

SHORT FORM LEASE

<u>LEASE COVERING PREMISES LOCATED AT</u> 5957 South Mooney Blvd. Visalia, CA 93277
<u>LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> 94-6000545
<u>TENANT AGENCY</u> Department of Food and Agriculture

Lease File No.: 7388-001
Project No.: 14643

Preamble

THIS LEASE, made and entered into this 22nd day of October, 2024 by and between

TULARE COUNTY

hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH**Description**

1. The Lessor hereby leases unto the State and the State hereby hires from the Lessor those certain premises with appurtenances situated in the City of Visalia, County of Tulare, State of California, and more particularly described as follows:

Approximately 10,245 nuf of office space located on the first floor of the building located at 5957 South Mooney Boulevard, Visalia, California, (the premises) along with access to non-exclusive parking spaces in the building parking lot, subject to a first come first serve basis. Lessee shall have exclusive rights to park its storage trailer in the area designated in the attached Exhibit A. State agrees to sign a waiver of liability, as depicted in Exhibit B, in case of damage or vandalism to the trailer when parked on Lessor's property.

Term

2. The term of this lease shall commence on October 22, 2024, and shall end on January 31, 2025, with such rights of termination as may be hereinafter expressly set forth.

**Early
Termination**

3. The State may terminate this lease at any time effective on or after January 31, 2025, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective.

Rent

4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

ZERO (\$0.00) DOLLARS from October 22, 2024, through January 31, 2025, and thereafter.

The State is responsible for its prorated share of metered utilities, services within the leased premises, and services to the area where its trailers are parked.

Rental payable for any period of time less than that for which periodic rental is payable shall be determined by prorating the rental due for the applicable period of occupancy.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: Tulare County General Services Agency

2637 W. Burrel Avenue, Suite 200

Visalia, CA 93291

Phone No.: (559) 205-1135

FAX No.: (559) 624-1022

Email: GSAProperty@tularecounty.ca.gov

To the State:

DEPARTMENT OF GENERAL SERVICES,

REAL ESTATE SERVICES DIVISION

LEASE MANAGEMENT C 6774-001

707 THIRD STREET, SUITE 5-305

WEST SACRAMENTO, CA 95605

Phone No. (916) 375-4172

FAX No. (916) 375-4029

Email: leasemanagement@dgs.ca.gov

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental-Utility warrants shall be made payable to: Tulare County

and mailed to: Tulare County General Services Agency

2637 W. Burrel Avenue, Suite 200

Visalia, CA 93291

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Lessor agrees that, prior to October 22, 2024, the leased premises will be made ready for State's occupancy in "AS IS" condition. ~~full compliance with Exhibit "A", consisting of one (1) sheet titled, "Office Quarters, Project No. 10088" dated , and in accordance with Exhibit "B", consisting of # of pages pages, titled, "Short Form Outline Specifications, Project No. 10088" dated , and Exhibit "C" consisting of pages titled, "Short Form Administrative Requirements Project No. 10088" dated , which Exhibits "A" and "B" and "C" are by this reference incorporated herein.~~

Asbestos

7. Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Materials.

Services, Utilities, and Supplies

8. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services and utilities:

- A. Janitorial services to the common areas of the building, including but not limited to, restrooms, hallways, and building lobby.
- B. Grounds services.
- C. Building Maintenance services to office area and common areas, including but not to, restrooms, hallways, and building lobby.
- D. All utilities except telephone.

The State shall reimburse Lessor its prorated share of common area maintenance costs, TWO POINT SEVEN EIGHT PERCENT (7.83%), for the janitorial, grounds, building maintenance, and utility costs. Lessor shall supply Lessee with back-up verification of all costs.

The State shall be responsible for all janitorial services to the premises and for all repairs to its personal property.

Repair and Maintenance

9. During the lease term, Lessor shall maintain the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, except in case of damages arising from the negligence of State's agents, invitees or employees.

Quiet Possession

10. The Lessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the leased premises without suit, trouble, or hindrance from the Lessor or any person claiming under Lessor.

Inspection

11. The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to make any necessary repairs to the premises. Except in emergency situations, Lessor shall give not less than forty-eight (48) hour prior notice to State tenants when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

Destruction

12. In the event the leased premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in the case of total destruction of the leased premises, immediately terminate. In the case of partial destruction or damage State may elect to terminate by giving written notice setting forth the date of termination to the Lessor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Lessor after such termination. In the event of any such destruction where the State remains in possession of said premises, whether for the remainder of the term or temporarily pending termination, the rental as herein provided shall be reduced by the ratio of the floor space State is precluded from occupying to the total floor space of the leased premises.

Subrogation Waived

13. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby releases the State from liability for any loss or damage covered by said insurance and waives subrogation rights of the insurer.

Fair Employment Practices

14. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding State agency to implement such article.

DVBE Participation

15. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and California Certified Small Business (SM) and we encourage the Lessor to utilize DVBEs and Certified SB to fulfill its lease obligations under this lease.

Holding Over

16. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

Indemnification

17. The State agrees to indemnify and hold harmless the Lessor to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of the State's use of said premises during the term of this lease, except to the extent that any such damages suffered by Lessor are the result of Lessor's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Lessor and/or where the State is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the State's constitutional and statutory public responsibilities.

Lessor agrees to indemnify and hold harmless the State in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which State may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Lessor, its employees, or any person or persons acting under the direct control and authority of the Lessor or its employees, in connection with the State's occupancy of said premises under and during the term of this lease except to the extent that any such damages or expenses suffered by State are the result of State's sole negligence.

Insurance

18, Lessor understands and agrees to the following:

In accordance with Government Code Section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, PO Box 989052 MS 414, West Sacramento, CA 95798-9052 (Gov. Code Section 900, et. seq.). Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, PO Box 989052 MS 414, West Sacramento, CA 95798-9052 (Gov. Code section 900, et. seq.). Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Construction-Related Accessibility Standard Compliance Act

19. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:
- ☒ have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
 - ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).
 - ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

Executive Order N-6-22 – Russia Sanctions

20. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA

LESSOR

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

TULARE COUNTY

By _____
Richard Scherer, Real Estate Officer
Real Estate Leasing and Planning Section

By _____
Larry Micari, Chair, Board of Supervisors

Date _____

Date _____

Approved

ATTEST: Jason T. Britt, County Administrative
Office/Clerk of the Board of supervisors of the
County of Tulare

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
Deputy Clerk

By _____
Brian Hensley, Leasing Manager
Real Estate Leasing and Planning Section

Date: _____

Date _____

Approved as to Form, County Counsel

By: Patrick Beck
Deputy, Matter ID: 20241710

Date: 10/30/2024

Exhibit A

Designated Parking – CDFA Storage Trailer

5957 S. Mooney Blvd., Visalia

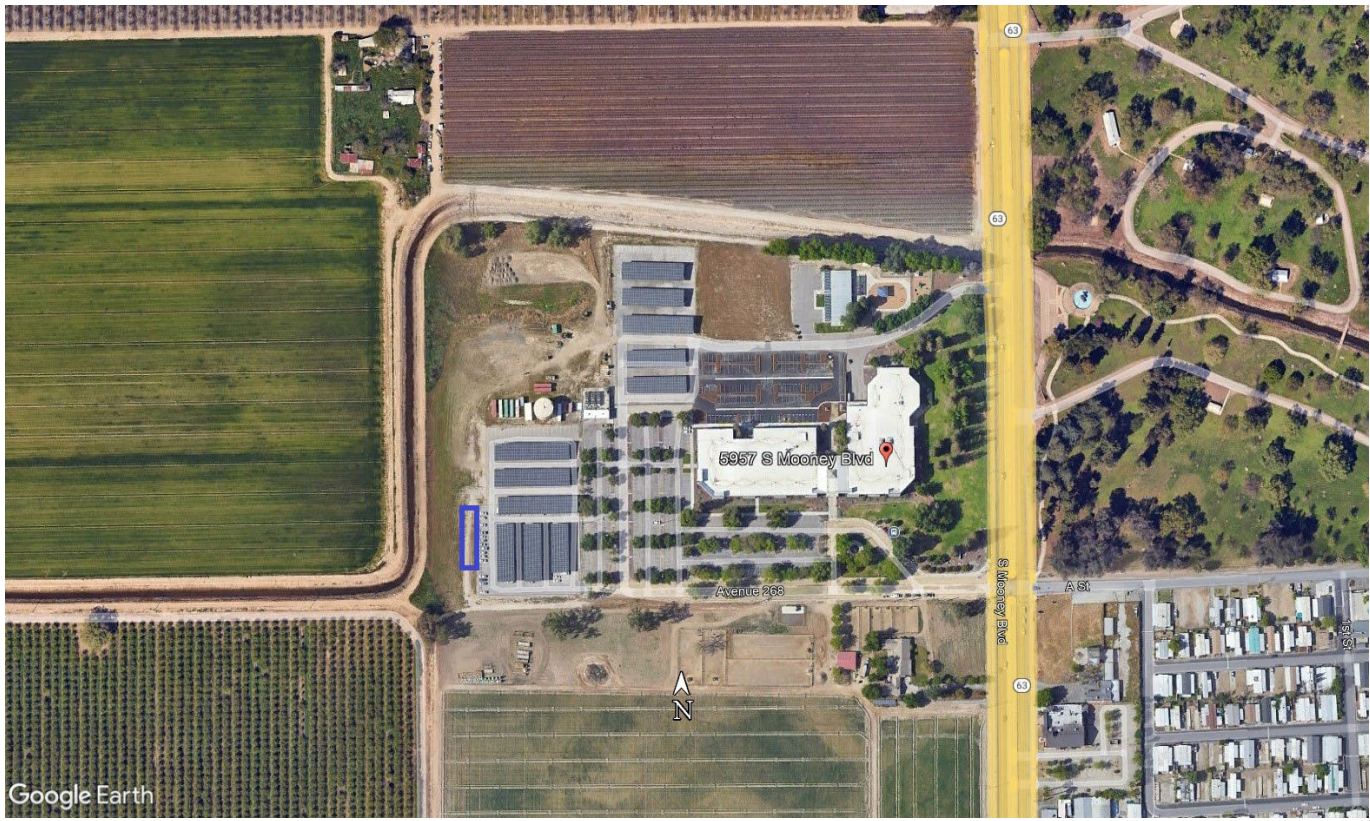


Exhibit B

**Tulare County and California Department of General Services
WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT**

Waiver: In consideration for being permitted to occupy and use a singular parking space which is located at 5957 S. Mooney Blvd., Visalia, for the period of time retroactive from October 22, 2024, through January 31, 2025, the California Department of General Services (DGS), its agents, officers, employees, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue County of Tulare (County), their officers, employees and agents from liability from any and all claims due to negligence, accidents or outside intentional torts resulting in personal injury or illness (including death), and property loss arising from the use of a parking space located in the secured parking area at 5957 S. Mooney Blvd., Visalia.

Assumption of Risk: Occupying a parking space/s on County property comes with certain risks that cannot be eliminated regardless of the care taken to avoid such loss. The specific risks in leaving a vehicle on County property include but are not limited to, theft, vandalism, fires, property damage and loss.

The State has read the previous paragraphs, and the State knows, understand, and appreciate these and other risks that are inherent. The State hereby assert that the State's participation is voluntary, and the State knowingly assume all such risks.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumed risk agreement is intended to be as broad and inclusive as is permitted by the Laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: The State has read this waiver of liability, assumption of risk and indemnity agreement, fully understands its terms, and understands that the State is giving up the State's rights, including the State's right to sue, subject to paragraph 17. The State acknowledge that the State is signing the agreement freely and voluntarily and intend by the State's signature to be a complete and unconditional release of liability to the greatest extent allowed by law. The State further understand that DGS has the authority and may sign on behalf of the State and DGS's signature below will be understood to be binding upon the State, its agents, officers, employees, personal representatives or assigns.

Approved
DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By: _____
Richard Scherer, Real Estate Officer
Real Estate Leasing and Planning Section

By: _____
Brian Hensley, Leasing Manager
Real Estate Leasing and Planning Section

Date: _____

Date: _____