

## **NAPA COUNTY AGREEMENT NO. 260007B**

### **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease Agreement") is made and entered into in Napa County, California, this 1st day of July, 2025, ("Effective Date") by and between JOHN TUTEUR, TRUSTEE OF THE WALTRAUD AND JOHN TUTEUR 1989 REVOCABLE FAMILY TRUST, hereinafter referred to as "Lessor," and NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County."

### **RECITALS**

- A. Lessor is the owner of that real property identified as Assessor's Parcel Number 002-152-012, located at 1917 First Street, Napa, California ("Leased Premises" or "Premises").
- B. On May 5, 2015, by Lease Agreement 8307, (followed by Amendment 1 effective July 1, 2020 renumbered 170073B), Lessor leased to County the Premises.
- C. The foregoing lease agreements and amendments are due to expire on June 30, 2025.
- D. Lessor and County now mutually wish to enter into a new lease agreement, and all terms and conditions under Lease Agreement 8307 (renumbered 170073B) are rescinded and replaced by the terms of this Lease Agreement.
- E. For good and valuable consideration, the sufficiency of which is acknowledged, County and Lessor agree as follows:

### **AGREEMENT**

#### **ARTICLE I – DESCRIPTION OF PREMISES**

**1.1 Description of Premises.** Lessor hereby leases to County, and County hires from Lessor, on and subject to all of the conditions hereinafter set forth, those certain premises ("Premises"), identified as APN 002-152-012, in said City and County, commonly known as 1917 First Street, Napa, California, and in accordance with the Contract Documents. The Contract Documents consist of this Lease Agreement and its Exhibit(s).

**1.2 Use of Premises.** County shall use the premises to house various programs for the Napa County Health and Human Services Agency. Lessor shall provide access to the premises 24 hours per day, 365 days per year.

### **1.3 Facilities, Utilities, Custodial, Maintenance, Furnishings and Equipment Furnished by Lessor, Keys, Taxes, County's Remedies, and Alterations.**

**1.3.1 Heating, Lighting, Water and Electrical Service.** It is understood and agreed that Lessor shall provide satisfactory and adequate heating, air conditioning, water, and electrical service facilities for the Leased Premises. Lessor agrees to maintain such facilities in reasonably good working order, repair and operation during the term of the Lease Agreement.

**1.3.2 Payment of Utility Bills and Services.** County agrees to pay for all gas and electricity, water, sewer, garbage and telecommunication service during the term of the lease.

**1.3.3 Custodial and Maintenance Service.** Lessor agrees to maintain in good condition the exterior of the leased premises, including walls, roof, glass windows, doors, paving and walks. Lessor agrees to provide and properly care for and maintain all walkways and all grounds landscaping. Lessor shall adequately maintain and repair the heating and air conditioning system (HVAC), the plumbing and electrical systems and fixtures, and the overall structural systems and components of the building. County agrees to maintain the interior of the leased premises in good condition and repair, subject to reasonable use and wear thereof. County shall be responsible for the repair of the fire alarm, carbon monoxide and burglar alarm systems, appliances, and replacement of light bulbs on the interior of the premises. Appliances that cannot be reasonably repaired by County shall be replaced by Lessor at Lessor's expense. County shall be responsible for the repair of any damage caused to the premises by County, its employees, clients, or guests. County shall provide at its own cost, custodial services for the interior of the premises. County shall be responsible for continuous monitoring and testing services of the fire alarm, carbon monoxide, backflow preventer and burglar alarm system.

**1.3.4 Telephone, Computer and Wi-Fi Services.** County shall provide telephones and computers. County shall arrange and pay for necessary connectivity of telephone, computer, Wi-Fi services and internet.

**1.3.5 Furnishings and Equipment Provided by Lessor.** [RESERVED]

**1.3.6 Keys.** County shall have full control of key access to the facility using County's keys. County shall provide access to Lessor within 72-hours of a request except in an emergency situation in which case access shall be provided as quickly as possible after request by Lessor.

**1.3.7 Taxes.** Lessor shall pay all City, County, State or Federal taxes of any type whatsoever relating to the leased premises, the building which the leased premises are contained within and appurtenances thereto. County shall reimburse Lessor for the Napa Sanitation District sewer use charges as shown on the tax bill.

**1.3.8 County's Remedies.** Lessor shall have 20 days after notice from County to commence to perform its obligations under this Article, except that Lessor shall perform its obligations immediately if the nature of the problems presents a hazard or emergency. If Lessor does not perform its obligations within the time limitations in this paragraph, County may perform the obligations and be reimbursed by Lessor for the sum County actually expends in the performance of Lessor's obligations. If Lessor does not reimburse County within 30 days after demand from County, County shall have the right to withhold from future rent due the sum County has expended until County is reimbursed in full.

**1.3.9 Alterations.** County shall not alter, change or modify the leased premises in any manner or permit any alterations without the written consent of Lessor except for nonstructural alterations to the interior of the premises which County requires in order to conduct its business on the premises, for which no prior consent of the Lessor shall be required. For the purpose of this paragraph, all interior walls shall be considered structural improvements. In either event, any alteration or additions shall become the property of Lessor with the exception of personal property that can be removed without injury to the premises, which shall remain the property of County.

## **ARTICLE II – DURATION OF AGREEMENT**

**2.1 Term of the Lease Agreement.** The term of this Lease shall begin on the Effective Date entered on page 1 of this Lease Agreement. Unless terminated earlier in accordance with this Article, the term of the Lease Agreement shall terminate on June 30, 2028.

**2.2 Termination for Convenience.** County may terminate this Lease Agreement at its sole option and for its convenience, by giving 60 days prior written notice of such termination to the Lessor. The termination of the Lease Agreement shall be effective 60 days after receipt of the notice by the Lessor. All rents will remain due and payable during the termination notice period. For purposes of this Paragraph, notice of termination on behalf of County may be given by the Director of Health and Human Services and/or the Director of Public Works.

**2.3 Termination for Cause.** If County defaults in the payment of rent or in the performance of any of the other covenants or conditions of this Lease Agreement, Lessor shall give County notice of such default and if County does not cure such default, or take substantial steps toward such a cure to the satisfaction of Lessor, within ten (10) days after the giving of such notice, then Lessor may either terminate this Lease Agreement forthwith or continue this Lease Agreement in full force and effect for such time as Lessor specifies by written notice to County. Upon Lessor's election to terminate this Lease Agreement due to default by County, County shall immediately quit and surrender the premises to Lessor. If this Lease Agreement is terminated by Lessor for such default, Lessor may at any time thereafter resume possession of the leased premises by any lawful means and remove County or other occupants and their effects. If Lessor defaults in the performance of any of Lessor's obligations of this Lease Agreement, County shall give Lessor notice of such default and if Lessor does not cure such default, or take substantial steps toward such a cure to the

satisfaction of County, within ten (10) days after the giving of such notice, then County may either terminate this Lease Agreement, allowing sufficient time for County to vacate the Premises, as specified in the written notice to Lessor. During the time set forth in such notice, the terms of this Lease Agreement shall remain in full force and effect and County shall continue to pay rent at the rate set forth in this Lease Agreement for the time that County occupies the Premises.

**2.3.1 Absence of Default.** If after County gives notice of termination for cause, it is determined that Lessor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.2.

**2.4 Purchasing Agent's Authority.** The County Purchasing Agent, Director of Health and Human Services and/or the Director of Public Works or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Lease Agreement.

**2.5 Surrender of Premises Upon Expiration of the Lease Agreement and Holdover.** Upon expiration of this Lease Agreement or termination thereof in any lawful manner, County shall surrender and deliver up the leased premises and fixtures and furnishings provided by Lessor in as good order and condition as the same were upon the date of commencement of this Lease Agreement, or in which they may have been put in compliance with the provisions of this Lease Agreement during the term or any renewals or extensions thereof, reasonable wear, tear and use excepted. If County, with Lessor's consent, remains in possession of the leased premises after expiration or termination of the Leased Agreement, such continued possession by County shall be deemed to be a month-to-month tenancy terminable on 30 days' written notice given at any time by either party. All provisions of this Lease Agreement shall apply to such holdover month-to-month tenancy.

### ARTICLE III – RENTAL FEE

**3.1 Rental Fee.** The total monthly rental amount for the leased premises from commencement of the term through June 30, 2028 shall be payable in arrears during the periods noted:

July 1, 2025 through June 30, 2026	\$3,650.82 per month
July 1, 2026 through June 30, 2027	\$3,723.84 per month
July 1, 2027 through June 30, 2028	\$3,798.32 per month

**3.2 Procedure for Payments.** It is understood and agreed that County will pay Lessor the monthly rental in arrears as long as this agreement remains in full force and effect.

### ARTICLE IV – INSURANCE

**4.1 Insurance.** County shall obtain and maintain in full force and effect throughout the term

of this Lease Agreement, and thereafter as to matters occurring during the term of this Lease Agreement, the insurance coverage set forth in Exhibit A.

**4.2 Inclusion in Sublessees.** County shall require any Sublessees and any other entity or person using the Leased Premises under this Lease Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit A.

## **ARTICLE V – INDEMNIFICATION**

**5.1 Indemnification and Hold Harmless.** Lessor shall defend, indemnify, and hold harmless County as well as its officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for all liability or claims for injury to any person or damage to any property occurring in, on, or about the Leased Premises, or any common areas, or arising from any negligent or intentional act or omission of Lessor or the officers, agents, or employees of Lessor. County shall defend, indemnify, and hold harmless Lessor as well as its officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for all liability or claims for injury to any person or damage to any property occurring on those Leased Premises exclusively within the County's control or arising from any negligent or intentional act or omission of County or the officers, agents, or employees of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

## **ARTICLE VI – DESTRUCTION – DUTY OF REPAIR**

**6.1 If Repairable.** If, during the term of the lease, the leased premises or the building and other improvements in which the leased premises are located are totally or partially destroyed from any cause, rendering the leased premises totally or partially inaccessible or unusable, Lessor shall restore the leased premises or the building and other improvements in which the leased premises are located to substantially the same condition as they were in immediately before the destruction if the restoration can be made under the existing laws and can be completed within 90 working days after the date of the destruction. In the event of such timely restoration, the destruction shall not terminate this lease; however, rent payments shall be adjusted accordingly.

**6.2 If Not Timely Repairable.** If the restoration cannot be made in the time stated in 6.1 above, then within 15 days after the parties determine that the restoration cannot be made in the time stated in this paragraph, County may terminate this Lease Agreement immediately by giving notice to Lessor. If County fails to terminate this Lease Agreement and if restoration is permitted under the existing laws, Lessor, at its election, may either terminate this Lease Agreement or restore the leased premises or the building and other improvements in which the leased premises are located within a reasonable time and this Lease Agreement shall continue in full force and effect. If the existing laws

do not permit the restoration, either party may terminate this Lease Agreement immediately by giving written notice to the other party.

## **ARTICLE VII – MANDATORY COUNTY PROVISIONS**

**7.1 Compliance with County Policies.** [RESERVED]

**7.2 Inducement of County Employees.** [RESERVED]

## **ARTICLE VIII – COMPLIANCE WITH LAWS**

**8.1 Compliance with Controlling Law.** Lessor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Lease Agreement. Lessor shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**8.2 Conflict of Interest.** Lessor acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. County confirms that Lessor also holds the position of Napa County Assessor-Recorder-County Clerk, a public office. County confirms that the filing of Lessor's annual Statement of Economic Interests (Form 700) for his public office meets the requirements of this paragraph by Lessor. Lessor hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Lease Agreement. Lessor further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Lease Agreement. Violation of this paragraph by Lessor is a material breach of this Lease Agreement which may result in termination of the Lease Agreement for cause.

**8.3 Possessory Interests.** [RESERVED]

## **ARTICLE IX – DISPUTE RESOLUTION**

**9.1 Mandatory Non-binding Mediation.** If a dispute arises out of or relates to this Lease Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

**9.2 Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct



request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**9.3 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Landlord and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

**9.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

**9.5 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

## **ARTICLE X – GENERAL PROVISIONS**

**10.1 Access to Records/Retention.** Lessor shall provide County with access to Lessor's records which are reasonably necessary for County to review or audit Lessor's compliance with the provisions of this Lease Agreement. Lessor shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Lessor's place of business where the records are kept. Lessor shall maintain all records related to this Lease Agreement for at least four years after expiration or termination of this Lease Agreement.

**10.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Unless hard copies are required by law or any other provision of this Lease Agreement, the Parties agree that notices can be delivered by email, which notices shall be deemed received the same day they were sent.

COUNTY: Napa County Department of Public Works  
Attn: Rents and Leases  
1195 Third Street, Suite 101  
Napa, California 94559  
RealEstate@countyofnapa.org

LESSOR: John Tuteur, Trustee of the Waltraud and John Tuteur 1989  
Revocable Family Trust  
1393 Green Valley Road  
Napa, CA 94558-4054

**10.3 Contract Interpretation.** This Lease Agreement and all Contract Documents shall be deemed to be made under and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the space to be provided and the use to be allowed. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 10.3.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 10.3.1 This Lease Agreement.
- 10.3.2 The Exhibits to this Lease Agreement.

**10.4 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Lease Agreement, and the decision of whether to seek advice of legal counsel with respect to this Lease Agreement is the sole responsibility of each party. This Lease Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Lease Agreement.

**10.5 Third Party Beneficiaries.** Unless expressly set forth in this Lease Agreement, none of the provisions of this Lease Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Lessor shall have the right to enforce any of the provisions of this Lease Agreement.



**10.6 Force Majeure.** In the event that either party is delayed or prevented from performing any of their respective non-monetary obligations under this Lease Agreement due to causes which are outside the control of both parties and their sublessees, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performing their obligations or undertakings provided in this Lease Agreement. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**10.7 Confidentiality of Services.** [RESERVED]

**10.8 Insolvency.** Lessor shall notify County if Lessor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until termination of this Lease Agreement.

**10.9 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Lease Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

**10.10 Venue.** This Lease Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Lease Agreement for the purpose of interpreting or enforcing any provision of this Lease Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Lease Agreement for the purpose of interpreting or enforcing any provision of this Lease Agreement shall be in the Northern District of California.

**10.11 Exhibits Incorporated.** All Exhibits referenced in this Lease Agreement are hereby incorporated into the Lease Agreement by this reference.

**10.12 County Powers.** Nothing contained in this Lease Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Lease Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**10.13 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Lease Agreement shall survive the early termination or expiration of this Lease Agreement. Such obligations include, but are not limited to, paragraphs 10.1 (Access to Records/Retention), 10.7 (Confidentiality of Services), and Article IX (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Lease Agreement.

**10.14 Severability.** Should any provision of this Lease Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Lease Agreement, but rather, the Lease Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Lease Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Lease Agreement.

**10.15 Amendment/Modification.** This Lease Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of County to secure such authorization in writing shall constitute a waiver of any and all rights to adjustment in rental amount or contract time.

**10.16 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Lease Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Lease Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Lease Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Lease Agreement.

**10.17 No Assignments.** County may not assign its rights or obligations under this Lease Agreement, nor may County sublet this Lease Agreement, nor any monies due or to become due under this Lease Agreement, to any other party without Lessor's prior written approval. Any assignment or sublet in violation of this paragraph shall constitute a default and is grounds for termination of this Lease Agreement at Lessor's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**10.18 Successors in Interest.** All rights and obligations created by this Lease Agreement shall be in force and effect whether or not any parties to the Lease Agreement have been succeeded by another entity, and all rights and obligations created by this Lease Agreement shall be vested and binding on any party's successor in interest.

**10.19 Entirety of Contract.** This Lease Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Lease Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**10.20 Counterparts.** This Lease Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

**10.21 Electronic Signatures.** This License Agreement may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this License Agreement and shall have the same force and effect as a manually executed original.

**IN WITNESS WHEREOF**, this Lease Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Lessor through its authorized officer(s).

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair of the Board  
of Supervisors

WALTRAUD AND JOHN TUTEUR 1989 REVOCABLE  
FAMILY TRUST

By John Tuteur  
JOHN TUTEUR, Trustee

APPROVED AS TO FORM Office of County Counsel  By: <u>Jason M. Dooley</u> Chief Deputy County Counsel  Date: <u>April 8, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
----------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

**A.1 Liability Insurance.** Lessor and County each agree to maintain general liability insurance in the amount of One Million Dollars during the term of this Lease Agreement covering liability for acts or omissions by each respective party or its officers, agents or employees which cause personal injury (including death) or property damage to any person. Notwithstanding the foregoing, Lessor recognizes that County is self-insured for general liability up to \$300,000 and agrees that such self-insurance satisfies County's obligations under this subsection up to that amount. Upon written request from Lessor, County shall name Lessor as an additional insured and provide a Certificate of Coverage.