

LEASE AGREEMENT FOR 26442 HIGHWAY 99, TULARE, CA

THIS AGREEMENT ("Agreement" or "Lease") is entered into _____, 2020, between KAWEAH MANAGEMENT COMPANY, a California Public Benefit Corporation ("Lessor") and COUNTY OF TULARE, a political subdivision of the State of California ("County"). Lessor and County are each a "Party" and together are the "Parties" to this Agreement, which is made with respect to the following:

WHEREAS, the Lessor is the owner of record of the real property located at 26442 Highway 99, Tulare, in the County of Tulare, State of California ("Property") previously used as a hotel, a two story structure consisting of fifty-six (56) units, lobby, and parking area ("Premises"). A site plan of the property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the real property and its improvements are contemplated for use as a Housing Site for the homeless or persons at risk of homelessness in Tulare with a portion of the units renovated for permanent housing ; and

WHEREAS, the County's Health and Human Services Agency provides comprehensive wraparound services, including case management services, to those who were formerly or currently homeless and/or severely mentally ill ("Clients"); and

WHEREAS, County desires to further its commitment to a Whole Person Care approach to providing client services and ultimately helping individuals transition from homelessness; and

WHEREAS, County desires to utilize a blend of state, federal, and local programs to provide a diverse client base at the Housing Site

WHEREAS, County desires to lease the Property to provide wraparound services and housing to the homeless in Tulare County.

ACCORDINGLY, IT IS AGREED:

1. LEASE

Lessor leases to County, and County leases from Lessor, the real property located at 26442 Highway 99, Tulare, in the County of Tulare, State of California, consisting of fifty-six (56) units, one (1) office/lobby area, and parking area (the "Premises"). Lessor agrees to renovate no less than ten (10) of the units within three months of the date of this lease and a total of not less than thirty (30) units over a period of two years to substantially comply with the design referred to in the floor plan attached hereto as Exhibit A and incorporated by reference. Provided there are sufficient funds from closing loan proceeds, lessor agrees to make improvements to the existing office/lobby for use by County. The exact design and requirements will be determined mutually later.

2. TERM AND OPTION TO RENEW

a. The term of this Lease shall commence upon this lease being fully executed (the "Effective Date") and shall expire ten (10) years later (the "Initial Term").

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b. At the end of the initial term the lease may be renewed for a like term, under the same terms and conditions of this Agreement, provided there is mutual agreement on any changes in rent amounts to offset increases in operating expenses.

3. USE OF PREMISES

County will use the Premises for the provision of public services, specifically for the purpose of providing space for the Health and Human Services Agency, including but not limited to, providing temporary housing for the homeless and comprehensive wraparound services, including case management services that centers on each client's individual needs. County will use the Premises in compliance with this Agreement and all laws, ordinances, and other governmental or quasi-governmental regulations now in force or which may hereafter be in force.

4. ACCEPTANCE

County's taking or possession of the Premises shall constitute County's acknowledgement that the Premises are accepted in their "as is" condition and are acceptable to County.

5. RENT

- a. County will pay to Lessor, without deduction, set off, prior notice, or demand the sum of thirty six thousand, two hundred and thirteen dollars per month, provided **not less** than forty six units are in satisfactory condition and available for occupancy.
- b. Additional units will be renovated and made available for occupancy in accordance with #1 above. All renovations shall be compliant with the Americans with Disabilities Act, Disabled Persons Act, and Fair Employment and Housing Act requirements and meet acceptability standards for use with the Federal Housing Voucher programs. There shall be no increase in County rent charges for additional units available for occupancy to a total of 56 units.
- c. It is hereby understood that the income from any Federal Housing Voucher payments during the term of this lease shall be utilized to offset all or a portion of the monthly rent paid by County. Lessor shall provide County timely monthly statements showing said offset in payments.
- d. At the end of year calendar year, Lessor will provide a full accounting of the operating costs of the premises, and credit County from available cash surpluses, any excess monies paid by County in the year as rent payments to Lessor. County agrees to compensate Lessor additional monies in the form of rental shortfalls in the event budgeted operating cost are higher than projected. It is understood and agreed by both parties this provision is intended as risk sharing due to the high degree of uncertainty in the costs of operating this program.

County will pay all rent and other payments to the Lessor at:

Kaweah Management Company
5140 W. Cypress Avenue
Visalia, CA 93277

Lessor may from time-to-time designate a new payment address by written notice together with the submission of a replacement W-9 to County.

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6. MAINTENANCE

a. Lessor will provide, at Lessor's expense, all ongoing maintenance, preventative maintenance, repair, including but not limited to damage caused by Clients, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto; but excluding the items County is responsible for described in Section 7. 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. Lessor 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. Lessor shall ensure that the records are kept for at least five (5) years.

v. Light fixtures and replacement bulbs;

vi. Pest control;

vii. Landscaping services;

b. Lessor will be responsible for complying with codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the lease, 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.

b. In case of emergency the Lessor will take immediate steps to protect persons and property. If the Lessor does not take the necessary steps, County will have the right to repair or contract to repair and to be reimbursed by Lessor.

c. Except for cases of emergency, Lessor will make all repairs as soon as is possible. In the event Lessor has not made a repair referred to in a written notice from County to Lessor within thirty (30) days after date of notice, County will have the right to repair or contract to repair and be reimbursed by Lessor.

7. UTILITIES AND OTHER SERVICES

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- a. Lessor shall plan for, and pay for, all utilities and services furnished or to be used by County, including, without limitation, gas, electricity, water, sewer, and trash, and for all connection charges therefor.
- b. County shall arrange for the installation of all telephones or internet services it shall require and pay for any and all charges relating thereto.
- c. County will be responsible for providing all custodial service and supplies for the interior of the Premises, including the cleaning of interior walls, interior of windows and window coverings.
- d. County will pay for replacement of furniture, linens, towels, and other furnishings it deems appropriate for to provide for client usage.
- e. Lessor shall be responsible all fire extinguishers and related signs.
- f. County shall be responsible for any pest control issues related to bed bugs.

8. ALTERATIONS

County shall not make any structural or exterior alterations to the Premises without Lessor's consent, which consent shall not be unreasonably withheld; however, County shall have the right without cost to the Lessor to make, with Lessor'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 Lease, County shall have the right to remove from the Premises immediately before the termination of the tenancy 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 sole cost will promptly restores any damage caused by the removal.

9. 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 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.

10. DISCLOSURES

Prior to delivering possession of the Premises, and throughout the tenancy, Lessor shall make any and all legally required disclosures to County, including, but not limited to, disclosures of hazardous substances or materials and disclosures required by Civil Code section 1938.

11. PREVAILING WAGE AND OTHER LABOR LAWS

LESSOR acknowledges that the work outlined in Exhibit B, and potentially any subsequent alterations LESSOR makes to the premises under the terms of this 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. LESSOR 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.

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In addition, LESSOR'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. LESSOR 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.

12. ASSURANCES OF NON-DISCRIMINATION

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

13. INDEMNITY

To the fullest extent permitted by law, Lessor 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 Lessor, or under other applicable statute or ordinance; or resulting from Lessor's or Lessor's agents', employees,' or contractors' negligent or intentionally wrongful acts or omissions with respect to the Premises. Lessor'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, or any renewal or holdover period.

To the fullest extent permitted by law, County will hold harmless, defend and indemnify Lessee 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 County, or under other applicable statute or ordinance; or resulting from County's or County's agents', employees,' or contractors' negligent or intentionally wrongful acts or omissions with respect to the Premises. County'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, or any renewal or holdover period.

14. INSURANCE

Lessor 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 execution of this Lease by County, Lessor shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth in Exhibit C attached, which outlines the minimum scope, specifications and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in Exhibit C shall not be used to reduce limits available to County as an additional insured from the Lessor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Lease or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew

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coverage, or to provide evidence of insurance renewal, for the duration of County's tenancy, including any Lease renewal or holdover period, may be considered a material breach of this Agreement.

15. DESTRUCTION

In the event the Premises, or the building(s) in which the Premises are located, is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for County's use, in whole or in part, County shall be entitled to a reduction in the rental during the period that such part remains unrepaired or unrestored, in the proportion of the amount of floor space unfit for occupancy to the total floor space included in the Lease; provided, however, that if it should reasonably appear that Lessor cannot or will not restore or repair the Premises within ninety (90) days from the date of such damage, either Party shall be entitled to terminate the Lease by giving the other Party notice in writing of intention to so terminate ten (10) days before the proposed date of termination.

16. 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 and County shall be entitled to a refund on any rent paid in advance;
- 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.

17. ASSIGNMENT

County shall be specifically assigning, but not subleasing its interest in certain rooms of the Premises to Clients or organizations which work with Clients for set durations to be controlled with separate agreements. County shall make best efforts to obtain waivers of specific rights of the Clients in order to avoid the establishment of a residential tenancy within the Premises by Clients.

18. DEFAULT

The occurrence of any of the following shall constitute a default by County:

- a. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to County;
- b. County's abandonment and vacation of the Premises;
- c. Failure to perform any other provision of this agreement if the failure to perform is not cured within a reasonable time after notice has been given of same to County.

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Notices given under this section shall specify the alleged default and the applicable provisions of this 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.

19. 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 Lessor's prior written consent, which consent shall not be unreasonably withheld. On the expiration or termination of this Lease, Lessor may remove and destroy any items which were permitted to be installed in accordance with the terms of this section.

20. LESSOR'S ENTRY ON PREMISES

Lessor and Lessor's 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 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 Lessor has the right or obligation to perform;
- c. To serve, post, or keep posted any notices required or permitted under this Agreement;
- d. To show the Premises to prospective brokers, agents, buyers, and prospective Counties at any time during the tenancy.

21. SURRENDER

On expiration or other termination of the tenancy, County shall surrender the Premises to Lessor 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.

22. TERMINATION FOR CAUSE

Either Party may terminate this Agreement for cause upon five (5) days' prior written notice to the other Party. For purposes of this section, "cause" shall be defined as the failure of either Party to remedy any material breach of the Lease Agreement within thirty (30) days' written notice of the breach.

23. REDUCTION OF COUNTY'S FUNDING

Lessor expressly understands and agrees that County is dependent upon certain Federal and/or State funding to pay the rent provided in this Agreement. If such Federal and/or State funding is discontinued and/or reduced, County shall have the right to terminate the Lease. In such event, County shall provide Lessor with at least ninety (90) days' prior written notice of such termination.

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24. SUCCESSORS

This Agreement shall be binding on, and inure to, the benefit of the Parties, their successors and assigns, except as otherwise limited by this Agreement.

25. NOTICE

Any notice, demand, request, consent, approval or other communication required or permitted under this agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

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

w/Copy to: Tulare County General Services
Attn: Property Management
2637 W. Burrel Ave., Ste. 200
Visalia, CA 93291

LESSOR: Kaweah Management Company.
5140 W. Cypress Ave.
Visalia, CA 93277

If notice is mailed, it shall be deemed communicated four (4) business days from the time of mailing as provided in this section. Payments or refunds shall also be made at the above addresses.

26. WAIVER

The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

27. AUTHORITY

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such Party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

28. COUNTERPARTS

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

29. EXHIBITS

All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

30. 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.

31. NO THIRD PARTY BENEFICIARIES

Unless specifically set forth, the Parties to this Agreement do not intend to provide any third party , beyond the Clients, the benefit or enforceable legal or equitable right or remedy.

32. GOVERNING LAW

This Agreement will 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 contract is made in and for legal purposes shall be deemed to be performed in Tulare County, California.

33. HEADINGS

Paragraph 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.

34. INTERPRETATION

This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

35. ACKNOWLEDGEMENT & RIGHT TO RECORD MEMORANDUM

Lessor and County will sign a Memorandum of Lease in the form set forth in Exhibit D and cause their signatures to the Memorandum to be acknowledged before a Notary Public. Either Party may thereafter record the Memorandum and give the other Party notice of such recording. Upon the expiration or earlier termination of the term, either Party upon request will execute a document for recordation to terminate such memorandum.

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY

This Agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. COUNTERPARTS

This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement.

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[THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURES FOLLOW ON NEXT PAGE]

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

LESSOR

Kaweah Management Company a California Public Benefit Corporation

Date: _____

By: _____

Ken Kugler, Managing Director

Date: _____

By: _____

Vern Bitney, Secretary

[Note: Corporations Code §313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section §17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the article of organization stating that the LLC is managed by only one manager]

COUNTY

COUNTY OF TULARE

By: _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT

County Administrative Officer/ Clerk of the Board of Supervisors

By: _____

Approved as to form:

County Counsel

By: Jeffrey Kuhn

Deputy County Counsel
Matter No. 2020397

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EXHIBIT A

26442 Highway 99, Tulare, CA 93247

Site Plan

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EXHIBIT B

26442 Highway 99, Tulare, CA 93247

Floor Plans / Design Specifications

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EXHIBIT C

COUNTY AS COUNTY

INSURANCE REQUIREMENTS

26442 Highway 99, Tulare, CA 93247

LESSOR 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 COUNTY, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General 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.
4. Property Insurance against all risks of loss on all real property being leased including improvements and betterment. Limits of full replacement cost with no coinsurance penalty provision.

B. Specific Provisions of the Certificate

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 premises 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*

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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 LESSOR, its employees, agents and subcontractors. LESSOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

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 LESSOR 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.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the COUNTY, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name _____

Date: _____

County Name _____

Signature _____

WAIVER OF RIGHTS AGREEMENT FOR OCCUPANCY AT 26442 HIGHWAY 99, TULARE, CA

THIS AGREEMENT ("Agreement" or "Lease") is entered into _____, 2020, between _____, an Individual, ("Client") and COUNTY OF TULARE, a political subdivision of the State of California ("County"). Client and County are each a "Party" and together are the "Parties" to this Agreement, which is made with respect to the following:

WHEREAS, the County is the lessee of record of the real property located at 26442 Highway 99, Tulare, in the County of Tulare, State of California ("Property") previously used as a hotel, a two story structure consisting of fifty-six (56) units, lobby, and parking area ("Premises").

WHEREAS, the real property and its improvements are contemplated for use as a Housing Site for the homeless or persons at risk of homelessness in Tulare with a portion of the units renovated for permanent housing ; and

WHEREAS, the County's Health and Human Services Agency provides comprehensive wraparound services, including case management services, to those who were formerly or currently homeless and/or severely mentally ill; and

WHEREAS, County desires to further its commitment to a Whole Person Care approach to providing client services and ultimately helping individuals transition from homelessness; and

WHEREAS, County desires to utilize a blend of state, federal, and local programs to provide a diverse client base at the Housing Site

WHEREAS, County desires to lease the Property to provide wraparound services and housing to the homeless in Tulare County.

WHEREAS, Client intends to occupy or provide persons with occupation of space on the Premises.

ACCORDINGLY, IT IS AGREED:

1. WAIVER OF RIGHTS UNDER CALIFORNIA CIVIL CODE 1946.1 AND RELEASE

Client specifically waives their rights under California Civil Code 1946.1 to receive notice of 30 days written notice of termination of their residency at the Premises, Client instead agrees to receive one week written notice from County if their residency at the Premises is to be terminated, and agrees to vacate the Premises within seven (7) days upon receipt of such notice of termination of residence from County. Further, Client specifically releases County of any and all liability or claims Client may have with regard to their residence at the Premises, with the exception of habitability requirements of statute. By initialing below and signing this Agreement, Client specifically acknowledges that they understand this waiver and release and the obligations of the same.

Client Initial _____

2. WAIVER

WAIVER OF RIGHTS AGREEMENT FOR OCCUPANCY AT 26442 HIGHWAY 99, TULARE, CA

The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

3. AUTHORITY

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such Party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

4. COUNTERPARTS

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

5. 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.

6. NO THIRD PARTY BENEFICIARIES

Unless specifically set forth, the Parties to this Agreement do not intend to provide any third party the benefit or enforceable legal or equitable right or remedy.

7. GOVERNING LAW

This Agreement will 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 contract is made in and for legal purposes shall be deemed to be performed in Tulare County, California.

8. HEADINGS

Paragraph 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.

9. INTERPRETATION

This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

10. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY

This Agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost,

WAIVER OF RIGHTS AGREEMENT FOR OCCUPANCY AT 26442 HIGHWAY 99, TULARE, CA

the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement will continue in full force and effect.

11. COUNTERPARTS

This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement.

[THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURES FOLLOW ON NEXT PAGE]

WAIVER OF RIGHTS AGREEMENT FOR OCCUPANCY AT 26442 HIGHWAY 99, TULARE, CA

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CLIENT

Date: _____

By: _____

(PRINT NAME) _____

COUNTY

COUNTY OF TULARE

By: _____

HHS, Representative