


**FACILITIES USE AGREEMENT
GAVILAN COLLEGE COYOTE VALLEY EDUCATION CENTER**

This Facilities Use Agreement ("Agreement") is entered into this 1st day of July, 2020 by and between Gavilan Joint Community College District ("District") and the South Bay Regional Public Safety Training Consortium ("the JPA"); the JPA and the District are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, the JPA is organized and exists as a joint powers authority under the laws of the State of California; the District is organized and exists as a public community college district under the laws of the State of California.

WHEREAS, the JPA provides public safety education and training services ("Public Safety Training") for students of a consortium of community colleges, including, but not limited to, Gavilan College, Monterey Peninsula College, College of San Mateo, Lake Tahoe Community College, Cabrillo College, Hartnell College, ~~Foothill College~~, and Ohlone College. 

WHEREAS, the District is the fee owner of certain property located at 560 Bailey Ave., San Jose, CA 95141 ("Property") and commonly referred to as the Coyote Valley Education Center ("Center").

WHEREAS the Center is improved with facilities and other improvements consisting generally of classrooms, offices, areas for administrative and other operational functions, parking lot and open areas improved with turf (collectively "Center Facilities"); Exhibit A hereto generally depicts the Center and the Center Facilities.

WHEREAS, prior to the date of this Agreement, the JPA has used and occupied the Center and the Center Facilities for Public Safety Training pursuant to agreements and understandings between the District and the JPA ("Prior Agreements").

WHEREAS, by this Agreement, the District and the JPA intend to establish terms and conditions for: (i) JPA non-exclusive use and occupancy of the Center and Center Facilities, subject to the District's use rights set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and the JPA, the District and the JPA agree as follows.

1. Premises. The District grants the JPA non-exclusive use and occupancy of the Center and Center Facilities (which are collectively referred to herein as the "Premises"), subject to the terms of this Agreement and the District's right to use the Premises pursuant to the terms of this Agreement. The Premises and improvements situated on the Premises are more particularly identified in Exhibit A hereto ("Premises Description"). For purposes of this Agreement, the District and the JPA agree that the facilities improvements on the Premises, and as identified in the cross-hatched areas of Exhibit A identified as Buildings 1, 2, 3, 4 and 5 collectively consist of thirty-one-thousand-two-hundred (31,200) square feet. In addition to the facilities improvements situated on the Premises, there are items of District owned furniture, furnishing and/or equipment ("District FFE"). The District FFE are more particularly described in Exhibit B (District FFE Items). The term "Premises" includes the District FFE items identified in Exhibit B and may be used by the JPA as part of the Premises.
 - 1.1. JPA Acknowledgments. The JPA acknowledges that: (i) prior to entering into this Agreement, the JPA has conducted such inspections of the Premises it deems prudent, necessary or appropriate; and (ii) the JPA's use and occupancy of the Premises is in its "AS IS" condition with all faults and defects whether known, unknown, latent or patent as may exist as of the date of this Agreement.
 - 1.2. No District Warranties or Representations. The District has not made, is not making, and the JPA, in entering into this Agreement is not relying upon, any warranties, representations, promises or statements of the District relating to the Premises, except as expressly set forth in this Agreement.



- 1.3. **District Representations.** The District's representations relating to the Premises are limited to the following: (i) fee title to the Property upon which the Premises are situated is held by the District free and clear of claims, liens or encumbrances which materially affect or impair the JPA's right to use and occupy the Premises for the Public Safety Training purposes; and (ii) subject to ratification of this Agreement by the Governing Board of the District, the District has the authority to enter into this Agreement and to grant the JPA the right to use and occupy the Premises upon the terms and conditions of this Agreement. Except as expressly set forth herein, there are no other warranties or representations of the District to the JPA relating to the Premises.
- 1.4. **District Reserved Rights.** In addition to the District's right to use the Premises pursuant to the terms of this Agreement, the District reserves the right to use areas beneath, adjacent to and above the Premises, together with the right to install, use, maintain or replace equipment, machinery, pipes, conduit, wiring or other similar items/equipment/materials in, on, about or through Premises, provided that such uses do not materially and unreasonably interfere with the JPA's use and occupancy of the Premises for Public Safety Training purposes.

2. **Term.**

- 2.1. **Initial Term.** The Initial Term of this Agreement is two (2) years, commencing as of the Term Commencement Date (as hereinafter defined) unless earlier terminated pursuant to the provisions hereof.
- 2.2. **Renewal Terms.** Provided that the JPA is not then in default of obligations under this Agreement, upon the expiration of the Initial Term or the then current Renewal Term, as applicable, the JPA shall have the option to renew the Term of this Agreement three (3) additional Renewal Terms, each of which shall be for a term of five (5) years.
 - 2.2.1. **JPA Exercise of Renewal Terms Options.** Not more than one-hundred eighty (180) days and not less than sixty (60) prior to the expiration date of the Initial Term or the then current Renewal Term, as applicable, the JPA shall deliver written notice to the District of the JPA's election to exercise the option for the next Renewal Term. Failure of the JPA to exercise a Renewal Term Option in strict conformity with the foregoing shall be deemed the JPA's knowing waiver of the option to renew the Term and this Agreement shall terminate as of the expiration date of the Initial Term or the then current Renewal Term, as applicable.
 - 2.2.2. **Application of Agreement Terms to Renewal Terms.** If the JPA exercises the option for a Renewal Term, rights and obligations of the District and the JPA during each Renewal Term shall be in accordance with the terms of this Agreement.
 - 2.2.3. **Surrender of Premises.** Upon the expiration of the Initial Term, a Renewal Term or the earlier termination of this Lease, the JPA shall quit and surrender possession of the Premises to the District in good order and in the condition received, reasonable wear and tear excepted. Prior to expiration of the Initial Term or a Renewal Term or the earlier termination of this Agreement, the JPA shall cause all of the JPA's personal property to be removed from the Premises and the JPA shall repair, replace or otherwise correct any damage to the Premises resulting from removal of the JPA's personal property.
 - 2.2.4. **Termination; Hold-Over.** If the JPA holds-over after expiration of the Initial Term, the earlier termination of this Agreement, or after expiration of the last Renewal Term, as applicable, such occupancy of the Premises shall be at sufferance only and shall not be deemed a renewal or extension of the Initial Term or a Renewal Term.
- 2.3. **Ratification and Approval of Agreement.**
 - 2.3.1. **Governing Boards Ratification or Approval.** The District and the JPA shall each cause an agenda item to be placed on the first regularly scheduled public meeting of their respective Governing Boards after the date of this Agreement for their Governing Boards to ratify or

approve this Agreement and to authorize their respective employees to execute this Agreement and take actions necessary to implement this Agreement.

2.3.2. Agreement Effective Date; Initial Term Commencement Date. The Effective Date of this Agreement ("Agreement Effective Date") shall be the date this Agreement is approved or ratified by the both Governing Boards of the JPA and the District. The Agreement Effective shall be the commencement date of the Initial Term of this Agreement. The JPA and the District shall each execute a counterpart copy of this Agreement ("Initial Term Commencement Date Certification") and deliver such executed counterpart copy to the other.

2.3.3. Termination of Prior Agreements. As of the Commencement Date of the Initial Term all rights and obligations of the District and the JPA under the Prior Agreements shall be extinguished and all such Prior Agreements are deemed terminated as of the Commencement Date of the Initial Term, without further action of the District or the JPA.

2.3.4. No Effect on Other Agreements. To the extent that there are agreements which now exist or may exist in the future, other than the Prior Agreements between the JPA and the District or between members of the JPA relating to Public Safety Training at the Premises, including without limitation Instructional Service Agreements between the District and the JPA, no rights, obligations, terms or conditions of such other agreements are affected by this Agreement.

3. JPA Premises Use and Occupancy.

3.1. Non-Exclusive Public Safety Training/Education Use. Subject to the use rights of the District as set forth in this Agreement, the JPA shall have the right to the non-exclusive use of the Premises for Public Safety Training purposes. The JPA use and occupancy of the Premises shall be, at all times, in strict conformity with all applicable laws, regulations and rules. All personnel, whether independent contractors to the JPA or employees of the JPA, providing Public Safety Training services at the Premises shall be duly licensed, permitted, approved or certified as required by the nature of the services provided.

3.2. Prohibited Uses. The JPA shall not and shall not permit the Premises or any portion thereof to be used: (i) for any purpose other than Public Safety Training; (ii) in violation of District's Gavilan College Rules and Regulations in effect as of the Agreement Effective Date and as modified from time-to-time during the Initial Term or a Renewal Term of this Agreement; or (iii) in violation of any applicable law, rule or regulation in effect as of the Agreement Effective Date, amendments thereto and as enacted during the Initial Term or a Renewal Term.

3.3. Limitations on JPA Uses of the Facility. The JPA shall limit their public training and educational use to areas designed as classrooms/offices/administrative areas, the parking lot, the area commonly known as the "skid pad", and any portion of the property not designated as "protected land" as part of the original field improvements plan when the facility was built.

3.4. Compliance with Environmental Laws. At all times the JPA's use and occupancy of the Premises, the JPA shall comply with all laws, rules and regulations relating to environmental quality, health, safety, and the transportation, storage, use and disposal of hazardous materials or toxic materials.

4. Facilities Use Fee and Additional Facilities Use Fee.

4.1. Facilities Use Fee.

4.1.1. Monthly Facilities Use Fee. In consideration for use and occupancy of the Premises, the JPA shall pay the District a Facilities Use Fee in the amount of (See Use Fee Schedule in Exhibit C) Dollars (\$Exhibit C) per month during the Initial Term ("Monthly Facilities Use Fee"). Each Monthly Facilities Use Fee payment shall be paid by the JPA to the District in advance on or before the first day of each month, without set-off or deduction. The first

Monthly Facilities Use Fee Payment is due from the JPA to the District the first day of the calendar month after the Agreement Effective Date.

- 4.1.2. Adjustments to Monthly Facilities Use Fee. Commencing on the first anniversary of the Term Commencement Date and each annual anniversary thereafter (each of which is an "Agreement Year"), the Monthly Facilities Use Fee shall be increased by an amount equal to three percent (3%) of the Monthly Facilities Use Fee due for the immediately preceding Agreement Year ("Adjusted Monthly Facilities Use Fee").
- 4.1.3. Renewal Terms Monthly Facilities Use Fee. If the JPA exercises the option(s) for the Renewal Terms, the Monthly Facilities Use Fee due from the JPA for the first twelve (12) months of each Renewal Term shall be the Adjusted Monthly Facilities Use Fee due during the last month of the Initial Term or the immediately preceding Renewal Term, as applicable, plus an amount equal to three percent (3%) of the Adjusted Facilities Use Fee due in the last month of the Initial Term or the immediately preceding Renewal Term, as applicable. Monthly Facilities Use Fee due from the JPA during each Renewal Term shall be subject annual adjustment in accordance with Paragraph 4.1.2 above. See Exhibit C for use fee schedule.
- 4.2. Additional Facilities Use Fee (aka "Direct Costs" Reimbursements). Any other amount due from the JPA to the District pursuant to the terms of this Agreement are deemed "Additional Facilities Use Fee" or "Direct Costs" reimbursements and shall be due and payable from the JPA upon presentation of a billing statement by the District. Unless otherwise expressly provided between the parties, the term "Facilities Use Fee" may include Additional Facilities Use Fee or "Direct Costs" reimbursements but shall be clearly stated on the monthly billing statement by the District.
- 4.3. Late Payment Interest and Penalties. If a Facilities Use Fee due from the JPA is not paid in full when due, the unpaid amount shall bear interest at the rate of one percent (1%) per month from the date due until paid. In addition, if a Facilities Use Fee due from JPA is not paid in full within ten (30) days of the date when payment is due, a late payment penalty of 1% of the total Facility Use Fee of that month in which is it late, and shall be assessed and paid by JPA to the District. The foregoing is in addition to, and not in lieu of, any other right or remedy of the District arising by operation of law for the JPA's failure to make full payment of a Facilities Use Fee when due.
- 4.4. JPA Facilities Use Fee Payments. Facilities Use Fee due from the JPA to the District under this Agreement shall be made when due without demand, offset or deduction in lawful money of the United States to the District at: Gavilan College, 5055 Santa Teresa Boulevard, Attn: Business Services, Gilroy, California 95020 or such other place as the District may designate from time-to-time. Payments shall be first applied to any accrued late payment interest or penalties and the remaining balance applied to Facilities Use Fee, then to Additional Facilities Use Fees, then to any other payment obligation of the JPA to the District under this Agreement.
- 4.5. Reimbursable Direct Costs and Expenses. The JPA shall reimburse the District, as part of Additional Facilities Use Fees, maintenance and repair services, janitorial services and solid waste disposal services provided at the Premises. The following reimbursable costs and expenses shall be invoiced by District on a quarterly basis and shall be due and payable within thirty (30) days of the date of the District's invoice.
- 4.5.1. Building Equipment/Systems Maintenance. The District will maintain the roof, structural elements and building mechanical, electrical and plumbing equipment/systems serving the facilities situated on the Premises by procuring services to complete manufacturer recommended scheduled maintenance activities for such building equipment/systems. The JPA shall reimburse the District for all fees, costs or expenses to complete such scheduled maintenance activities as Additional Facilities Use Fees. No scheduled maintenance of building equipment/systems shall be completed by the JPA or vendors/contractors to the JPA without written consent by the District. All scheduled equipment and systems maintenance costs will be quoted by the District prior to any scheduled work and or costs.

- 4.5.2. Building Equipment/Systems Repairs. If during its use and occupancy of the Premises, building mechanical, electrical or plumbing equipment/systems require repair or replacement, upon written notice from the JPA identifying the specific item(s) of such building equipment/systems and the nature of the required repair or replacement, the District will promptly contract with a service vendor/contractor to complete such repair or replacement. The JPA shall reimburse the District for all fees, costs or expenses to complete such repair/replacement activities as Additional Facilities Use Fees. No repair or replacement of building equipment/systems shall be completed by the JPA or vendors/contractors to the JPA without written consent by the District. All scheduled equipment and systems maintenance costs will be quoted by the District prior to any scheduled work and or costs.
- 4.5.3. District Building Equipment/Systems Rights. During the Term or a Renewal Term, the District reserves the right to add, delete, improve or otherwise modify building equipment/systems serving the facilities at Premises without liability to the JPA provided that the additions, deletions, improvements or other modifications do not unreasonably impair the JPA's use or occupancy of the Premises for Public Safety Training purposes.
- 4.5.4. Janitorial Services. The District and District personnel shall provide regular daily janitorial services of Buildings 1, 2, 3, 4 and 5 at Premises so that the conditions thereof are maintained in a safe, sanitary, neat, clean and orderly manner, including without limitation, emptying trash bins/cans, light dusting of exposed surfaces, vacuum of carpeted flooring, sweeping and light mop cleaning of other floor surfaces. Costs, fees and expenses to complete daily janitorial service are Additional Facilities Use Fees (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D. To the extent the JPA requires additional janitorial service above and beyond the foregoing, the JPA may request such additional janitorial services in writing to the District and such additional janitorial services shall be completed by the District's personnel with the costs thereof billed to the JPA as Additional Facilities Use Fees. The JPA is solely responsible, at its cost and expense to maintain all other areas of the Premises in a safe, sanitary, neat, clean and orderly manner.
- 4.5.5. Solid Waste Disposal Services. District shall provide solid waste disposal services serving the Premises, provided that: (i) disposal services specifically exclude all hazardous or toxic materials; (ii) the JPA is responsible for placement of solid waste for disposal in waste bins situated at the Premises; and (iii) District shall not be liable to the JPA and District shall not be deemed in breach or default of District obligations under this Agreement if there is any disruption, interruption or cessation of solid waste disposal services (or any damage, costs or expenses resulting therefrom) for any reason other than District's failure to pay undisputed solid waste disposal fees when due. All fees, costs and expenses relating to solid waste disposal services for the Premises are Additional Facilities Fees (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D.
- 4.5.6. District FFE Maintenance. District FFE will be maintained by the District without cost to the JPA. The foregoing notwithstanding, the cost of repair, restoration or replacement of damage or destruction of District FFE caused by the JPA, its employees, agents or representatives, shall be borne by the JPA.
- 4.5.7. Security. District shall provide routine Public Safety patrol services the Premises between (See Exhibit D). Public Safety patrol services are limited to (See Exhibit D). Proportional costs, fees and expenses of District provided Public Safety patrol services are Additional Facilities Use Fees (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D. The JPA may recommend and provide, at its own costs, security services (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D.



5. **Utility Services.** Electrical power, domestic water, natural gas and telephone utility services serving the Premises are provided by the District pursuant to accounts between the District and utility service providers. The JPA is solely responsible for the full and timely payment of all utility service charges during the Term (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D.
6. **District Premises Use.** The JPA's right to non-exclusive use and occupancy of the Premises is subject to the District's Premises use rights as set forth herein. If applicable:
 - 6.1. **Dedicated District Premises Use.** The following portions of Buildings as indicated within Exhibit A are dedicated for exclusive use by the District, without costs, fees or expense to the District. The JPA shall not be permitted access to, use or occupancy of such areas of the Premises dedicated for exclusive District use, which may be granted, conditioned or denied in the sole discretion of the District. If the District grants the JPA the right to access, use or occupy any such area of the Premises dedicated for District use is subject to Additional Facilities Use Fees (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D.
 - 6.2. **District Requested Premises Use.** The District may request that the JPA consent to the District's use of areas of the Premises other than the Premises areas dedicated for District use by a written request setting forth: (i) the area(s) of the Premises requested for District use; (ii) the requested dates/times of District use; and (iii) a general description of the intended use of such other area(s) of the Premises. Unless the Premises area(s) requested for use by the District is subject to a previously scheduled JPA use, the JPA shall consent to such request. The District's use of such other area(s) of the Premises shall be without costs, fees or expenses to the District. JPA may request pro-rata facility use fee credit for such use if use is schedule for more than one workday.
7. **Improvements and Alterations.** The JPA shall not make, nor permit to be made, any alterations or improvements to the facilities at the Premises, without first obtaining written consent from District which may be withheld, granted or conditioned in the sole discretion of District. All improvements to the facilities at the Premises, including design, installation and construction and any and all subsequent maintenance, repairs and replacements thereof shall be at the sole cost and expense of the JPA. Upon expiration of the Term of this Agreement, all improvements or alterations to the Premises made by the JPA pursuant to the foregoing shall become the sole property of the District. The JPA shall execute such documents and take such actions as requested by the District to effectuate conveyance of all such improvements and alterations to the District, without cost or expense to the District.
8. **JPA Indemnity.** To the fullest extent permitted by law, the JPA shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, individual members of the Board of Trustees, agents and representatives (collectively "the Indemnified Parties") from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of persons; (ii) damage, loss or destruction of property; (iii) other damages, costs, losses or charges arising out of or attributable, in whole or in part, to the JPA use or occupancy of the Premises; or (iv) any breach or default in the performance of any obligation to be performed by The JPA under this Agreement. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement or expiration of the Term of this Agreement, until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.
9. **Insurance.**
 - 9.1. **The JPA Insurance.** The JPA shall at its own expense obtain and maintain the following insurance coverages at all times during the Term hereof.
 - 9.1.1. **Comprehensive General Liability Insurance.** The JPA shall obtain and maintain a comprehensive general liability insurance, with coverages to include, but not be limited to,

the Premises liability, personal injuries, death of persons, product liability, and completed operations, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate. Comprehensive general liability and automobile liability policies shall provide an endorsement naming the District, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance of self-insurance maintained by the District and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the JPA's insurance.

- 9.1.2. The JPA Comprehensive Automobile Liability Insurance. The JPA shall obtain and maintain a comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.3. The JPA Workers Compensation/Employers Liability Insurance. The JPA shall obtain and maintain workers compensation insurance with coverage limits in accordance with applicable law. As an additional endorsement under the JPA's workers compensation insurance or as a separate policy of insurance, the JPA shall maintain Employers Liability insurance with coverage limits of at least One Million Dollars (\$1,000,000).
- 9.1.4. Insurers. The insurance coverages required of the JPA pursuant to the foregoing may be obtained by The JPA through a commercial insurer authorized to issue policies of insurance under California law or through a Joint Powers Authority of which the JPA is a member and which is authorized to issue policies of insurance. If a policy of insurance is obtained from a commercial insurer, the insurer must be AM Best rated at least A-/VII.
- 9.1.5. Waivers of Subrogation. Each policy of insurance required to be carried hereunder shall contain a waiver by the insurer of any right to subrogation against the other party and the other party's agents, insurers, employees and contractors which might arise by reason of any payment under such policy or by reason of any act or omission of the other party and the other party's agents, employees or contractors.

9.2. District Insurance. District shall obtain and maintain fire and property damage insurance insuring the improvements situated on the Premises against loss caused by fire and other risks, including steam boiler insurance, if applicable, vandalism, windstorm, sprinkler leakage and malicious mischief, insuring the structures and improvements for one hundred percent (100%) of the full replacement cost.

9.3. Adjustments to Policies of Insurance/Coverage Limits. Upon the commencement of a Renewal Term, the District may modify the required policies of insurance to be obtained by the JPA and/or modify the minimum coverage limits for a policy of insurance to be obtained by the JPA. Any such adjustments shall be based on the then commercially reasonably required policies of insurance for facilities similar in size, scope and use as the Premises and/or the then commercially reasonable minimum coverage limits.

10. Termination.

10.1. JPA Defaults Defined. The JPA shall be in default of its obligations under this Agreement if any of the following events occur (collectively referred to as "the JPA Defaults"): (i) the JPA shall have failed to pay Facilities Use Fee when due and such failure persists for a period of five (5) days after written notice by District to the JPA, provided that such five (5) day period shall be in lieu of, and not in addition to, notice requirements set forth in Code of Civil Procedure §1161 or any similar/successor statute; (ii) the JPA shall have failed to perform any term, covenant or condition of this Agreement except those requiring the payment of Facilities Use Fee, and the JPA fails to commence to cure the JPA Default within ten (10) days of District written notice to the JPA of the occurrence of an event of a JPA Default and

diligently thereafter prosecute such cure actions to completion (iii) the JPA uses or occupies the Premises for any purpose other Public Safety Training; or (iv) The JPA fails to possess all required or necessary permits, licenses, approvals or other governmentally issued authorizations for conducting public safety training and education programs. In the event of any JPA Default, District shall have the right to exercise all rights and remedies available to District whether arising under this Agreement or by operation of law.

- 10.2. JPA Default Remedies. If an event of a JPA Default occurs, the District may terminate this Agreement by written notice to the JPA, with such termination shall be effective as of the date set forth in the District's Termination Notice. Notwithstanding termination of this Agreement for the JPA Default, the JPA shall remain liable for all Facilities Use Fee accruing prior to the effective date of termination of this Agreement for JPA Default.
- 10.3. District Defaults. The District shall be in default under this Agreement if the District fails to perform obligations required by District within ten (10) days after written notice by the JPA to the District specifying what obligations District has failed to perform. If the nature of the District's failure to perform is such that more than ten (10) days is required for performance, District shall not be in default if during said time period the District commences performance and thereafter diligently prosecutes the same to completion.
11. Inspection. District shall have the right to enter Premises, or any part thereof, at all reasonable times for the purpose of inspecting the same or for any other lawful purpose.
12. Assignment And Subletting Prohibited. The JPA shall not sell, encumber, transfer, assign, mortgage, pledge or hypothecate the JPA's interest in this Agreement and shall not sublet the Premises, improvements thereon or any portion thereof.
13. Miscellaneous.
- 13.1. Successors. This Agreement and the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the JPA and District.
- 13.2. Time. Time is of the essence in the performance and completion of obligations under this Agreement.
- 13.3. Force Majeure. Whenever a period of time is herein prescribed for action to be taken the District or the JPA (except for the obligation of the JPA to pay the Facilities Use Fee), then neither Party shall be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, epidemic/pandemic outbreaks of infectious disease or any other public health crisis outbreak, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, riots, floods, washouts, explosions, earthquakes, fire, storms, acts of the public enemy, wars, insurrections and any other similar cause not reasonably within the control of the District or the JPA.
- 13.4. Notices. Any notice required or desired to be given under this Agreement shall be transmitted by: (i) email and (ii) United States Mail, Certified, Return Receipt Requested with postage fully prepaid and addressed to the parties to this Agreement as follows:

If to District:

Vice President of Administrative Services
Gavilan Joint Community College District
5055 Santa Teresa Boulevard
Gilroy, California 95020
Email: mrenzi@gavilan.edu

If to JPA:

President/CEO
South Bay Regional Public Safety Training Consortium



560 Bailey Avenue
San Jose, California 95141
Email: _____

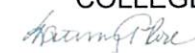
Provided that notices are transmitted in accordance with the foregoing, notices shall be deemed delivered twenty-four (24) hours after the email transmittal.

- 13.5. Captions and Titles. Captions and titles used in this Agreement are for convenience only and are not intended to be used in the construction or in the interpretation of this Agreement.
- 13.6. Invalid Provisions. In the event any provision of this Agreement is deemed void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed herefrom without affecting enforcement or validity of remaining provisions hereof, which shall continue in full force and effect.
- 13.7. Governing Law; Interpretation. This Agreement shall be interpreted and governed by the laws of the State of California. This Agreement shall be interpreted as a whole, in accordance with its fair meaning and not strictly for or against the JPA or the District.
- 13.8. Authority To Execute. Each individual executing this Agreement on behalf of the JPA and the District represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the JPA or the District, as applicable, and to bind the District and the JPA to the terms hereof, subject to ratification or approval of this Agreement by the governing boards of the JPA and the District.
- 13.9. Amendments. This Agreement may be amended only by written instrument duly executed by the District and the JPA which is approved or ratified by the governing boards of the District and the JPA
- 13.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute the same agreement.
- 13.11. Entire Agreement. This Agreement and the following contain the entire understanding of the JPA and the District concerning the subject matter hereof

- Exhibit A Premises Description
- Exhibit B Furniture, Fixtures, and Equipment – FFE
- Exhibit C Facility Use Fee Schedule
- Exhibit D Additional Facility Use Fees/Direct Cost Reimbursement Schedule

IN WITNESS WHEREOF, the District and The JPA have executed this Agreement as of the day and year first above written.

"DISTRICT"
GAVILAN JOINT COMMUNITY
COLLEGE DISTRICT

By:  9/21/2020
Title Superintendent/President

"JPA"
SOUTH BAY REGIONAL PUBLIC SAFETY
TRAINING CONSORTIUM


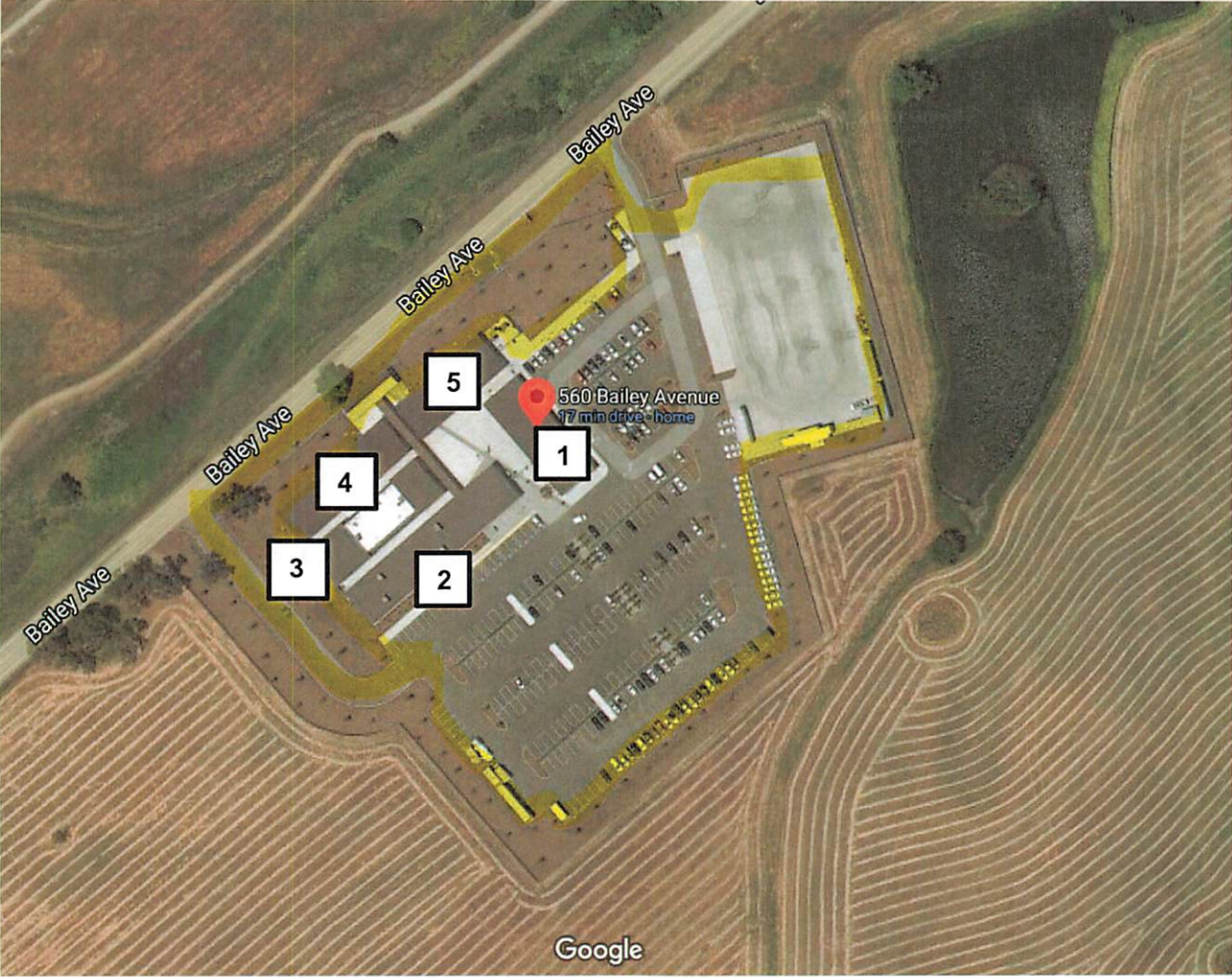
By:  09/29/2020
Title PRESIDENT

EXHIBIT A
Premises Description

(Satellite view of the property address ("Premises") as depicted by Google Maps)



This is directly from the drawing:

A Bldg or 2	8,640.00	square feet
B Bldg or 1	5,280.00	square feet
C Bldg or 3	6,240.00	square feet
D Bldg or 4	6,240.00	square feet
E Bldg or 5	4,800.00	square feet
	31,200.00	TOTAL



EXHIBIT B
Furniture, Fixtures, and Equipment – FFE

Both parties will determine the disposition of FF&E within 30 days of the execution of this agreement.

**EXHIBIT C
Facility Use Fee Schedule**

<u>YEAR</u>	<u>FISCAL YEAR</u>	<u>SQ FT</u>	<u>MONTHLY</u>	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>TOTAL</u>	<u>ANNUAL</u>
			<u>BASE SQ</u>	<u>ESCALATI</u>			
1	FY21	27,840	\$1.50	0.00%	\$1.50	\$41,760	\$501,120
2	FY22	27,840	\$1.50	3.00%	\$1.55	\$43,013	\$516,154
3	FY23	27,840	\$1.55	3.00%	\$1.59	\$44,303	\$531,638
4	FY24	27,840	\$1.59	3.00%	\$1.64	\$45,632	\$547,587
5	FY25	27,840	\$1.64	3.00%	\$1.69	\$47,001	\$564,015
6	FY26	27,840	\$1.69	3.00%	\$1.74	\$48,411	\$580,935
7	FY27	27,840	\$1.74	3.00%	\$1.79	\$49,864	\$598,363
8	FY28	27,840	\$1.79	3.00%	\$1.84	\$51,360	\$616,314
9	FY29	27,840	\$1.84	3.00%	\$1.90	\$52,900	\$634,804
10	FY30	27,840	\$1.90	3.00%	\$1.96	\$54,487	\$653,848
11	FY31	27,840	\$1.96	3.00%	\$2.02	\$56,122	\$673,463
12	FY32	27,840	\$2.02	3.00%	\$2.08	\$57,806	\$693,667
13	FY33	27,840	\$2.08	3.00%	\$2.14	\$59,540	\$714,477
14	FY34	27,840	\$2.14	3.00%	\$2.20	\$61,326	\$735,912
15	FY35	27,840	\$2.20	3.00%	\$2.27	\$63,166	\$757,989

EXHIBIT D**Additional Facility Use Fees and/or Direct Cost Reimbursement Schedule**

The following is incorporated by reference of proportional direct cost expenses the District may incur to be reimbursed by the JPA on a monthly or quarterly basis.

1. Janitorial Services

- a. Services and standards will be determined annually between the District and the JPA. If no determination is mutually discussed or decided, direct costs associated with providing services will default to the District's determination and such costs will be reimbursed by the JPA.

2. Security Services

- a. Services and standards will be determined annually between the District and the JPA. If no determination is mutually discussed or decided, direct costs associated with providing services will default to the District's determination and such costs will be reimbursed by the JPA.

3. Grounds

- a. Services and standards will be determined annually between the District and the JPA. If no determination is mutually discussed or decided, direct costs associated with providing services will default to the District's determination and such costs will be reimbursed by the JPA.

4. Maintenance

- a. Services and standards will be determined annually between the District and the JPA. If no determination is mutually discussed or decided, direct costs associated with providing services will default to the District's determination and such costs will be reimbursed by the JPA.

5. Utilities / Sewer/ Gas / Waste

- a. Services and standards will be determined annually between the District and the JPA. If no determination is mutually discussed or decided, direct costs associated with providing services will default to the District's determination and such costs will be reimbursed by the JPA.

6. Parking Lot –

- a. "Chip and Seal" process every 5 years. The lot is 96,500 square feet and can cost from \$1.00 up to \$5.00 per square foot

7. Other:

- a. Locks – District retains the process of replacing locks and keys; all the key codes for these locks, if they want to change things we will need to call a locksmith.