**EMERGENCY OCCUPANCY AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

COUNTY OF RIVERSIDE

This Emergency Occupancy Agreement (“Agreement”) is hereby entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between the County of Riverside, a political subdivision of the State of California (“County”) and [NAME AND LEGAL CAPACITY OF OWNER] (“Owner”). County and Owner are hereinafter collectively referred to as the “Parties” or individually as a “Party.”

**RECITALS**

1. The recent outbreak of the novel coronavirus (COVID-19) has been having a significant impact on the global economy. In particular, the impact on the tourism and hospitality industries has been devastating. On March 11, 2020, the World Health Organization declared that the outbreak of COVID-19 constitutes a “pandemic”. Public health responses have included travel restrictions, quarantines, and curfews.
2. On March 13, 2020, a nationwide emergency was declared pursuant to Section 501(b) of the Stafford Act.
3. County has approached Owner to use the Premises to house individuals associated with COVID-19. Owner agrees that County may use the areas of the Premises described on Exhibit A attached hereto (the “Premises”) for the purpose of providing emergency shelter and housing for specified members of the public during this period of emergency, including an area for recovery for individuals who have been tested for COVID-19 and do not require hospitalization.
4. Owner is the record owner of certain real property defined as the Premises herein situated in the County of Riverside, State of California and has the authority to grant the rights contained herein this Agreement to the County.
5. This Agreement is entered into pursuant to the Governor’s State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, and other Executive Orders related thereto, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety. County enters into this Agreement as a political subdivision of the State of California and in reliance upon the aforementioned proclamation and executive order that County will seek reimbursement from the State of California and the federal government to make County whole for its expenditures related thereto. All provisions of this Agreement shall be read and construed in a manner that is consistent with this stated purpose.

NOW, THEREFORE, in consideration for the promises of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. DESCRIPTION OF THE PREMISES.

a. **Letting.** Owner hereby authorizes and lets to the County (including its invitees, tenants, contractors, agents and representatives) and County hereby hires from the Owner those certain Premises as defined herein, for the term, at the rental amounts, and upon all the terms and conditions set forth in this Agreement.

b. **Defined.** The Premises shall consist of that certain real property, including all improvements therein or to be provided by Owner under the terms of this Agreement, and commonly known as [Name of Facility/Hotel], located at [Address] in the City of \_\_\_\_\_\_\_\_\_\_\_, County of Riverside, State of California, and consisting of \_\_\_\_\_ Rooms including all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities (“**Premises**”). It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees. In the event that County is renting the entire Premises, Owner shall not require identification from any of the County’s invitees and tenants. County will authorize invitees’ and tenants’ admission to the Premises.

1. USE AND ACCESS. The County will use and occupy the Premises for the purposes provided herein and nothing contained herein shall be construed to require County to occupy the Premises continuously.
2. **Use of Premises**. The County shall have access to and use of the Premises set forth in this Agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions, all as shown on the site plan as Exhibit “A,” attached hereto and by this reference incorporated herein.
3. **Use and Access to Rooms**. Owner will provide County the room keys or key cards, including access to use the system for the room key cards, for use in the guest rooms and any training associated with the use of the room keys or key cards, if applicable. The keys or key cards will be provided to County upon taking possession of the Premises. Owner will provide County with linens to be used in the guest rooms.
4. **Delivery of Premises**. Owner shall allow County or its agents to enter the Premises as of [insert time of day] on [Insert Date], to stage and prepare the Premises for the County’s use. The date the County can occupy the Premises (“Occupancy Date”) commences on the date this Agreement is approved and executed by both Parties. Owner will deliver the Premises to County on the Occupancy Date in a sanitary and tenantable condition, and, by assuming possession, County admits that it has examined the Premises and found them to be in good, safe, and acceptable condition. Owner and County will walk the property on a date which is within three days of the Occupancy Date.
5. **Parking**. Parking spaces, upon commencement of the Occupancy Agreement, shall be unobstructed and completely accessible for County’s use.
6. **Operational Hand-Off.** In the event that the County is to use and occupy the entire Premises, Owner shall complete all actions necessary to allow the County’s use of the Premises, including those defined in Section 7., and Owner shall provide operational hand-off of the Premises with instructions as needed and as of the Occupancy Date, the Premises shall be completely vacated and no unauthorized Owner staff, including contractors, will be permitted to enter without prior authorization from County.
7. TERM. The Term of this Agreement shall be for \_\_\_\_ months and commence on [Insert Date] and shall end on [Insert Date], unless the Parties otherwise agree in writing to extend or terminate early with such rights of termination as may be hereinafter expressly set forth.
8. **Holding Over**. Any holding over by County after the expiration of said term or any extension thereof shall be deemed a month to month tenancy upon the same terms and conditions of this Agreement, except that County shall only be liable for the number of rooms on Premises that it retains possession of and occupies and shall compensate Owner based on the daily room rate defined in Section 5.

b. **Return of Premises**. On the final date of the Term (“Surrender Date”), County will surrender and deliver up to Owner the Premises in good order, and in substantially the same condition in which they were delivered to County. Owner and County shall walk the Premises on the Surrender Date and Owner will provide confirmation of the condition of the Premise to County. Any negative changes in the condition of the Premises (the determination of “negative” to be made in Owner’s reasonable discretion as a knowledgeable operator of hotels) will be repaired or replaced at County’s sole cost and expense (“Surrender Damages”). Any Surrender Damages will include Owner’s reasonable personnel costs to obtain such repairs or replacements. County shall pay any Surrender Damages to Owner within 30 days of Owner’s demand therefor.

c. **Restoration of Premises**. Upon termination of this Agreement, Owner agrees that all equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the Premises. County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall clean the Premises per the current health and safety protocols established by public health officials, immediately prior to vacating the Premises. Except for County’s gross negligence or willful misconduct and notwithstanding anything to the contrary herein, the Parties mutually agree that in no event shall County be liable to damage to the Premises in an amount not to exceed the reasonable costs to repair such damage that the County may have caused during its use of the Premises during the term of this Agreement. Furthermore, prior to filing any claim for such damage against the County, or instituting any suit in equity or law against the County related to this Agreement, Owner shall make demand on the County, and County shall thereafter have the right to self-perform any necessary repairs, or to take any other remedial action, to the Premises. Owner agrees that in no event shall County be liable to Owner for any alleged damages to business reputation due to the use of Premises by County under this Agreement.

1. TERMINATION.
2. **Early Termination**. County may terminate this Agreement without cause upon giving written notice to the Owner thirty (30) days prior to the date when such termination shall be effective.
3. **County’s Right to Early Termination.** The Parties hereto recognize and understand that the rental consideration hereunder originates from local, state and/or federal sources, and therefore County shall have the right to terminate this Agreement at any time for any reason, including but not limited to (i) if such funding is reduced or otherwise becomes unavailable, based on County's annual fiscal budget or the anticipated funding source, or (ii) if any law, rule or regulation precludes, prohibits or materially adversely impairs County's ability to use the Premises for the use permitted herein, or (iii) if County in its sole discretion determines that the Premises are no longer suitable for its use for any reason or cause. County shall provide Owner with written notification of its election to terminate this Agreement at least thirty (30) days prior to the date such termination shall become effective. County’s obligation to pay Rent shall continue through the termination date.
4. **Surrender of Possession.** County shall vacate and surrender possession of the Premises on or before the expiration or termination date to the Owner the occupied Premises in as good order and substantially the same condition received, except for reasonable use and wear thereof, and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this Agreement. If the County fails to complete its move out within the early termination notice period or by the expiration date and remains in possession of the Premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the Premises following the effective date of termination.
5. RENT. County shall pay the sum of [WRITE OUT IN WORDS] $\_\_\_\_\_\_\_\_\_\_\_ per month to Owner as rent for the Premises, payable, in advance, on the first day of the month or as soon thereafter as a warrant can be issued in the normal course of County’s business, from legally available funds and subject to the California Constitution; provided, however, in the event rent for any period during the term hereof which is for less than one (1) full calendar month said rent shall be pro-rated based upon the actual number of days of said month or any rooms located on the Premises are unavailable due to actions of Owner at commencement or during the term of this Agreement, shall be determined by prorating on a per-room basis the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Owner at the address specified in Section 10 or to such other address as the Owner may designate by a notice in writing.
6. OPTION TO EXTEND. The County shall have the right to extend the Term of this Agreement by written agreement of the Parties. The rent due for an extended term shall be the same as the original Term.
7. SERVICES, UTILITIES AND SUPPLIES.

a. **Services, Utilities and Supplies**. Owner, at Owner's sole cost and expense, during the term of this Agreement shall furnish the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which County shares with other users, if any:

(i) Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.

(ii) Elevator (if any) service.

(iii) Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.

(iv) Sufficient staff to provide exterior maintenance services.

(v) Toiletries including, shampoo, conditioner, soap, toilet paper and tissues.

(vi) Television, telephone, microwave and refrigerator in each room.

 County to reimburse for costs of use of Sewer, trash disposal, and water service, electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations, upon submittal of invoice and backup documentation from Owner.

Owner warrants and represents to County that during the term of this Agreement and any extension thereof that sufficient utility services to provide water, telecommunications, electric power, natural gas and sewers necessary to meet County’s requirements exists or are available for use by County within the Premises. In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County’s administrative costs, from the rent that may then be, or thereafter become due hereunder.

1. REPAIR AND MAINTENANCE, HOUSEKEEPING & FOOD DELIVERY.

a. **Exterior Maintenance**. During the term of this Agreement, the Owner shall maintain the occupied and exterior of the Premises in good repair, including but not limited to the building, all operating systems including but not limited to HVAC, electrical, plumbing and landscaping and grounds. Notwithstanding the foregoing, Owner shall maintain and provide to County on-call maintenance services during the term of this Agreement. Owner will continue to be responsible for and manage the exterior maintenance of the Premises, including all exterior operations. In the event that there is an interior maintenance issue in an occupied room subject to this Agreement, Owner’s staff will not enter any such occupied rooms unless otherwise arranged by the Parties. County and Owner shall work together to get the interior maintenance issue resolved in a timely manner.

b. **Housekeeping & Food Service**. Owners housekeeping staff shall provide the following services, retrieving soiled linens/towels, providing new linens/towels, toiletries, shampoo, conditioner, soap, toilet paper and tissues, all items picked up and dropped off at each room by Housekeeping staff will be picked up or dropped off outside the exterior door of each room respectively. Owner shall provide for the cleaning of soiled linens/towels through owners laundry vendor. Housekeeping staff will not access the interior of the rooms or contact with room occupants. Housekeeping or Maintenance staff to pick up any trash left outside the exterior door by occupant and dispose of appropriately. Housekeeping staff to provide food service and leave food outside exterior door after alerting the occupants. Maintenance Staff and Housekeeping staff to coordinate with County to develop policies and procedures for hotel staff to facilitate the use of the Premises for the purposes outlined in this agreement.

1. QUIET POSSESSION. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this Agreement, peaceably and quietly have, hold, and enjoy the occupied Premises without suit, trouble, or hindrance from the Owner or any person claiming to be acting on behalf of Owner.
2. NOTICES. All notices and other communications herein provided to be given, or which may be given by a party to the other(s), under this Agreement shall be deemed to have been fully given when made in writing, and either: a. deposited in the United States Postal Service, certified and postage prepaid; b. sent via an alternate commercial overnight delivery service (i.e. FedEx, UPS or similar) with receiver’s signature required; or c. sent via facsimile; and addressed to the parties designated below and must reference the Premises.

 If To County: If To Owner:

 [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

 [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

 [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

 Attn: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

 Phone: [(\_\_\_) \_\_\_‑\_\_\_\_]

 Fax: [(\_\_\_) \_\_\_‑\_\_\_\_]

Rental warrants shall be made payable to:

and mailed to:

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

1. INDEMNIFICATION. Except as otherwise provided herein, County represents that it has inspected the Premises, accepts the condition and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Owner, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Premises unknown to the County, its officers, agents or employees. Owner shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (County’s employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Premises, and Owner, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Owner, Owner shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Owner’s indemnification to Indemnitees as set forth herein. Owner’s obligation hereunder shall be satisfied when Owner has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Owner obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
2. INSURANCE.
3. **Owner Insurance**. Without limiting or diminishing the Owner’s obligation to indemnify or hold the County harmless, Owner shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(i) Workers’ Compensation: If Owner has employees as defined by the State of California they shall procure and maintain Workers’ Compensation Insurance, in full compliance with the Workers’ Compensation and Occupational Disease Laws of all authorities having jurisdiction over the Property. Such policy shall include Employer’s Liability (Coverage B) and Occupational Disease coverage, with limits not less than One Million Dollars ($1,000,000) per person, per occurrence. Policy shall provide a Waiver of Subrogation in favor of the County.

(ii) Commercial General Liability: Procure and maintain comprehensive general liability insurance coverage that shall protect County from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from County’s use of the Property or the performance of its obligations hereunder, whether such use or performance be by County, by any subcontractor, or by anyone employed directly or indirectly by either of them. Policy shall also include fire and extended coverage on the improvements, alterations and fixtures to be constructed and installed upon the Property in an amount not less than the full replacement value of such improvements, alterations and fixtures. Such insurance shall name County as an additional insured with respect to this Agreement and the obligations of County hereunder. Such insurance shall provide for limits of not less than One Million Dollars ($1,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(iii) Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Owner shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

(iv) General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County’s Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance. LESSOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County’s Risk Manager, CONTRACTOR’S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Owner shall cause Owner’s insurance carrier(s) to furnish the County of Riverside with a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Owner insurance carrier(s) policies does not meet the minimum notice requirement found herein, Owner shall cause Owner’s insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance and copies of endorsements evidencing coverage’s set forth herein and the insurance required herein is in full force and effect. County shall not commence operations until the County has been furnished Certificate(s) of Insurance and copies of endorsements. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the Owner’s insurance shall be construed as primary insurance, and the County’s insurance and/or deductibles and/or self-insured retention’s or self-insured programs shall not be construed as contributory.

6) County reserves the right to require that Owner adjust the monetary limits of insurance coverage as required in this Paragraph 12 herein every fifth (5th) year during the term of this Agreement or any extension thereof, subject to ninety (90) days written notice to County of such adjustment, in the event that County reasonably determines that the then existing monetary limits of insurance coverage are no longer consistent with those monetary limits of insurance coverage generally prevailing in the Riverside County area for facilities comparable to the Property; provided, however, that any adjustment shall not increase the monetary limits of insurance coverage for the preceding five (5) years in excess of fifty percent (50%) thereof.

7) Owner shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Owner agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9) To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied Premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

1. **County Insurance**. County is a self-insured public entity for purposes of addressing all lines of insurance coverage as follows:

(i) General Liability: One Million Dollars ($1,000,000) per occurrence.

(ii) Vehicle Liability: One Million Dollars ($1,000,000) per occurrence.

(III) Workers’ Compensation: Statutory, County shall waive subrogation in favor of Owner.

County shall provide a certificate of insurance as evidence of coverage as required herein.

1. ASSIGNMENT AND ASSUMPTION. The parties hereto will not assign or transfer or permit the assignment or transfer of this Agreement without the prior written consent of the other parties hereto except as otherwise provided herein. The County shall have the ability to assign this Agreement to other state, local or federal government entities without Owner’s consent; or to specified non-profit organizations with Owner’s consent, which consent shall not be unreasonably withheld. Furthermore, the County shall have the ability to permit and allow specified members of the public to occupy the Premises as part of the County’s response to the COVID-19 outbreak.
2. DAMAGE AND DESTRUCTION.
3. **Repair of Damage**. County agrees to notify Owner in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature (“Casualty”). If the Premises, whether covered by insurance or not, are damaged by a Casualty, or the Casualty results in the Premises being unusable by the County, and if neither Owner nor County has elected to terminate this Agreement under this Section 14, Owner shall promptly and diligently restore Premises, the County Improvements originally constructed by Owner, Base Building Systems, and County’s parking facilities to substantially the same condition as existed before the Casualty, subject to modifications required by building codes and other laws. If County requests that Owner make any modifications to the County Improvements in connection with the rebuilding, Owner may condition its consent to those modifications on: (a) confirmation by Owner’s contractor that the modifications shall not increase the time needed to complete the County Improvements; or (b) an agreement by County that the additional construction period shall not extend the rent abatement period.
4. **Repair Period Notice**. Owner shall, within thirty (30) days after the date of the Casualty, provide written notice to County indicating the anticipated period for repairing the Casualty (“Repair Period Notice”). The Repair Period Notice shall be accompanied by a certified statement executed by the Contractor retained by Owner to complete the repairs or, if Owner has not retained a Contractor, a licensed Contractor not affiliated with Owner, certifying the Contractor’s opinion about the anticipated period for repairing the Casualty. The Repair Period Notice shall also state, if applicable, Owner’s election either to repair or to terminate the Agreement under Section 14.c.
5. **Owner’s Option to Terminate or Repair**. Owner may elect either to terminate this Agreement or to effectuate repairs if: (a) the Repair Period Notice estimates that the period for repairing the Casualty exceeds ninety (90) days from the date of the Casualty; or (b) the estimated repair cost of the Premises, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost.
6. **County’s Option to Terminate.** If (a) the Repair Period Notice provided by Owner indicates that the anticipated period for repairing the Casualty exceeds ninety (90) days, or (b) notwithstanding the above, in the event of a substantial or total casualty to the Premises or improvements, County may by written notice to Owner within thirty (30) days after such damage or destruction of its intention to terminate this Agreement, elect to terminate this Agreement by providing written notice (County’s Termination Notice) to Owner within thirty (30) days after receiving the Repair Period Notice. If County does not elect to terminate within said thirty (30) day period, County shall be considered to have waived its option to terminate.
7. **Rent Abatement Due to Casualty.** Owner and County agree that County’s Rent shall be fully abated during the period beginning on the later of: (a) the date of the Casualty; or (b) the date on which County ceases to occupy the Premises and ending on the date of Substantial Completion of Owner’s restoration obligations as provided in this Section 14 (“Abatement Period”). If, however, County is able to occupy and does occupy a portion of the Premises, Rent shall be abated during the Abatement Period only for the portion of the Premises not occupied by County.
8. **Damage Near End of Term**. Despite any other provision of this Section 14, if the Premises are destroyed or damaged by a Casualty during the last eighteen (18) months of the Original Agreement Term, Owner and County shall each have the option to terminate this Agreement by giving written notice to the other of the exercise of that option within thirty (30) days after that damage or destruction, provided, however, County may negate Owner’s election to terminate under this Section 14.6 by electing, within ten (10) days after receipt of Owner’s termination notice, to exercise any unexercised option to extend this Agreement. If County negates Owner’s election, this Agreement shall continue in effect unless Owner has the right to, and elects to, terminate this Agreement under Section 14.c.
9. **Effective Date of Termination; Rent Apportionment.** If Owner or County elects to terminate this Agreement under this Section 14 in connection with a Casualty, this termination shall be effective thirty (30) days after delivery of notice of such election. County shall pay Rent, properly apportioned up to the date of the Casualty. After the effective date of the termination, Owner and County shall be discharged of all future obligations under this Agreement, except for those provisions that, by their terms, survive the expiration or earlier termination of the Agreement.
10. **Waiver of Statutory Provisions.** The provisions of this Agreement, including those in this Section 14 constitute an express agreement between Owner and County that applies in the event of any Casualty to the Premises. Owner and County, therefore, fully waive the provisions of any statute or regulation, for any rights or obligations concerning a Casualty including California Civil Code Sections 1932(2) and 1933(4).
11. **Release on Termination.** In the event of any termination of this Agreement in accordance with Section 14, the Parties shall be released there from without further obligation to the other Party, except as may otherwise be specifically set forth in this Agreement and items that have accrued and are unpaid.
12. PREVAILING WAGE PROVISIONS. The following provisions shall apply in the event that any improvements are requested by the County or for those projects defined as “public works” pursuant to Labor Code Section 1720.2:

a. Owner recognizes and understands that any County improvements requested by the County to be completed by Owner during the term of this Agreement shall be undertaken pursuant to local and state standards and requirements.

b. Owner shall and require its Contractor(s) to comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

 c. The Owner shall and require its Contractor(s) to furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates at which Owner will post at the job site. All prevailing wages shall be obtained by the Owner/Contractor from:

 Department of Industrial Relations

 Division of Labor Statistics and Research

 455 Golden Gate Avenue, 8th Floor

 San Francisco, CA 94102

Phone: (415) 703-4774

Fax: (415) 703-4771

d. Owner shall require that Contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

e. Owner shall require that Contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with §1773.8 of the Labor Code.

f.Prior to commencement of work, Owner shall require that Contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6 and §1777.7 of the Labor Code and applicable regulations.

g.Owner shall comply and stay current with all applicable local, state and federal building codes and laws as from time to time amended, including, but not limited to, the Americans with Disabilities Act requirements in providing the County with any requested County improvements.

h.If any agency, division or department of any governmental entity with appropriate jurisdiction condemns the Premises or any part of the Premises as unsafe or not in conformity with any of the laws or regulations controlling their construction, occupation or use, or orders or requires any alteration, repair or reconstruction of the Premises the responsible party shall be the Owner who at its sole cost and expense (and without any right of reimbursement from County) immediately effect all necessary alterations and repairs required for the Premises full and exact compliance.

i. Due to County fiscal year funding and accounting practices, any costs due to Owner for reimbursement of tenant improvements during the term must be invoiced and received by the County prior to May 1st of each fiscal year in which services to County were provided to ensure payment.

1. COMPLIANCE.

a. **Compliance.** Owner warrants that the Premises and improvements on the Premises shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances (“Applicable Requirements”) in effect on the Occupancy Date of this Agreement, regardless of the use to which County will put the Premises. If the Premises do not comply with said warranty, Owner shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner’s expense. If the Applicable Requirements are hereinafter changed so as to require during the term of this Agreement, unless same is the result of the use to which County puts the Premises, the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance as hereinafter defined, or the reinforcement or other physical modification of the Premises Owner shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner’s expense.

b. **Americans with Disabilities.** Owner warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24, as amended from time to time and regulations issued pursuant thereto and in effect from time to time. Any cost incurred to cause the Premises to comply with said Act shall be borne by Owner.

c. **Hazardous Substance**. It is the intent of the Parties to construe the term “Hazardous Substances” in its broadest sense. Hazardous Substance shall be defined as any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises; (b) regulated or monitored by any governmental authority; or (c) a basis for potential liability of County to any governmental agency or third party under any applicable statute or common law theory.

(i) Owner acknowledges that County's use may from time to time require the presence of Hazardous Substances at the Premises. County agrees that all such Hazardous Substances located in, at, or on the Premises shall be used, stored, handled, treated, transported, and disposed of in compliance with all applicable laws.

(ii) Owner warrants and represents to County that Owner has not used, discharged, dumped, spilled or stored any Hazardous Substances on or about the Premises, whether accidentally or intentionally, legally or illegally, and has received no notice of such occurrence and has no knowledge that any such condition exists at the Premises. If any claim is ever made against County relating to Hazardous Substances present at or around the Premises, whether or not such substances are present as of the date hereof, or any such Hazardous Substances are hereafter discovered at the Premises (unless introduced by County, its agents or employees), all costs of removal incurred by, all liability imposed upon, or damages suffered by County because of the same shall be borne by Owner, and Owner hereby indemnifies and agrees to be responsible for and defend and hold County harmless from and against all such costs, losses, liabilities and damages, including, without limitation, all third-party claims (including sums paid in settlement thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions, administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and costs incurred in enforcing this indemnity. The representation, warranty and indemnity of Owner described in this Paragraph shall survive the termination or expiration of this Agreement.

1. NON-DISCRIMINATION. Owner shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. **S**1210 et seq.) and all other applicable laws or regulations.
2. FAIR EMPLOYMENT PRACTICES/FEDERAL PROVISIONS. During the performance of this Agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

a. Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

b. The Owner shall comply with the provisions of the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

1. ORDERS OF LOCAL, STATE OR FEDERAL HEALTH OFFICIALS; EXECUTIVE ORDERS. County and Owner mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and Owner mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like (“Official Actions”), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

a. In the event that such Official Actions make occupancy and/or use of the Premises by County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to Owner in the manner described herein, and County and Owner mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to Owner pro-rated from the date of the Official Action, along with all other remaining sums due to Owner, within thirty (30) calendar days from the date of that Official Action.

b. The parties acknowledge that Owner and Operator are providing the Hotel Facilities for emergency purposes at the request of the County under the California Emergency Services Act (the “Act” (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

c. This is an acknowledgement that FEMA financial assistance will be requested by the County or State and if provided will be used to fund all or a portion of this Agreement. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1. GENERAL PROVISIONS
2. **Time is of the Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.
3. **Binding on Successors and Assigns.** The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.
4. **Taxes**. Owner remains solely responsible for all tax liabilities, including property taxes. County shall not be liable for any taxes related to the Premises or use thereof.
5. **Title**. Owner covenants that Owner is well seized of and has good title to the Premises, and Owner does warrant and will defend the title thereto, and will indemnify County against any damage and expense which County may suffer by reason of any lien, encumbrance, restriction or defect in title or description herein of the Premises. If, at any time, Owner’s title or right to receive Rent and any other sums due hereunder is disputed, County may withhold such sums thereafter accruing until County is furnished satisfactory evidence as to the Party entitled thereto.
6. **Entire Agreement** (no oral agreements). This Agreement, constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.
7. **Amendments.** No amendment, modification or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against whom enforcement of such amendment is sought, and no waiver of any provision of this Agreement by any party hereto, and no consent to any departure therefrom by any party hereto, will be effective unless it is in writing and signed by the party against whom enforcement of such waiver or consent is sought, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given.
8. **Disputes**. Any disputes that arising out of or relates to this Agreement, subject to the limitations or provisions contained herein, the Parties may pursue any rights and remedies available to a party in equity or at law.
9. **Governing Law/Venue**. In the event of a dispute between the Parties to this Agreement regarding or related to the terms and provisions contained herein, the parties mutually agree that the sole venue for any such dispute shall be the Superior Court of the County of Riverside. This Agreement is governed by and construed under the laws of the State of California.
10. **Interpretation**. The parties mutually represent and warrant that they have each had the opportunity to be represented by counsel of their choice in negotiating this Agreement, and therefore this Agreement shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm’s length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either Party, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.
11. **Authority.** If Owner is a corporation, general or limited partnership or individual owner, each individual executing this Lease on behalf of said corporation, partnership, or individual represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Agreement and that this Agreement is binding upon said corporation and/or partnership or individual.
12. **No Waiver**. No failure by any party hereto to exercise, and no delay in exercising, any right under this Agreement, will be deemed a waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right.
13. **Severability**. The invalidity, illegality or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the validity, legality or enforceability of the remaining portions of this Agreement.
14. **Separate Writing and Exhibits.** Any exhibits or writings referenced herein this Lease shall constitute a part of this Lease and are incorporated into this Lease by this reference. If any inconsistency exists or arises between a provision of this Lease and a provision of any exhibit, the provisions of this Lease shall control.

(Signature Provisions on Following Page)

1. **Counterparts**. This Agreement may be executed simultaneously in several counterparts, each of which will be deemed an original and all of which together constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the date first written above.

COUNTY: OWNER:

COUNTY OF RIVERSIDE [INSERT NAME]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chairman name:

 Board of Supervisors title:

ATTEST:

Kecia Harper

Clerk of the Board

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Deputy

(seal)

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Deputy County Counsel

EXHIBIT A

SITE PLAN OF PREMISES