Training Agency  
Attention: Executive Director  
925 Del Paso Blvd.  
Sacramento, CA 95815

WITH A COPY TO: Law Offices of Gregory D. Thatch  
1730 "I" Street, Suite 220  
Sacramento, CA 95814

EXHIBIT A

[Attach description and depiction of Premises]

# Exhibit A

## SETA Leased Space

### Hiram Johnson Leased Area

-  Classroom - 4,320 SF
-  Playground - 4,600 SF
-  Parking/Loading/Unloading

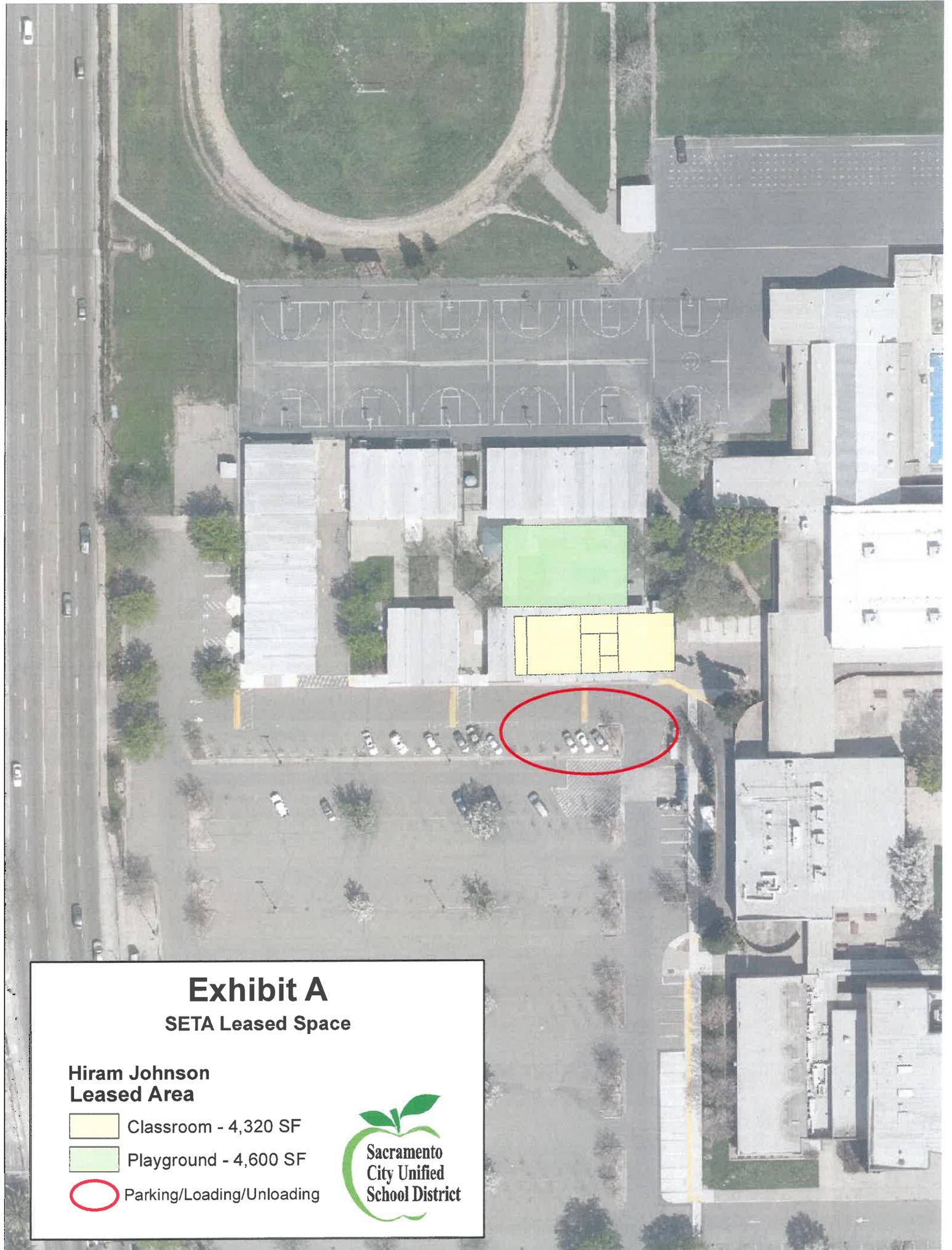


EXHIBIT B

[Attach Notice of Federal Interest]

**NOTICE OF FEDERAL INTEREST**  
**Hiram Johnson Children’s Center Modular #1**  
**3535 65<sup>th</sup> Street**  
**Sacramento, CA 95820**

Grantee: Sacramento Employment and Training Agency      Grant Award Number: 09CH0012/19  
925 Del Paso Blvd.      Award Amount: \$59,139.67  
Sacramento, CA 95815      Award Date: April 11, 2002

Delegate Agency: Sacramento City Unified School District

Federal Awarding Agency: Department of Health and Human Services, Administration for Children and Families

This notice of federal interest includes any Head Start funds subsequently used for major renovations to the modular unit. The facility and real property will only be used for purposes consistent with the Head Start Act and applicable Head Start regulations. The modular unit will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the responsible HHS official’s written permission. The federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer to another party, or any other action the grantee takes without the responsible HHS official’s written permission. The modular unit cannot be moved to another location without the responsible HHS official’s written permission. The agency’s governing body has received a copy of the notice of federal interest on December 15, 2017.

Notice completed by:  
D’et Saurbourne, Fiscal Manager  
Sacramento Employment and Training Agency  
*D’et Saurbourne*

EXHIBIT C

[Attach City Agreement No. 2001-050]

**Memorandum of Understanding**  
**City of Sacramento**  
**Schools Insurance Authority**  
**Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

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In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

### **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then appraises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

### **Hold Harmless Agreement**

#### **INDEMNIFICATION**

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

### INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

CITY  
AGREEMENT NO. 2001-050

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto (Only used when applicable to agreement)

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

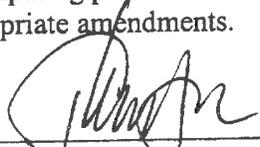
**Term**

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

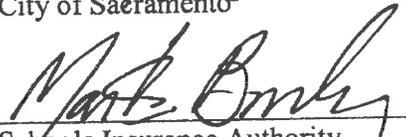
No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

**Amendments**

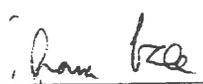
Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

  
\_\_\_\_\_  
City of Sacramento

3/22/07  
Date

  
\_\_\_\_\_  
Schools Insurance Authority

5/31/01  
Date

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City of Sacramento

**ATTEST:**  
  
\_\_\_\_\_  
CITY CLERK

EXHIBIT D

Contact Representatives List

**SETA Contacts**

**Billing:**

Victor Han  
Office: 916-263-5437  
[Victor.han@seta.net](mailto:Victor.han@seta.net)

**Enrollment:**

Lisa Carr  
Office: 916-263-8123  
[lisa.carr@seta.net](mailto:lisa.carr@seta.net)

**Network issues:**

Richard Davis  
Office: 916-263-3908  
[richard.davis@seta.net](mailto:richard.davis@seta.net)

**Site staffing issues:**

Karen Griffith  
Office: 916-263-3988  
[karen.griffith@seta.net](mailto:karen.griffith@seta.net)

**Food Services:**

Kaleb Call  
Office: 916-263-1543  
[kaleb.call@seta.net](mailto:kaleb.call@seta.net)

**Emergencies, Facilities, Janitors,  
Alarms, and Keys Contact:**

Jose Diaz  
Office: 916-563-5100  
Cell: 916-416-7601  
[Jose.diaz@seta.net](mailto:Jose.diaz@seta.net)

**Sacramento City Unified School District Contacts**

**Emergencies, Facilities, Janitors,  
Alarms and Key Contacts:**

Facilities Support Services  
During Work Hours-  
Elena Hankard  
Office: 916-643-9233  
[Elena-hankard@scusd.edu](mailto:Elena-hankard@scusd.edu)

**Billings:**

Amari Watkins  
[Amari-watkins@scusd.edu](mailto:Amari-watkins@scusd.edu)

**Emergencies, Facilities, Janitors, Alarms  
and Key Contacts:**

SCUSD Security Services  
After Work Hours -  
Cell: 916-752-3034