

SUBLEASE AGREEMENT

Northern California Regional Public Safety Training College
and
City of Sacramento

This Sublease Agreement ("Sublease") is dated for reference purposes as of July 1, 2006, and is made between the Northern California Regional Public Safety Training College ("Training College"), a joint powers authority, and the City of Sacramento, a municipal corporation ("City"). The Training College and City may be referred to collectively as "Parties" or in the singular as "Party", as the context requires.

RECITALS

A. The County of Sacramento, ("County" or "property owner") as the Lessor and Training College, as the Lessee, have an agreement ("Ground Lease"), a copy of which is attached as Exhibit "A", concerning Building 684, 4701 Forcum Avenue, McClellan, California 95652 ("Premises").

B. City desires to sublease approximately 17,000 square feet of the Premises ("Subleased Premises"), which portion is shown and labeled on Exhibit "B" as "City", with exclusive rights for the use of the Subleased Premises.

NOW, THEREFORE, Training College and City agree as follows:

1. Demise and Description of Property.

In consideration of the rent hereinafter reserved and subject to the terms and conditions set forth in this Agreement, the Training College will make available to the City, the 17,000 square foot Multi-disciplinary Interactive Training Site (hereinafter referred to as MITS) for unrestricted use to conduct frequent homeland security and WMD training and exercises.

2. Term.

The term ("Term") of this Agreement shall commence on July 1, 2006, and shall continue for a period of three years, and shall terminate at 12:00 o'clock midnight, local time, on June 30, 2009.

3. Rent.

The City hereby covenants and agrees to pay the Training College as rent for unrestricted use of the MITS the amount of \$619,500.00 as follows:

July 10, 2006 the amount of \$206,500.00

July 10, 2007 the amount of \$206,500.00

July 10, 2008 the amount of \$206,500.00

4. Utilities and Services.

The Training College shall pay all service charges including gas, electric, water, sewer, trash removal, pest control, alarm service, fire monitoring for sprinkler system, janitorial, and property management and any other services furnished on the Subleased Premises during the term of the lease.

5. Maintenance and Repair.

Except for damage caused by any negligent or intentional act or omission of the City, or its employees, the Training College shall be responsible for all maintenance and repair of the Subleased Premises.

6. Use.

City shall use the Subleased Premises for office and public services purposes as are associated with City of Sacramento Police Department's operations, or for related community purposes. The MITS will be used to offer planning, training and exercise opportunities to law enforcement agencies and instructors/trainers of law enforcement agencies in a manner consistent with the terms of the Ground Lease.

7. Representations/Warranties.

a. Training College hereby covenants and agrees that it has obtained all consents and agreements required to sublease the Subleased Premises to City. Training College further covenants and represents that it has complied with all terms of the Ground Lease for sublease of the premises to City.

b. Training College hereby covenants and agrees that it has the authority to sublease the Subleased Premises to City for the entire term of this agreement as described in paragraph 2.

8. Obligations of Training College.

Training College agrees to maintain Lease during the term of this sublease, subject, however, to any earlier termination of the Ground Lease without the fault of Training College.

9. Termination.

If the Ground Lease is terminated, this sublease shall terminate simultaneously and the Training College and City shall thereafter be released from all obligations under this sublease.

10. Insurance or Self-Insurance.

Each party, at its sole cost and expense, shall carry insurance – or self-insure – its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers, compensation, property and professional liability to cover its potential liabilities hereunder. Each party agrees to provide thirty (30) days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in the Agreement is a material breach of contract and is grounds for termination of the Agreement.

11. Indemnification.

City shall defend, indemnify and hold harmless Training College, its officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the leased premises caused in whole or in part by a wrongful or negligent act or omission of City or anyone directly employed by City, its officers, directors, volunteers, or agents.

Training College shall defend, indemnify and hold harmless City, its officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the leased premises caused in whole or in part by a wrongful or negligent act or omission of Training College or anyone directly employed by Training College, its officers, directors, invitees, guests, volunteers, or agents.

It is the intention of City and Training College that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its employees, officers, directors, invitees, guests, volunteers, or agents. All guests or invitees who enter the premises shall be deemed the guests or invitees of the Training College. The fault of any guests or invitees shall be attributable to the Training College.

12. Nonassignment.

Neither this Sublease nor any of the rights or obligations hereunder shall be assigned by either Party.

13. Maintenance and Removal of City's Personal Property.

Training College shall have no responsibility to maintain, repair and replace City's personal property as the same may be present or utilized on the Subleased Premises. By the Termination Date, City shall remove its personal property from the Subleased Premises and shall repair to good condition any damage caused thereby.

14. Written Communications and Notice.

Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party pursuant to this Sublease shall be in writing and either served personally, sent by fax, as evidenced by a fax transmittal receipt, or sent by prepaid, first class, certified mail. Such notices shall be deemed delivered and served upon actual receipt thereof or upon the fifth day after mailing as herein provided. Such matters shall be addressed to the other Party at the following addresses:

To Training College at:

Northern California Regional Public Safety Training College
2409 Dean St.,
McClellan, CA. 95652
Attn: Rick Martinez

To City at:

Sacramento Police Department
5770 Freeport Boulevard, Suite 100
Sacramento, CA 95822
Attn: Deputy Chief Rick Braziel

15. Captions.

The captions of the various articles and paragraphs of this Sublease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope or intent of this Sublease or any part or parts of this Sublease.

16. Amendment in Writing.

Any amendment to this Sublease shall be in writing and signed by both Parties.

17. Severability.

The invalidity of any portion of this Sublease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the Parties.

18. Governing Law.

This Sublease shall be construed and enforced in accordance with the laws of the State of California.

19. Authorization.

Each individual executing this Sublease on behalf of the Parties represents and warrants that he or she has been authorized to do so by the Party on whose behalf he or she executes this Sublease and that said entity will thereby be obligated to perform the terms of this Sublease.

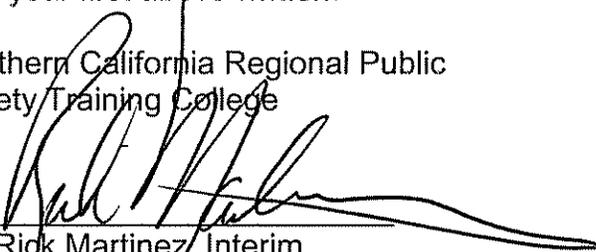
20. Entire Agreement.

This Sublease constitutes the entire agreement between the Parties and supersedes any prior written or oral agreements between the Parties with respect to the matters contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date and year first above written.

Northern California Regional Public
Safety Training College

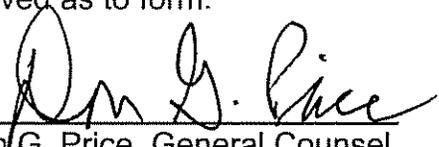
City of Sacramento, a municipal
corporation

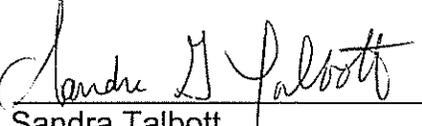
By: 
Rick Martinez, Interim
Executive Director

By: _____
Ray Kerridge, City Manager

Approved as to form:

Approved as to form:

By: 
Don G. Price, General Counsel
Northern California Regional Public
Safety Training College

By: 
Sandra Talbott
Assistant City Attorney

Attest:

By: _____
City Clerk

Attached Exhibits:

- A. Ground Lease
- B. Diagram of Subleased Premises