



**GENERAL SERVICES AGENCY  
PROPERTY MANAGEMENT  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** April 24, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Maria Benavides    PHONE: 559-624-7223

**SUBJECT:** Lease Agreement for 248 Highway 65, Suites 248 and 250, Lindsay, CA

**REQUEST(S):**

That the Board of Supervisors:

1. Approve a Lease Agreement for space located at 248 Highway 65, Suites 248 and 250, Lindsay, CA with Olivewood Properties, LLC, a California Limited Liability Company, retroactive to September 26, 2017. This lease agreement is retroactive due to the time needed to complete lease negotiations.
2. Find that the Board had the authority to enter into the proposed agreement as of September 26, 2017, and that it was in the County's best interest to enter into the agreement on that date.
3. Authorize the Chairman to sign the Lease Agreement.

**SUMMARY:**

The County has leased office space at 248 Highway 65, Suites 248 and 250, Lindsay, CA, since January 1, 1997 under Tulare County Agreement No. 18414 from Olivewood Properties, LLC. This space is occupied by the Health and Human Services Agency's (HHSA) Women, Infants, and Children (WIC) program. The Agreement called for the lease of 2,415 square feet of office space with monthly rent at \$2,415 (\$1.00 per sq. ft.). The lease was amended on August 27, 2002, March 27, 2007 and September 25, 2012, each respectively extending the term of the lease, and increasing the rental rate. The lease is currently in a month-to-month status. A vicinity map of the location is included as Exhibit 1 to this Agenda Item.

The Parties have agreed to enter into a new lease agreement for a three (3) year

**SUBJECT:** Lease Agreement for 248 Highway 65, Suites 248 and 250, Lindsay, CA  
**DATE:** April 24, 2018

term, retroactive to September 26, 2017 including two (2), one (1) year options to renew. The Lessor has agreed to paint the restrooms at no cost to the County. Board approval of this lease agreement will terminate Tulare County Agreement No. 18414 and all other Amendments to Agreement No. 18414.

**FISCAL IMPACT/FINANCING:**

Lease costs will be \$4,213.48 per month, \$1.74 per sq. ft. (\$50,561.76 annually). The County will be responsible for all utilities, custodial, and telephone costs to the space. The Lessor will provide all building maintenance and grounds services to the site.

Funding will be through HHSA's State and Federal allocations budgeted in account line 001-142-6028-7062. There is no Net Cost to County.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's Strategic Business Plan includes the Organizational Performance Initiative which provides for the infrastructure to support better service delivery. Board approval of the Agreement will help fulfill this initiative by ensuring adequate facilities and services for WIC clients located in the Lindsay area.

**ADMINISTRATIVE SIGN-OFF:**

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Robert Newby  
Property Manager

cc: Auditor-Controller  
County Counsel  
County Administrative Office (2)

Attachment(s) Lease Agreement  
Exhibit 1

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF  
LEASE AGREEMENT FOR  
248 HIGHWAY 65, SUITES 248 and 250  
LINDSAY, CA

)  
) Resolution No. \_\_\_\_\_  
) Agreement No. \_\_\_\_\_  
)

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_  
\_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: MICHAEL C. SPATA  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

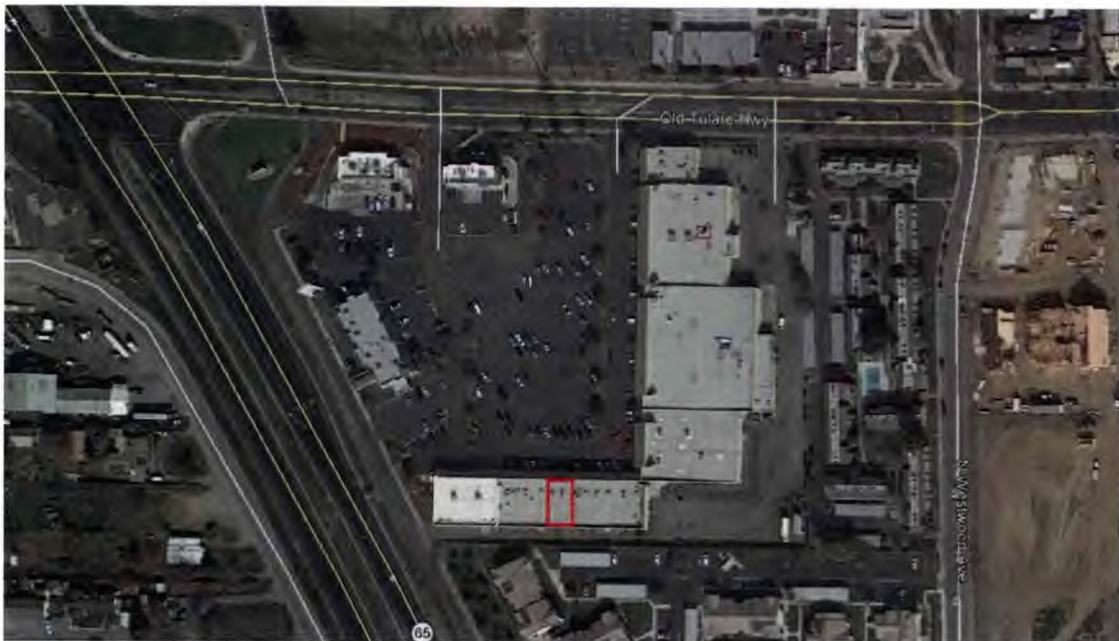
BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved a Lease Agreement for space located at 248 Highway 65, Suites 248 and 250, Lindsay, CA with Olivewood Properties, LLC, a California Limited Liability Company, retroactive to September 26, 2017. This lease agreement is retroactive due to the time needed to complete lease negotiations.
2. Found that the Board had the authority to enter into the proposed agreement as of September 26, 2017, and that it was in the County's best interest to enter into the agreement on that date.
3. Authorized the Chairman to sign the Lease Agreement.

Exhibit 1

Vicinity Map  
240 E. Honolulu St., Lindsay, CA



**LEASE AGREEMENT FOR 248 HIGHWAY 65, SUITES 248 AND 250, LINDSAY**

THIS LEASE AGREEMENT is entered into as of \_\_\_\_\_, 2018, between OLIVEWOOD PROPERTIES, LLC, a California Limited Liability Company, referred to as OWNER, and the COUNTY OF TULARE, referred to as COUNTY, with respect to the following:

WHEREAS, the Parties entered into Tulare County Agreement No. 18414 on November 5, 1996 for the lease of that real property situated in the City of Lindsay, County of Tulare, State of California, described as that certain building located at 248 Highway 65, Suites 248 and 250, consisting of approximately 2,415 sq. ft of office space; and,

WHEREAS, said Agreement was amended August 27, 2002; March 27, 2007; and September 25, 2012; and

WHEREAS, the tenancy is currently in a month-to-month holdover status.

WHEREAS, the Parties now desire to enter into a new lease of said property for a three (3) year term, with two (2) one (1) year options to renew.

**ACCORDINGLY IT IS AGREED:**

1. **LEASE.** OWNER leases to COUNTY, and COUNTY leases from OWNER, the premises situated in the City of Lindsay, addressed as 248 Highway 65, Suite 248 and 250, all more particularly described in Exhibit A, attached hereto and incorporated by reference, and hereinafter referred to as "the Premises" consisting of approximately 2,415 square feet of office space.

2. **TERM/OPTION TO RENEW.** The term of this Lease Agreement shall commence September 26, 2017 and shall expire 3 years thereafter. COUNTY shall have the option to renew this Lease Agreement for two (2) additional, one (1) year periods under the same terms and conditions by serving notice of exercise of the option to renew to OWNER prior to the end of the then-current term. Tulare County Agreement No. 18414 and all other Amendments to Agreement No. 18414 will terminate upon approval of this Lease Agreement by the Tulare County Board of Supervisors.

3. **RENT.** COUNTY shall pay to OWNER monthly rent, without deduction, set off, prior notice, or demand, of FOUR THOUSAND TWO HUNDRED THIRTEEN DOLLARS AND FORTY-EIGHT CENTS (\$4,213.48). Rent shall be prorated for any partial month at the rate of 1/30<sup>th</sup> of the monthly rent per day. Rent shall be increased by 3% annually every October 1<sup>st</sup>.

4. **USE.** COUNTY shall use the Premises as office space for the County of Tulare. COUNTY shall not use the Premises in any manner that will constitute waste or nuisance.

5. **COUNTY'S DATE OF POSSESSION:** Upon commencement of the term COUNTY will be entitled to exclusive possession of the Premises.

6. **ACCEPTANCE.** COUNTY's taking or continued possession of the Premises shall constitute COUNTY's acknowledgment that the Premises are accepted in their "as is" condition and are acceptable to COUNTY.

Tulare County Agreement No. \_\_\_\_\_

7. **OWNERS PAINTING REQUIREMENT.** Upon execution of this Lease Agreement, OWNER will cause the work delineated in Exhibit C, attached hereto and incorporated by reference, to be completed within sixty (60) calendar days plus any extension of time, if any, agreed to by the parties.

8. **MAINTENANCE.**

a. OWNER will provide, at OWNER's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

i. The structural parts of the building and other improvements in which the Premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof;

ii. The exposed and unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;

iii. Window frames, gutters, and down spouts on the building and other improvements in which the Premises are located;

iv. Heating, ventilating, and air-conditioning systems (HVAC) servicing the Premises;

1. The HVAC shall be inspected at least once every twelve (12) months, and problems found during these inspections shall be corrected within thirty (30) days from discovery.

2. Inspections and maintenance of the HVAC system shall be documented in writing. OWNER shall record the name of the individual(s) inspecting and/or maintaining the system, the date of any inspections and maintenance, and the specific finding and action taken. OWNER shall ensure that the records are kept for at least five (5) years.

v. Light fixtures, ballasts, and replacement bulbs;

vi. Pest control;

b. OWNER will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the Agreement, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. In case of emergency the OWNER will take immediate steps to protect persons and property. If the OWNER does not take the necessary steps, COUNTY will have the right to repair or contract to repair and to be reimbursed by OWNER. If the full amount of the reimbursement is not delivered by OWNER to COUNTY within ten (10) days after COUNTY's delivery to OWNER of a written statement bill evidencing the cost of the repair, COUNTY will have the right to deduct the cost of repair from the succeeding monthly rent payment(s).

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d. Except for cases of emergency, OWNER will make all repairs as soon as is possible. In the event OWNER has not made a repair referred to in a written notice from COUNTY to OWNER within thirty (30) days after date of notice, COUNTY will have the right to repair or contract to repair and be reimbursed by OWNER. If the full amount of the reimbursement is not delivered by OWNER to COUNTY within ten (10) days after COUNTY's delivery to OWNER of a written statement or bill evidencing the cost of the repair, COUNTY will have the right to deduct the cost of repair from the succeeding monthly rent payment(s).

9. **UTILITIES/SERVICES.** COUNTY shall make arrangements for, and provide at its own cost and expense, any and all utilities utilized by the Premises, including but not limited to: water, sewer, gas, electrical, phones, and trash. LESSOR shall provide all fire extinguishers and related signs. COUNTY shall be responsible for all janitorial services.

10. **QUIET ENJOYMENT.** OWNER covenants and agrees that upon performance of all covenants by the COUNTY as herein provided, COUNTY shall peaceably and quietly hold and enjoy the Premises during the term of the Agreement.

11. **ALTERATIONS.** Except as stated above, COUNTY shall not make any structural or exterior alterations to the Premises without OWNER's consent, which consent shall not be unreasonably withheld; however, COUNTY shall have the right without cost to the OWNER to make, with OWNER's consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises.

Upon termination of the tenancy, if COUNTY is not then in default of any of the provisions of this Agreement, COUNTY shall have the right to remove from the Premises immediately before the termination of the tenancy, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

12. **PREVAILING WAGE AND OTHER LABOR LAWS:** OWNER acknowledges that the work outlined in Exhibit C, and potentially any subsequent alterations OWNER makes to the Premises under the terms of this Lease Agreement, are subject to such prevailing wage, apprenticeship, and anti-discrimination provisions of the Labor Code as are applicable to public works projects contracted for by COUNTY, including Labor Code section 1771. OWNER will require all contractors and subcontractors who complete such work to: (a) maintain accurate and certified payroll records pursuant to Labor Code section 1776; (b) to make such records available for inspection by COUNTY and the Division of Labor Standards Enforcement of the Department of Industrial Relations, on a weekly basis and at no cost; and (c) to comply with all other applicable prevailing wage requirements. In addition, OWNER's construction contract(s) will require contractor(s) and subcontractor(s) to maintain complete and accurate records with respect to the funds expended on such work, and will require that the contractor(s) and subcontractor(s) provide access to the Tulare County Auditor and to the State of California auditors, and to their agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of this Agreement. OWNER will require that all such records be prepared in accordance with generally accepted accounting procedures, be clearly identified, and be readily accessible within the County of Tulare, upon request.

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13. **ASSURANCES OF NON-DISCRIMINATION.** OWNER will not discriminate in employment or the performance of the work or in the provision of services called for under this Lease Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

OWNER will not discriminate in employment or the performance of the work or in the provision of services called for under this Lease Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

14. **MECHANICS LIENS.** COUNTY shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted under this Lease Agreement. COUNTY shall keep the building, other improvements, and land on which the Premises are located free and clear of all mechanics liens resulting from construction done by or for COUNTY.

15. **INDEMNITY.** To the fullest extent permitted by law, OWNER will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by OWNER, or under other applicable statute or ordinance; or resulting from OWNER's or OWNER's agents', employees,' contractors,' or invitees' negligent or intentionally wrongful acts or omissions with respect to the OWNER's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this Lease Agreement, or any renewal or holdover period.

16. **INSURANCE.** OWNER acknowledges and agrees that COUNTY is a self-insured entity, and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. Prior to approval of this Agreement by COUNTY, OWNER must file with the Clerk of the Board of Supervisors evidence of insurance as set forth in the attached Exhibit B, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in Exhibit B cannot be used to reduce limits available to COUNTY as an additional insured from OWNER's full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If OWNER fails to maintain or renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement. COUNTY may also withhold any payment otherwise due to OWNER for failure to provide evidence of renewal until OWNER provides such evidence."

17. **DESTRUCTION.** In the event the building on the leased Premises shall be totally or partially destroyed by fire, earthquake, or other casualty so as to render that part of said building hereby leased unfit in whole or in part for occupancy, COUNTY may, at its option, restore the Premises or the building and other Premises in which the Premises are located. Such destruction shall not automatically terminate this Lease Agreement, but either party shall be entitled to terminate the Lease Agreement by giving the other party notice in writing of intention to so terminate ten (10) days before the proposed date of termination.

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18. **CONDEMNATION.** If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the tenancy, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the tenancy shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the tenancy shall remain in effect, except that: (i) the rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the taking; and (ii) COUNTY may elect to terminate the tenancy by giving notice of same within ten (10) days of the date of the taking.

19. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the tenancy, or sublease all or any part of the Premises, without the consent of OWNER, except as otherwise provided in this Lease Agreement.

20. **DEFAULT.** The occurrence of any of the following shall constitute a default by COUNTY:

a. Abandonment and vacation of the Premises;

b. Failure to perform any other provision of this Lease Agreement if the failure to perform is not cured within a reasonable time after notice has been given of same to COUNTY.

Notices given under this section shall specify the alleged default and the applicable provisions of this Lease Agreement, and shall demand that COUNTY perform the provisions within the applicable period of time, or quit the Premises.

The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the parties shall have the remedies now or later allowed by law.

21. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises without OWNER's prior written consent, which consent shall not be unreasonably withheld. On the expiration or termination of this Lease Agreement, OWNER may remove and destroy any items which were permitted to be installed in accordance with the terms of this section.

22. **OWNER'S ENTRY ON PREMISES.** OWNER and his authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to COUNTY, for any of the following purposes:

a. To determine whether the Premises are in good condition and whether COUNTY is complying with the obligations under this Lease Agreement;

b. To do any necessary maintenance and to make any restoration to the Premises or the building and other improvements in which the Premises are located that OWNER has the right or obligation to perform;

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c. To serve, post, or keep posted any notices required or permitted under this Lease Agreement;

d. To show the Premises to prospective brokers, agents, buyers, and prospective lessees at any time during the tenancy.

23. **SURRENDER.** On expiration or other termination of the tenancy, COUNTY shall surrender the Premises to OWNER in good condition, ordinary wear and tear excepted. COUNTY shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

24. **TERMINATION.** The right to terminate this Lease Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Lease Agreement.

a. With Cause: This Lease Agreement may be terminated by either Party should the other Party:

- i. be adjudged a bankrupt, or
- ii. become insolvent or have a receiver appointed, or
- iii. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- iv. materially breach this Lease Agreement.

For any of the occurrences except item (4), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Lease Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the Lease Agreement on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within a FIVE (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

25. **SUCCESSORS.** This Lease Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Lease Agreement.

26. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Lease Agreement shall be in writing and either served personally or sent by prepaid, first class mail, certified return receipt requested, and addressed to the other party at the address indicated below:

Tulare County Agreement No. \_\_\_\_\_

**COUNTY:** Board of Supervisors  
County of Tulare Administration Building  
2800 W. Burrel Ave.  
Visalia, CA 93291

**COPY TO:** Property Management  
General Services/Property Management  
5953 S. Mooney Blvd.  
Visalia, CA 93277

**OWNER:** Olivewood Properties, LLC  
c/o Potter McKinney, Inc.  
4200 Easton Drive, Suite #5  
Bakersfield, CA 93309

Notice shall be deemed communicated five (5) days from the time of mailing as provided in this section.

27. **WAIVER.** OWNER's consent to or approval of any act by COUNTY shall not be deemed to waive or render unnecessary OWNER's consent to or approval of any subsequent act by COUNTY.

28. **INTEGRATION.** This instrument contains all the agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent agreement in writing.

29. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions of the Lease Agreement unenforceable, invalid, or illegal.

30. **GOVERNING LAW.** This Lease Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Lease Agreement is made and shall be performed in Tulare County, California.

31. **NON-DISCRIMINATION.** COUNTY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

32. **NO THIRD-PARTY BENEFICIARIES INTENDED.** Unless specifically set forth in this Lease Agreement, the parties to this Lease Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

33. **CONSTRUCTION.** This Lease Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

34. **EXHIBITS.** The exhibits to this Lease Agreement are fully incorporated into and are integral parts of this Lease Agreement.

Tulare County Agreement No. \_\_\_\_\_

35. **HEADINGS.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

36. **HOLDING OVER:** If COUNTY, with OWNER'S consent, remains in possession of the Premises after the expiration of the initial lease term or the renewal period, such possession shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During such month-to-month tenancy, COUNTY shall pay all rent required by this Lease Agreement, all other provisions of which shall apply to the month-to-month tenancy.

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**IN WITNESS WHEREOF,** the parties have executed this Lease Agreement as of the day and year first written.

OWNER  
OLIVEWOOD PROPERTIES, LLC, a California  
Limited Liability Company

Date: \_\_\_\_\_

By   
Yosef Kohan-Ghadosh, Member

Date: \_\_\_\_\_

By   
Dan Youshaei, Member

COUNTY  
County of Tulare

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/  
Clerk of the Board of Supervisors

By \_\_\_\_\_, Deputy

Approved as to form:  
County Counsel

By \_\_\_\_\_, Deputy

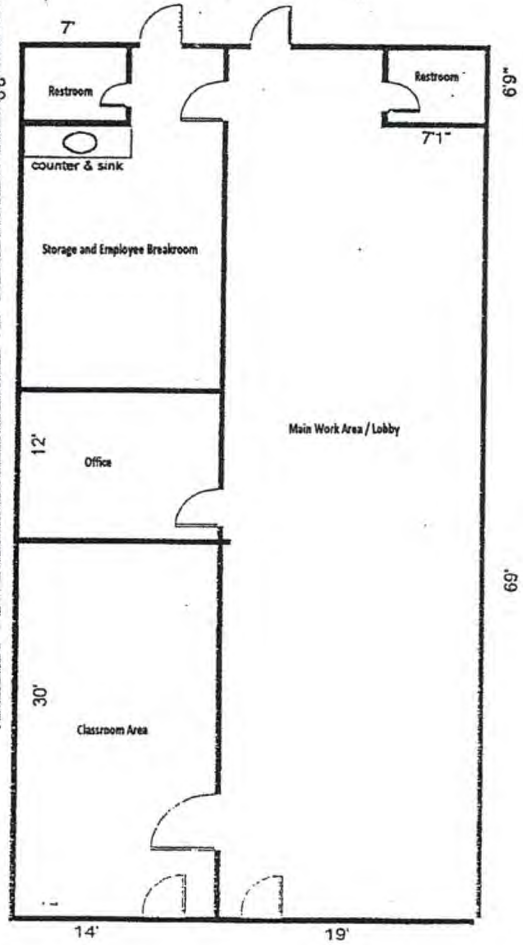
Matter ID: 20171333

Tulare County Agreement No. \_\_\_\_\_

**Exhibit A**

**248 Highway 65, Suites 248 & 250, Lindsay, CA**

**The Premises**



Tulare County Agreement No. \_\_\_\_\_

## Exhibit B

248 Highway 65, Suites 248 & 250, Lindsay, CA

### LEASES WITH COUNTY AS LESSEE

#### INSURANCE REQUIREMENTS

OWNER shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the OWNER, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability Hartford Business Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate applies, either the general aggregate limit shall apply separately to this location or the general aggregate shall be \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
1. 4. Property Insurance against all risks of loss direct physical loss on all real property being leased including improvements and betterment not installed by COUNTY. Limits of full replacement cost with no coinsurance penalty provision.

#### B. Specific Provisions of the Certificate

Tulare County Agreement No. \_\_\_\_\_

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  
2. The General Liability and Property Insurance policies must be endorsed and endorsements must be provided to COUNTY reflecting the following provisions:
  - a. The County, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of ownership maintenance or use of that part of the leased to the COUNTY.
  
  - b. For claims related to this lease, the LESSOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteer and shall be at least as broad as ISO CG 20 01 04 13. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the LESSOR's insurance and shall not contribute with it.
  
  - c. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.
  
  - d. *LESSOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the LESSOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*
  
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the OWNER, its employees, agents and subcontractors. LESSOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for

Tulare County Agreement No. \_\_\_\_\_

recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the OWNER shall file with the Tulare County Board of Supervisors, certificates of insurance ~~with original endorsements~~ effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Rev. 8/8/17

Tulare County Agreement No. \_\_\_\_\_



**Exhibit C**

**248 Highway 65, Suites 248 & 250, Lindsay, CA  
Specifications for work to be completed by Owner**

OWNER'S RESPONSIBILITY:

1. Paint both restrooms. Painting is to be completed in a workmanlike manner.
2. Remove and replace all dispensers as needed to complete painting. .

Scheduling and color choices to be approved by County

COUNTY'S RESPONSIBILITY

1. COUNTY to arrange the movement of all COUNTY owned items from restrooms prior to work beginning.

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