

LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 346 N. PORTER ROAD PORTERVILLE, CA 93257

This Lease Agreement ("Agreement") is entered into on March 7 2023, between Robert A. Ruffa and Carolyn L. Ruffa, referred to as "LESSOR"; and the COUNTY OF TULARE, a political subdivision, referred to as "LESSEE", who agree as follows:

1. **LEASE.** LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the premises located at 346 N. Porter Road Porterville, CA 93257, hereinafter referred to as "the Premises" consisting of 1,500 square feet of office space.
2. **TERM/OPTION TO RENEW.** The term of this Lease Agreement shall commence upon Board approval (the "Effective Date") and shall expire 3 years thereafter. LESSEE shall have the option to renew this Lease Agreement for an additional 2-year term under the same terms and conditions by serving notice of exercise of the option to renew to LESSOR prior to the end of the term.
3. **RENT.** LESSEE shall pay to COUNTY monthly rent, without deduction, set off, prior notice, or demand of TWO THOUSAND-TWO HUNDRED AND FIFTY DOLLARS (\$2,250). Rent shall be prorated for any partial month at the rate of 1/30th of the monthly rent per day. Rent shall be increased by THREE PERCENT (3%) annually on the first day of the first month following the anniversary of the Effective Date.
4. **SECURITY DEPOSIT.** Upon Board approval of the Lease, LESSEE will deliver to LESSOR the sum of TWO-THOUSAND FIVE HUNDRED DOLLARS (\$2,500) as a security deposit. The security deposit may be held by LESSOR in its general account as security for the full and faithful performance by LESSEE of the terms, conditions, and covenants of this Lease. If at any time during the term of this Lease LESSEE defaults in the payment of rent, or LESSEE damages the Premises, LESSOR may apply all or a portion of the deposit to repair the damage. After LESSEE delivers possession of the Premises to LESSOR, LESSOR shall return the Security Deposit, less any amounts lawfully deducted, to LESSEE within the time period required by law.
5. **COUNTY'S DATE OF POSSESSION.** Upon commencement of the term, LESSEE will be entitled to exclusive possession of the Premises.
6. **ACCEPTANCE.** On the date that the LESSEE takes exclusive possession, the premises shall be in good condition. LESSEE's taking possession of the premises on the effective date shall constitute LESSEE's acknowledgment that, to the best of their knowledge, the premises are in good condition.
7. **USE.** LESSEE shall use the premises as office space for the County of Tulare. LESSEE shall not use the premises in any manner that will constitute waste or nuisance.
8. **MAINTENANCE.**
 - a. LESSOR will provide, at LESSOR'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. Except as expressly provided in this paragraph, at all times during the term, LESSEE shall keep and maintain the lease Premises, and

the improvements, in good order, condition, and repair. LESSEE shall be responsible for any repairs required as a result of LESSEE's use of the Premises, including damage caused by LESSEE or LESSEE's clients. LESSEE will be responsible for the replacement of light bulbs and air filters within the Premises. LESSOR'S 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. Unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the premises;

iii. Window frames, gutters, and downspouts on the building and other improvements in which the premises are located, unless damaged by LESSEE or LESSEE's clients;

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;

vi. Pest control;

b. LESSOR 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 lease, at no cost to LESSEE, 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 LESSOR will take immediate steps to protect persons and property. If the LESSOR does not take the necessary steps, LESSEE will have the right to repair or contract to repair and to be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to LESSEE within ten (10) days after LESSEE's delivery to LESSOR of a written statement bill evidencing the cost of the repair, LESSEE will have the right to deduct the cost of repair from the next monthly rent payment.

d. 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 LESSEE to LESSOR within thirty (30) days after date of notice, LESSEE will have the right to repair or contract to repair and be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to LESSEE within ten (10) days after LESSEE's delivery to LESSOR of a written statement or bill evidencing the cost of the repair, LESSEE will have the right to deduct the cost of repair from the next monthly rent payment.

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

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

10. **PREVAILING WAGE AND OTHER LABOR LAWS:** LESSOR acknowledges that any subsequent alterations LESSOR 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 LESSEE, 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 LESSEE 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, 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.

11. **ASSURANCES OF NON-DISCRIMINATION.** LESSOR 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.

12. **MECHANICS LIENS.** LESSEE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted under this Agreement. LESSEE 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 LESSEE.

13. **UTILITIES.** LESSEE shall make all arrangements for, and pay for gas, electricity and all connection charges. LESSOR will pay for water, sewer, trash and connection charges. LESSOR shall provide all fire extinguishers and related signs. LESSEE shall furnish, at its own expense, all janitorial services. LESSEE shall arrange for the installation of any and all telephones it shall require, and pay for any and all charges relating thereto.

14. INDEMNITY. To the fullest extent permitted by law, LESSOR 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 LESSOR, or under other applicable statute or ordinance; or resulting from LESSOR's or LESSOR's agents', employees,' contractors,' or invitees' 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.

15. INSURANCE. LESSOR acknowledges and agrees that LESSEE is a self-insured entity, and waives any requirement that LESSEE procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. Prior to execution of this Lease by LESSEE, Lessor shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth in Exhibit B attached, which outlines the minimum scope, specifications and limits of insurance required under this Lease. Additional insured endorsements required as outlined in Exhibit B shall not be used to reduce limits available to LESSEE 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 coverage, or to provide evidence of insurance renewal, for the duration of this lease, including any lease renewal or holdover period, may be considered a material breach of this Lease.

16. DESTRUCTION. In the event the leased space, or the building in which the leased space is located, is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for occupancy, in whole or in part, LESSEE 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.

17. 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) LESSEE may elect to terminate the tenancy by giving notice of same within ten (10) days of the date of the taking.

18. **ASSIGNMENT.** LESSEE shall not assign or encumber its interest in the tenancy, or sublease all or any part of the premises, without the consent of LESSOR, which such consent shall not be unreasonably withheld.

19. **DEFAULT.** The occurrence of any of the following shall constitute a default by LESSEE:

- a. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to LESSEE;
- b. 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 LESSEE.

Notices given under this section shall specify the alleged default and the applicable provisions of this agreement, and shall demand that LESSEE 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.

20. **SIGNS.** Subject to LESSOR's written approval, LESSEE shall have the right to place one sign on the window of the Premises, and one sign on the mezzanine area of the building immediately above the Premises in the existing sign frame. At LESSEE's option, LESSEE may place one sign panel on the shopping center sign with an additional monthly fee of FIFTEEN DOLLARS (\$15) for the maintenance and electricity of the frontage sign. LESSEE shall supply the sign panel to be placed on the sign. 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

21. **LESSOR'S ENTRY ON PREMISES.** LESSOR and his authorized representatives shall have the right to enter the premises at all reasonable times, and after reasonable notice to LESSEE, for any of the following purposes:

- a. To determine whether the premises are in good condition and whether LESSEE 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 lessees at any time during the tenancy.

22. **SURRENDER.** On expiration or other termination of the tenancy, LESSEE shall surrender the premises to LESSOR in good condition, ordinary wear and tear excepted. LESSEE shall remove all its personal

property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

23. HOLDING OVER. If LESSEE, with LESSOR'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 sixty (60) days' notice given at any time by either party. During any such month-to-month tenancy, LESSEE shall pay all rent required by this agreement, all other provisions of which shall apply to the month-to-month tenancy.

24. TERMINATION. Either party may terminate this Agreement for cause upon ten (10) 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.

25. REDUCTION OF LESSEE'S FUNDING. Lessor acknowledges that County is dependent upon certain Federal and/or State funding to pay the rent provided for in this Agreement. If such funding is discontinued or reduced, then County, in its sole discretion, may (i) reduce the amount of space occupied by County hereunder, or (ii) terminate the Lease, by giving Lessor not less than 60 calendar days' notice of the reduction or termination. County will also promptly notify Lessor of any serious proposals to terminate or reduce such Federal or State funding for any County departments or programs occupying space in the Premises to the extent that such proposals come to County's attention prior to final action discontinuing or reducing such funding. If County elects to reduce the amount of space occupied, then Lessor will reduce the rent thereafter payable by a pro-rata reduction based on the reduction in square footage occupied by County hereunder. If County's notice reduces the amount of space occupied by County by more than 50%, then Lessor may instead elect to terminate this Lease by delivering to County a written notice of such election within 10 calendar days of delivery of County's notice. If Lessor elects to terminate, then this Lease will terminate not less than 60 calendar days after delivery of Lessor's notice of termination."

26. 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.

27. 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:

LESSEE: 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. Burrell Ave Suite 200
Visalia, CA 93291

LESSOR: Robert Arnold Ruffa and
Carolyn Lucinda Ruffa
344 N. Porter Road
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

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

29. **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.

30. **NO THIRD PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third party benefit or enforceable legal or equitable right or remedy.

31. **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.

32. **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.

33. **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.

34. **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.

35. **ACKNOWLEDGEMENT & RIGHT TO RECORD MEMORANDUM.** LESSOR and LESSEE will sign a Memorandum of Lease in the form set forth in Exhibit E, 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. **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


37. 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.

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

LESSOR

Date: 2-15-23


By: 
Robert Arnold Ruffa

Date: 2-15-23

By: 
Carolyn Lucinda Ruffa

LESSEE

COUNTY OF TULARE

By: 
Chair, Board of Supervisors
DENNIS TOWNSEND

ATTEST: JASON T. BRITT
County Administrative Office / Clerk of
the Board of Supervisors

By: 
Deputy Clerk



Approved as to form:
County Counsel


By: 
Deputy County Counsel
Matter ID:2023131

Exhibit A

Premises

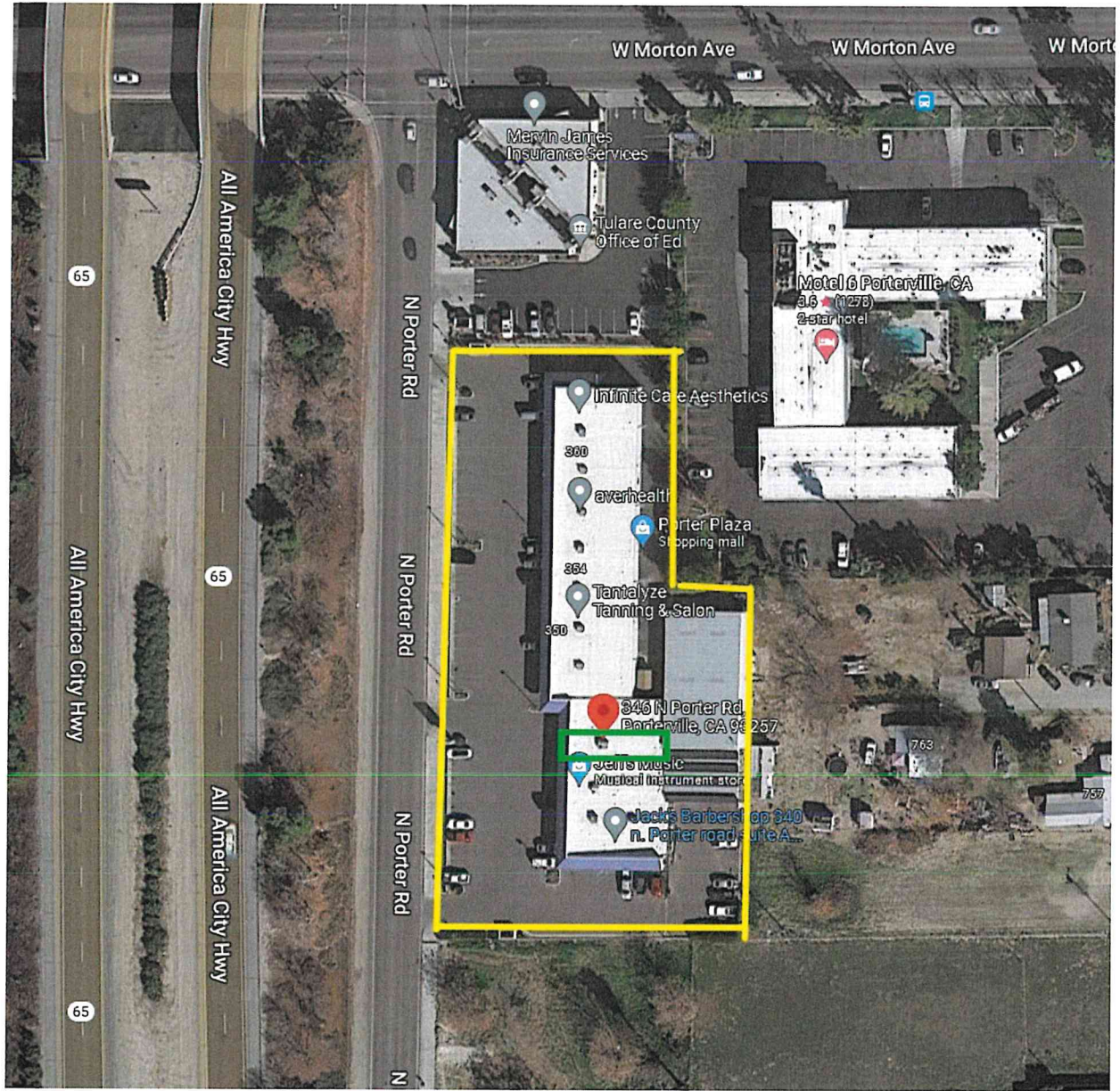


Exhibit B

LEASES WITH COUNTY AS LESSEE
INSURANCE REQUIREMENTS

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 LESSEE, 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 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
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 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.

Rev. 8/8/17