

**PUBLIC BENEFIT PROGRAM AND SUBLEASE AGREEMENT BETWEEN
COUNTY OF TEHAMA AND TEHAMA COUNTY OPPORTUNITY CENTER, NC.,
DOING BUSINESS AS NORTH VALLEY SERVICES**

This agreement is entered into and between the County of Tehama (Lessor) and Tehama County Opportunity Center, Inc., a California nonprofit corporation doing business as North Valley Services, (Lessee) for the operation of a public benefit program and the sublease of the Corning Courthouse property to be used to carry out that program.

1) OPERATION OF PUBLIC BENEFIT PROGRAM

During the term of this Agreement, Lessee shall operate an adult day support center upon the leased premises, consisting of a community-based program for adults with developmental disabilities, thereby serving a public purpose of the County of Tehama. The Board of Supervisors of the County of Tehama hereby finds and determines that the premises leased hereunder will not be needed for county purposes during the term of this Agreement, and makes this property available to Lessee in furtherance of the program described above pursuant to Government Code section 26227.

2) DESCRIPTION OF LEASED PREMISES AND SUBORDINATION TO MASTER LEASE

Lessor hereby leases to Lessee the premises described in Exhibit 'A' (the "Premises") for the purposes described in Section 1, and for no other purpose whatsoever, subject to the terms, conditions, and restrictions set forth herein.

3) RENT

Lessee agrees to pay to Lessor a fixed Monthly Rental Sum for the use and occupancy of the Premises, as set forth below:

- A. The Monthly Rental Sum for the period from July 1, 2025, through June 30, 2026, shall be \$3,371.55.
- B. The Monthly Rental Sum for the period from July 1, 2026, through June 30, 2027, shall be \$3,472.70.
- C. The Monthly Rental Sum for the period from July 1, 2027, through June 30, 2028, shall be \$3,576.88.

Rent shall be paid by check payable to "County of Tehama" in advance on or before the first day of each month during the term of this agreement. Payment shall be delivered or mailed to the Lessor at the address in section 28 below.

As and for additional rent, Lessee shall pay all personal property taxes and assessments, insurance costs, maintenance costs and utilities of and for the Premises during the term of this Agreement and all other sums expressly required to be paid by Lessee pursuant to the terms of this Agreement, subject to the terms and conditions contained in this Agreement.

4) TERM OF AGREEMENT

This agreement shall commence on April 1, 2022, and continue until March 31, 2025, unless terminated in accordance with Section 2.B or Section 6 below. In the event Lessee holds over and continues in possession of the premises after expiration of the term, Lessee's continued occupancy of the premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this Agreement.

5) TERMINATION OF AGREEMENT

If Lessee violates any of the terms or provisions of this agreement, including without limitation any failure to pay rent as required, then Lessor shall have the right to terminate this agreement effective immediately upon Lessor giving written notice thereof to the Lessee. The County's right to terminate this agreement may be exercised by the Chief Administrator. No act of Lessor shall be construed as terminating this Agreement except written notice given by Lessor to Lessee advising Lessee that Lessor elects to terminate the Agreement. In the event Lessor elects to terminate this Agreement, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the Agreement.

6) SURRENDER OF PREMISES

Upon expiration or earlier termination of this Agreement, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they were upon the date of execution of this Agreement, reasonable wear and tear excepted. The Premises shall be free from hazards, and clear of all personal property and debris.

7) "AS-IS"

The Premises are leased to Lessee in an "AS-IS" condition and Lessor has no obligation to Lessee to maintain, repair, improve, or alter the Premises either prior to or during the term of the Agreement. Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Agreement or the suitability of the Premises for Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon Lessor for any improvements or alterations thereof.

8) MUTUAL PARKING

- A. The parties acknowledge and agree that the leased premises includes approximately 29 marked parking spaces, depicted on Exhibit "C" hereto as "Leased Parking." The parties further acknowledge and agree that Lessor owns an additional paved area easterly of the leased premises, depicted on Exhibit "C" as "Additional County-owned Parking." These two areas are collectively referred to as the "Provided Parking,"
- B. Lessor and Lessee shall each allow the other party and their clients, patrons, and invitees to use the Provided Parking for purposes of vehicle parking related to the adjacent facilities operated by the parties (except for the area marked "Lessee Secure Parking," which Lessee may reserve for Lessee's exclusive use). Lessor and Lessee shall equally have access to the entirety of the Provided Parking on a first come, first served basis.
- C. In consideration of the foregoing, and without limiting Lessee's obligation to maintain the leased Premises, Lessee shall further, at its own expense, mow and otherwise maintain the landscaping

on Lessor's property adjacent to the Additional County-owned Parking in a safe and attractive condition during the term of this Agreement.

9) CARE AND MAINTENANCE

At the signing of this agreement, Lessee acknowledges the premises are in good, clean, safe, and rentable condition suitable for Lessee's use. Lessee agrees to maintain the premises in good order and repair during its tenancy. Lessee shall at its own cost and expense keep and maintain all portions of the Premises, including all improvements located on the Premises, in good order and repair and in as safe and clean a condition as they were when received by Lessee from Lessor, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Lessee will, at its sole cost and expense, promptly repair any damage or injury to the Premises (reasonable wear and tear excepted) arising from or related to Lessee's use or occupancy of the Premises. All repairs and replacements shall: (a) be made and performed by reputable licensed contractors or mechanics, (b) be at least equal in quality, value and utility to the original work or installation, and (c) be in accordance with all laws, regulations, and ordinances.

10) ALTERATIONS/LIENS

Lessee may make any and all improvements or alterations to the Premises that are reasonably necessary to establish an adult day support center upon the Premises. Lessee shall make such improvements in compliance with all applicable law and at Lessee's sole cost and expense. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished or operations conducted on the Premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, improvements, and fixtures made or placed in or on the premises by Lessee or any other person shall on expiration or earlier termination of this Agreement, become the property of Lessor and remain on the premises, except trade fixtures which Lessee shall be permitted to remove from the leased premises at any time during the term hereof or within thirty (30) days after expiration or sooner termination of this Agreement. Lessee shall restore any damage to the Premises caused by the removal of such trade fixtures.

11) IMPROVEMENTS AND PERSONAL PROPERTY

Lessee will be solely responsible for any risk of loss, damage to, or destruction to any of the improvements located upon the Premises and to Lessee's personal property located upon the Premises. Lessor shall not be responsible for any damage to or destruction to any improvements located upon the Premises or to any personal property of Lessee, their employees or invitees, unless caused by the sole negligence or willful misconduct of Lessor or its agents. Lessor shall not, under any circumstances be liable for any consequential, exemplary, incidental or punitive damages, or for any compensation or claim whatsoever for inconvenience, loss of business, or annoyance arising from or relating to the Lessee's loss of use of the Premises or any such personal property. Any property of Lessee installed or located in the Premises must be removed promptly upon expiration or other termination of this Agreement. Any property of Lessee not removed within that time may be removed, stored, or disposed of by Lessor at the expense of Lessee.

12) ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in said premises without the prior written consent of Lessor. Neither shall Lessee sublet said premises or any part thereof or allow any other persons, other than Lessee's agents and servants, to occupy nor use said premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise is void and shall, at the option of Lessor, terminate this Agreement.

13) UTILITIES

Lessee shall pay all utility costs for electricity, telephone, gas, water, sewer, garbage pickup and disposal, and other public utilities for the Premises during the term of this Agreement. All such charges shall be paid by Lessee directly to the providers of the services and shall be paid as they become due and payable, but in any event, before delinquency.

14) ENTRY AND INSPECTION

Lessor and its agents shall have the right to enter the Premises at all reasonable times as scheduled with Lessee (and at any time during an emergency) for all of the following purposes: inspection of the Premises, inspection to assure that Lessee is complying with the terms of this Agreement, and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises or for the purpose of performing Lessor's duties under this Agreement. While accessing the Premises, Lessor agrees to not unreasonably interfere with Lessee's use of the Premises pursuant to this Agreement.

15) INDEMNIFICATION

Lessee shall and hereby does indemnify, defend (with counsel satisfactory to the Lessor), and save harmless the Lessor, and its elected and appointed officers, employees, and agents, from and against any and all liability, damages, attorney fees, costs, expenses (including defense costs and legal fees), or losses of any kind whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, directly or indirectly arising from or related to the exercise by the Lessee, its officers, employees, agents, or invitees, of the rights granted by this Agreement, it's or their use of the Premises, or any other act or omission of the Lessee related to the parties' relationship set forth in this Agreement, including from any failure by Lessee to comply with the terms of this Agreement. Without limiting the generality of the foregoing, the Lessee's obligation to defend and indemnify shall include any losses from or relating to any operations conducted by the Lessee in the Premises that attract third parties and members of the general public to the Premises (including, without limitation, any liability or loss related to the compliance or noncompliance of the Premises with any Federal, State and local laws, regulations, ordinances, codes and orders including the Americans with Disabilities Act and similar State and local laws addressing accessibility by individuals with disabilities), and further includes any Workers'

Compensation proceeding, liability, or expense, arising from or related to services performed on behalf of the Lessee by any person pursuant to this Agreement. The Lessee's obligation to defend will commence immediately upon the assertion of any claim or demand for an indemnified loss by or against Lessor that is tendered to the Lessee, shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to liability, damages, attorney fees, costs, expenses (including defense costs and legal fees), or losses caused by the sole negligence or willful misconduct of Lessor, or its officers, employees or agents. Lessee's indemnification and defense obligations under this Section shall survive the termination or expiration of this Agreement.

16) INSURANCE REQUIREMENTS

To the extent not included therein, Lessee will maintain, or cause to be maintained, at no cost to Lessor, insurance of the type and with coverage amounts set forth in Exhibit "B", which is attached to and made a part of this Agreement. Lessee further understands and acknowledges that whatever insurance or self-insurance coverage Lessor chooses to maintain related to the Premises is for Lessor's sole benefit, and not for the parties' mutual benefit.

17) PREVAILING WAGE

Lessee certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Lessee acknowledges that Lessor has made no affirmative representation to Lessee, in the call for bids, or otherwise, that the work to be covered by the bid or contract is or is not a "public work," and nothing in this Agreement shall be construed as an agreement or concession by Lessee that the Prevailing Wage Laws apply to any work performed at the Premises by or on behalf of Lessee. Lessee shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Lessee or its subcontractors to comply with the Prevailing Wage Laws at the Premises. To the fullest extent permitted by law, Lessee hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781 for claims arising from or relating to this agreement or to the Premises.

18) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19) LESSOR TITLE

Lessor represents and warrants it has the authority to enter into this agreement with Lessee. Lessee hereby acknowledges the interest of Lessor in and to the Premises and agrees never to assail, contest, or resist said interest.

20) SUBORDINATION

This Agreement is and shall be subordinated to all existing liens and encumbrances against the property.

21) TAXATION OF LEASED AREA

- A. Pursuant to Revenue and Taxation Code section 107.6, Lessee is hereby notified that the interest (as defined in California Revenue and Taxation Code Section 107) in the Premises created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.
- B. Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Premises and any improvements located thereon, or upon Lessee's possessory interest.
- C. If Lessee fails to pay any lawful taxes or assessments upon the Premises which Seller is obligated to pay, Seller will be in default of the Agreement.
- D. Lessor reserves the right to pay any such tax, assessment, fee, or charge, and all monies paid by Lessor shall be repaid by Lessee to Lessor upon demand.

22) WASTE OR NUISANCE

Lessee shall not commit or permit the commission by others of any waste on the premises; Lessee shall not maintain or commit or permit the maintenance or commission of any nuisance as defined in Civil Code Section 3479 on the premises, and Lessee shall not use or permit the use of the premises for any unlawful purpose. Lessee shall not engage in or permit any activity or condition on the Premises, outside of tenant improvements and those activities and conditions normally incident to Lessee's intended use of the Premises as set forth in Section 1, which will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the building or its contents.

Lessee shall not keep or generate hazardous substances about the Premises except that Lessee may use and maintain small quantities of common chemicals customarily used in an office such as adhesives, lubricants, touch-up paint, florescent lighting and cleaning fluids in order to conduct its activities at the Premises.

23) NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

Lessee shall report to Lessor any accident or incident relating to Lessee's activities on the Premises which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Lessor and/or Lessee. Such report shall be made in writing within one week of Lessee's knowledge of such occurrence.

24) NO RELOCATION ASSISTANCE

Lessee hereby disclaims any status as a "displaced person," and hereby acknowledges its ineligibility for relocation assistance under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.) upon the future expiration or other termination of this Agreement.

25) NON-DISCRIMINATION

Lessee shall comply with all applicable federal and California laws and regulations relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, sex (including gender, pregnancy, childbirth, or related medical conditions), veteran status, marital status, sexual orientation, or disability, including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 and Labor Code section 1735, Title VII of The Civil Rights Act of 1964, The Civil Rights Act of 1990, The Americans With Disabilities Act of 1990.

26) RELATIONSHIP OF THE PARTIES

Lessee and Lessor hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this Agreement, each party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this Agreement between Lessee and Lessor. Neither Lessee nor the Lessor, nor any other person or entity performing services on behalf of either party pursuant to this Agreement, will have any right or claim against the other party under this Agreement for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other party.

27) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent by first-class mail to the following addresses:

If to Lessor: Chief Administrator County of Tehama
 727 Oak Street
 Red Bluff, CA 96080 (530) 527-4655

If to Lessee: Chief Executive Officer
 North Valley Services
 11799 Highway 99W Red Bluff, CA 96080

Notice shall be deemed to be effective two days after mailing.

28) ENTIRE AGREEMENT

This instrument, including Exhibits "A" through "C" attached hereto, constitutes the sole and only agreement between Lessor and Lessee respecting the premises, the leasing of the premises to Lessee, or the lease term created under this Agreement, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. The terms of this agreement may not be modified by oral agreement. No modification of this agreement shall be valid unless it is in writing and signed by both parties.

29) LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

30) COMPLIANCE WITH LAWS AND REGULATIONS

Lessee shall, at Lessee's own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, both federal and state, and county or municipal in connection with its use and occupancy of the Premises, including those requiring capital Improvements to the Premises, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. The foregoing sentence notwithstanding, if the projected costs of capital improvements or repairs required by law to be made to the Premises exceed the worth of one year's rent under this Agreement (calculated at the rental rate in effect at the time the governmental entity communicates the required capital improvements to Lessor or Lessee, whichever is earlier), Lessee may, at Lessee's sole option, terminate this Agreement without further liability for rent rather than undertake the required capital improvements.

31) BINDING ON HEIRS AND SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee; but nothing in this section shall be construed as a consent by Lessor to any assignment of this Agreement or any interest therein by Lessee.

32) TIME OF ESSENCE

Time is expressly declared to be of the essence by both parties.

33) WAIVER OF BREACH

The waiver by Lessor of any breach by Lessee of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee. either of the same or another provision of this Agreement.

34) EMINENT DOMAIN

If the Premises, or any part thereof materially affecting Lessee's use of the Premises, shall be taken eminent domain, this Agreement shall terminate on the date when the title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

35) DESTRUCTION OF PREMISES

If the Premises or any portion thereof are altered, destroyed, or damaged by fire or other casualty so as to materially hinder effective use of the facilities, through no fault or negligence of Lessee, Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor. In such event, Lessee shall have no obligation to repair any damage to any portion of premises.

36) DEFAULT

If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any such default within thirty (30) days after notice from Lessor, then the Lessor may terminate this Agreement. On the date specified in such notice the term of this Agreement shall terminate, and Lessee shall then quit and surrender the premises to Lessor, and Lessor may recover from Lessee any unpaid rents, charges, fees, or other payments due through the time of termination of the Agreement. If this Agreement shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and other effects.

If Lessor defaults in the performance of any of the covenants or conditions hereof, Lessee may give Lessor notice of such default, and if Lessor does not cure any such default within thirty (30) days after notice from Lessee, then the Lessee may terminate this Agreement.

37) TERMINATION BY LESSOR

Lessor reserves the right to terminate this Agreement on thirty (30) days' notice for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

- A. Filing a petition of voluntary or involuntary bankruptcy with the respect to Lessee.
- B. Making by Lessee of any general assignment for the benefit of creditors.
- C. Failure of Lessee to pay promptly when due all rents, charges, fees, or other payments in accordance with this Agreement.
- D. Failure of Lessee to remedy any default, breach, or violation of any provision of this Agreement within thirty (30) days after notice from Lessor.

38) TERMINATION BY LESSEE

Lessee reserves the right to terminate this Agreement on thirty (30) days' notice for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

- A. Failure of Lessor to remedy any default, breach, or violation of any provision of this Agreement within thirty (30) days after notice from Lessee.
- B. A governmental entity court determines that Prevailing Wage laws apply to work or maintenance performed by or on behalf of Lessee to or on the Premises.

39) SIGNAGE

Lessee shall be permitted to erect signs, placards and banners relating to its name and offered services on the Premises, provided that Lessee's signage shall comply with applicable local laws and ordinances.

IN WITNESS WHEREOF, Lessor and Lessee have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Chairperson, Tehama County Board of Supervisors

NORTH VALLEY SERVICES

Date: _____

Chief Executive Officer

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

That certain real property located in the City of Corning, County of Tehama, State of California, and more particularly described as follows:

Lots 1 through 7, Block 48, Western Addition to the Town (now City) of Corning, as the same are shown on the map filed in the Tehama County Recorder's Office, March 17, 1900 in Book B of Maps, at Page 7.

Exhibit B

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made

basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County reserves

the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT "C"
Yolo St

Yolo St

Additional County-
owned Parking

Leased
Parking

Lessee Secure
Parking

