

**Operations and Management Agreement
Between VISALIA HOMELESS CENTER
and the CITY of Visalia
701 E. Race Ave., Visalia, CA (PROPERTY)**

This Operations and Management Agreement (the "Agreement") is made and effective December 8, 2025, by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter CITY), and VISALIA HOMELESS CENTER, a California Non-Profit Public Benefit Corporation (hereinafter VHC).

RECITALS

WHEREAS, CITY owns the real property and improvements located at 701 E. Race Ave., which is known as the PROPERTY; and

WHEREAS, since 2018, the VHC has been operating facilities to provide a low-barrier overnight space for those who are experiencing homelessness during the coldest months of the year; and

WHEREAS, CITY and VHC desire to enter into an Agreement to continue to provide a low-barrier overnight space for those who are experiencing homelessness during the coldest months of the year; and

WHEREAS, on November 17, 2025, City Council awarded RFP 25-26-04 to Visalia Homeless Center for the usage of 701 E. Race Ave. (PROPERTY), for a seasonal low-barrier emergency shelter up to April 1, 2026, making the PROPERTY available for VHC programming; and,

WHEREAS, on December 7, 2025, the City of Visalia Site Plan Review Committee approved the usage of 701 E. Race Ave. (PROPERTY), for a seasonal low-barrier emergency shelter, through a Temporary Conditional Use Permit (TCUP) issued annually, making the PROPERTY available for VHC programming; and,

WHEREAS, the purpose of this Agreement is to document the terms and conditions under which the management and operations of the seasonal low-barrier emergency (PROPERTY) will occur.

NOW, THEREFORE, based upon the mutual covenants contained herein, the parties agree as follows:

1. **PURPOSE:** The intent of the parties in entering into this Agreement is to provide a low-barrier overnight space for those who are experiencing homelessness during the coldest months of the year, consistent with the purposes and the mission of VHC and the CITY.
2. **TERM OF AGREEMENT:** The term of this Agreement shall be four (4) months, to be

effective December 8, 2025, and ending on April 1, 2026. CITY and VHC may extend this AGREEMENT for a period of four (4) consecutive terms of one (1) year each, effective December 1 and ending on April 1 of subsequent years, by mutual AGREEMENT.

With each extension of this Agreement, VHC will be required to apply for and receive a Temporary Conditional Use Permit (TCUP) to make the property available for VHC programming.

3. **TERMINATION:** CITY shall have the right to terminate this Agreement at any time by giving VHC four (4) days' prior written notice by either personal delivery of first-class mail or postage prepaid, specifying the effective date of termination. Either party shall have the right to terminate this Agreement based on the other's failure to comply with the terms, covenants, and requirements contained herein.

If, at any time during this term of this AGREEMENT, a year-round, low-barrier, drop-in center is developed and becomes operational, the Permanent Local Housing Allocation (PLHA) funding for the VHC seasonal low-barrier emergency shelter will be redirected to the year-round operation following the notifications noted above.

4. **GROUND AND FACILITIES:** CITY hereby permits VHC to use the PROPERTY and grounds surrounding same without renting in partial exchange for the operations contemplated herein and under the terms and conditions specified herein.
5. **UTILITIES:** VHC shall be responsible for the payment of all utility costs for the PROPERTY.
6. **SUBLEASE:** The CITY's intent is for the facility to be utilized by VHC; however, should VHC desire to have a portion of the facility utilized by a subtenant, the CITY retains the right to approve, in writing, any and all subtenants, providing that the subtenant is compatible with the programming slated to be provided by VHC
7. **DESTRUCTION OF THE FACILITIES:** If the PROPERTY shall be wholly destroyed by fire or other casualty, the CITY may elect not to rebuild the same and may terminate this Agreement by delivering written notice of such election to VHC within one (1) week of the occurrence of such destruction. If any of said facilities shall be partly or wholly destroyed or damaged by fire or other casualty, the CITY shall not be required to repair the same.
8. **SURRENDER:** Upon the termination of this Agreement, VHC shall surrender possession of the PROPERTY to the CITY and shall, at the time of surrender, leave the facility in as good order and condition as said facility was at the inception of this Agreement, ordinary wear and tear, and damage by the elements of fire, earthquake, flood, act of God, or public calamity, excepted.

9. **CITY COVENANTS:**

- a. CITY agrees to perform a walk-through inspection of the warming center jointly with VHC to identify areas in need of routine maintenance, minor repairs, and non-functional items. The repair shall occur within thirty (30) days of the walk-through, subject to funding availability, unless otherwise mutually agreed by the parties. VHC shall undertake minor maintenance, and CITY shall undertake minor repairs. (See Attachment I).

10. **VHC COVENANTS:** In exchange for CITY'S covenants, VHC covenants and agrees to:

- a. Operate, manage, and maintain the seasonal drop-in emergency shelter; provide a low-barrier overnight space for those experiencing homelessness during the coldest months of the year; and provide the appropriate staff and/or volunteers to operate the programs.
- b. VHC will maintain required utilities (electric, natural gas, water service, and trash service) in its operational name.
- c. Assess, refine, and designate hours of service. Minimum hours of service are to be established and mutually agreed upon by the VHC representative and the City's Representative and are to be posted prominently on the facility site.
- d. Conduct and pay for routine, minor maintenance and repair services of the PROPERTY and premises consistent with CITY standards as defined in Attachment 1. This shall include maintaining maintenance and repair logs and documentation (e.g., invoices) of all repairs made to the PROPERTY and premises by VHC and third-party agencies (See Attachment I). The CITY agrees that VHC's obligations under this section 10.c and 10.e shall be limited to maintenance and repair services costs, expenses, and fees in the cumulative amount not to exceed Four Thousand Dollars (\$4,000.00) for the entire term of this Agreement (the "Maintenance and Repair Cap"). The Maintenance and Repair Cap will not apply to any amounts incurred to repair any damage to the PROPERTY caused by VHC or its invitees or guests.
- e. Maintain compliance with any and all present and future laws, general rules related to, but not limited to, public health, safety, or welfare issued by any governmental authority now or at any time during the terms of this AGREEMENT. This AGREEMENT is expressly subject to regulations and policies of the Tulare County Health Services Department and the Director of Health Services. VHC shall, at all times, faithfully obey and comply with all laws and regulations applicable thereto, adopted by federal, state, county, CITY, or other governmental bodies, departments, or officers thereof.
- f. Conduct and pay for routine custodial services of the PROPERTY and premises

consistent with CITY standards (See Attachment II). This shall include maintaining custodial logs that are available to CITY when requested.

- g. Conduct maintenance of the grounds surrounding the PROPERTY consistent with CITY standards. This excludes the irrigation system, which is CITY's sole responsibility. VHC will notify the CITY as issues with the irrigation system arise.
- h. Conduct visits with CITY staff members to inspect the PROPERTY and grounds at the beginning and end of the term of this Agreement to review the condition of the PROPERTY.

11. **INSURANCE:**

- a. Required Policies: VHC agrees to immediately secure and maintain during the Term of this Agreement, and prior to commencement of any work hereunder, insurance coverage as follows:
 - I) Worker's Compensation: Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with limits not less than one million dollars (\$1,000,000.00) per incident. Such insurance shall comply with all applicable state laws.
 - II) Commercial General Liability and Property Damage: Commercial general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage.
 - III) Commercial Automobile Public Liability and Property Damage: Automobile Public Liability and Property Damage Insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.
- b. Board of Directors Insurance: Board of Directors Insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.
- c. Additional Insured: The General Liability/Property Damage and Automobile Liability/Property Damage policies shall:
 - I) Name CITY, its appointed and elected officials, officers, employees, and agents as additional insureds;
 - II) Be primary with respect to any insurance or self-insurance programs maintained by CITY;

III) Shall apply separately to each insured against whom claims are made or suit is brought, except with respect to limits of the insurer's liability;

IV) Contain standard cross-liability provisions.

- d. No Material Change, Termination, or Expiration Without Notification: Each required policy shall provide that such insurance shall not be materially changed, terminated, or allowed to expire except on seventy-two (72) hours' prior written notice to CITY.
 - e. No Subrogation: Each required policy shall be endorsed to include a waiver of subrogation against the CITY, its officers, officials, agents, and employees.
 - f. Duration: This insurance shall be maintained during the Term of this Agreement until the term expires if an occurrence policy form is used. If a claims-made policy is used, coverage shall be maintained during the Agreement Term and for a period extending five (5) years beyond the Agreement Term. VHC shall replace such certificates for policies expiring prior to the Term of this Agreement, and shall continue to furnish certificates for five (5) years beyond the Agreement Term when VHC utilizes claims-made form(s).
 - g. Failure to Maintain Insurance: If VHC for any reason fails to maintain insurance coverage which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of this Agreement. CITY, at its sole discretion, may terminate this Agreement and obtain damages from VHC resulting from said breach. Alternatively, CITY may purchase such required insurance coverage without further notice to VHC and may deduct from the monies agreed to be provided to VHC hereunder any premium costs advanced by CITY for such insurance.
12. **INDEMNIFICATION**: VHC agrees to indemnify and save harmless CITY and its officers, officials, agents employees and assigns from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of this Agreement, including delivery and unloading of supplies and equipment, regardless of the passive, concurrent negligence on the part of the CITY or anyone acting under its direction or control on its behalf. It is further the intent of the parties that this indemnification requirement is not intended to relieve the CITY from liability for the active negligence or misconduct of the CITY, its officers, appointed and elected officials, agents, and employees. This Hold Harmless clause is in no way an admission of liability on the part of the CITY, or any of its officers, officials, agents, or employees.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against

public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

13. **INDEPENDENT CONTRACTOR:** VHC represents that it is a non-profit corporation, governed by a board of directors, and administered by the Board, and agrees that all employees, agents, subcontractors, and independent contractors hired in furtherance of the programs and activities of VHC are hired by VHC and not by CITY and are not employees, agents, or subcontractors of CITY.
14. **NO DISCRIMINATION:** VHC shall not discriminate in employment practices or provision of services hereunder on the basis of race, color, national origin, ancestry, gender, religion, handicap, or political affiliation.
15. **NOTICES:** Any notice, demand, or communication required or permitted to be given by the terms of this Agreement, or by any law, may be given by either party by depositing said notice, demand, or communication in the U.S. Mail, postage prepaid, addressed to the other at the party's address or any new address provided by such party in writing to the other. Service of said notice, demand, or communication shall be complete five (5) calendar days after the deposit of said notice, demand, or communication in the mail.

Notices and communication concerning this Agreement shall be sent to the following addresses:

CITY

City of Visalia
Attn: Housing Division
707 W. Acequia Ave.
Visalia, California 93291

VHC

Visalia Homeless Center
Rev. Suzanne Ward
120 N. Hall St.
Visalia, CA 93291

Either party may, by notice to the other party, change the address specified above. Service of notice of change of address shall be complete when received at the designated address.

16. **MISCELLANEOUS PROVISIONS:**
 - a. **Authority:** CITY and VHC and its respective signatories represent that the signatory holds the position set forth below their signature and that the signatory is authorized to execute this Agreement and to bind said party hereto.
 - b. **Assignment:** Neither this Agreement nor any of the rights hereunder may be assigned without the prior written consent of CITY.
 - c. **Interpretation /Headings:** The headings/captions are for convenience and reference only and are not intended to define or limit the scope of any provision and shall have no effect on the Agreement's interpretation. When required by the context of this

Agreement, the singular shall include the plural.

- d. Amendments: This Agreement may only be modified or amended in writing and signed by both parties.
- e. Severability: If any term, condition, covenant, provision, or part thereof of this Agreement is, or is declared invalid, void, or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect.
- f. Governing Law: The laws of the State of California shall govern the interpretation and enforcement of this Agreement, and any legal actions arising out of the terms of this Agreement shall be brought in Tulare County.
- g. Attorney's Fees/Costs: In the event of legal action arising from this Agreement, the non-prevailing party agrees to pay the prevailing party reasonable attorney's fees and costs.
- h. Contract Enforcement: The City Manager of CITY shall be responsible for the enforcement of this Agreement on behalf of CITY and shall be assisted therein by those officers and employees of CITY having duties in connection with the administration thereof.
- i. Cumulative Rights and Remedies: Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times or any other rights or remedies.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

CITY OF VISALIA

VISALIA HOMELESS CENTER, a California Non-Profit Public Benefit Corporation

By _____

Leslie Caviglia, City Manager

By _____

By: Rev. Suzanne Ward
Its: President

APPROVED AS TO FORM

By _____

City Attorney

By _____

Risk Management

Attachment I - Routine Minor Maintenance and Repairs of 701 E Race Ave. (the PROPERTY)

Routine maintenance, also known as preventive, preventative, or cyclical maintenance, and the repair of damage are essential parts of the ongoing care and upkeep of any facility.

For the purpose of this Agreement and subject to the Maintenance and Repair Cap set forth in section 10.c, routine maintenance and repair shall be defined as follows: expenditures made for repair and regular upkeep of the PROPERTY include recurring, preventive, and ongoing maintenance necessary to delay or prevent the failure of critical and non-critical facility systems and equipment. For purposes of this definition, facility operational costs are not considered routine maintenance. Tangible personal property, as defined in this section, shall not be eligible for routine maintenance or repair funds. All recurring, preventive, and ongoing maintenance shall be performed to CITY standards and shall maintain the PROPERTY.

Intervals for routine minor maintenance can range from several times a day to once a year or longer. Specific examples of routine minor maintenance and minor repair include:

- Painting, caulking, and sealing
- Nail holes shall be repaired with spackle, and the wall shall be sanded, primed, and painted.
- Clogged gutters and downspouts shall be cleaned out
- Pest control as it relates to protecting structures
- Conduit for computer and telephone wiring
- Client damage
- Minor repair of components and fixtures
- Replacement floor tile/carpeting
- Replacement of faulty lights/fixtures
- Upkeep and upgrades of fire alarm detectors/surveillance, and energy management systems
- Fire alarm and security system maintenance
- Cost of chemicals, etc., required to perform preventative maintenance
- Other activities planned and performed at regular intervals normally established by manufacturers or associations and based on testing or other evidence indicating that the maintenance work is necessary to extend the life or prevent the premature failure of facility components or equipment

Additional items not listed may be included upon mutual Agreement between the CITY and VHC.

If the following major maintenance and/or repairs are required, it will result in ending the Agreement:

- Major repair of components and fixtures
- Cracked sidewalk repairs
- Major plumbing repairs
- Electrical wiring
- Deteriorated walls, ceilings, and related trim
- Damaged or deteriorated wall areas shall be repaired to a structurally sound, watertight condition
- Damaged masonry units (brick or concrete block)
- Damaged, deteriorated, or missing roofing, sheathing, flashing, gravel stops, miscellaneous roof structures and components, and structural supports shall be repaired or replaced as required to provide a watertight seal and to retain the original whole condition of the roof system.
- Clogged or broken gutters and downspouts
- Jammed or broken locks (keys are not to be duplicated under any circumstances)

Tangible personal property is not included. Major maintenance funds are reserved by the CITY for real property rather than for tangible personal property. Machinery and equipment include property that is tangible personal property when it is purchased and remains tangible personal property after the installation. Generally, tangible personal property can be moved without causing damage or injury to itself or the facility, and it does not in any other manner constitute an integral part of a structure.

For example, window air conditioners are not considered real property when installed. Machinery and equipment that is not permanently annexed to the realty remain tangible personal property after installation. Items that are manufactured as tangible personal property can, by their nature, become structures. However, the determination must be made on an item- by-item basis.

The following is a list of property that under normal conditions remains tangible personal property after installation. The list is not complete and is for illustrative purposes only:

- Furniture, radio, and television sets, and antennas
- Portable lamps, home freezers, portable appliances, and window air conditioning units
- Portable items such as tables, counters, cabinets, computers, lockers, athletic and gymnasium equipment, and other related easily movable property attached to the structure

The following is a list of property that, under normal circumstances, becomes part of the realty. The list is not complete and is offered for illustrative purposes only:

- Boilers and furnaces for space heating
- Built-in items such as cabinets, dishwashers, sinks (including faucets), exhaust fans, ceiling fans, garbage disposal, and incinerators
- Buildings and structural and other improvements to facilities, including awnings, canopies, foundations for machinery, floors (including computer room floors), walls, general wiring and lighting facilities, roofs, stairways, stair lifts, and sprinkler systems

For the purpose of this Agreement, custodial services and other day-to-day activities required for the daily operation of a facility are considered Building Operations and are not eligible for routine maintenance funding. For additional information, see Attachment II.

Any questions or disputes on distinctions between routine minor maintenance and major maintenance will rest on the final authority of CITY.

CITY retains final authority, and failure to comply or non-performance of duty in maintaining the PROPERTY will result in CITY performing necessary maintenance and repair and billing all costs associated with repair to VHC.

Failure to properly maintain the PROPERTY will result in:

1. Notice from CITY asking for compliance with the Operations and Management Agreement.
2. Notice number two from CITY, citing the date of issuance of notice number one and requesting timely compliance with the Operations and Management Agreement.
3. Notice from CITY citing failure to comply. Failure to comply or non-performance of duty in maintaining the PROPERTY will result in CITY performing necessary maintenance and repair and billing all costs to VHC.

Attachment II - Section 10f Routine Custodial Services of 701 E Race Ave.

Routine custodial services are essential to the ongoing care and maintenance of any facility.

For the purpose of this Agreement, routine custodial services shall be defined as follows: Expenditures made for cleaning and regular upkeep of the warming center include recurring, preventive, and ongoing custodial services necessary to keep the facility clean, sanitized, and to delay or prevent the failure of critical and non-critical facility systems and equipment. In addition, inspection requirements are included as they are part of the daily and monthly schedules.

This list is not intended to be all-inclusive but rather to provide the general guidelines of work expected in these areas. All actions noted are to be undertaken daily, unless otherwise noted.

Entryways, Main Areas, Offices, and Floor Coverings

- The floor, including comers, will be free of all debris
- Carpeted floors vacuumed
- Vinyl, ceramic, and concrete floors will be dust mopped every service day with a dust inhibitor-treated dust mop
- Spots, stains, and gum on all floor coverings will be removed upon discovery
- Floor moldings will be maintained in a dust-free condition
- Vinyl, ceramic, and concrete floors will be wet mopped daily
- Walk-off mats will be cleaned every other service day and be free from sand and debris
- Mats should be inspected and removed from service when tattered or torn causing trip or other type hazards

Walls/Wall Coverings

- Dust and remove all smudges and fingerprints
- Chalk trays will be wiped down and pencil sharpeners will be emptied
- Any tape on walls will be removed
- Walls will be inspected when cleaned for any peeling or chipped paint
- Graffiti will be removed from walls daily with obscenity and gang-related material being removed immediately

Ceilings

- Remove cobwebs

- Replace burned-out light bulbs within five working days of report unless this condition is a safety hazard, then the correction shall be in one working day
- Water-stained or spotted tiles will be replaced as found to prevent mold and mildew problems
- Clean all light covers/globes
- Return vents and discharge vents will be dust free with damaged or rusty vents will be repaired or replaced within five working days of discovery

Windows /Window Sills

- Windows will be free of fingerprints and smudges, tape, etc. with cobwebs removed
- Windowsills will be free of dust and debris
- All windows are to be closed and locked nightly
- All broken or non-functioning hardware shall be replaced within five working days of discovery unless this causes a security problem to the facility and then it will be corrected immediately

Furniture

- All flat surfaces will be cleaned every service day
- All furnishings will be free of graffiti, gum, and dust
- Desks will be dusted every service day without disturbing material
- All secondary exits shall be kept free of obstructions and accessible

Trash and Sanitary Receptacles

- Emptied daily and liner replaced when torn or dirty
- Sanitize the receptacle three times weekly when a liner is used, or daily without a liner
- Damaged or unusable receptacles will be removed from service and replaced immediately

Restrooms and Floor Coverings

- Floors will be swept daily or mopped daily, at a minimum, with a germicidal bacteriostatic cleaner
- Floor drains will be flushed daily with bacteriostatic cleaner used in above standard
- Floor drain strainers will be replaced when broken or missing
- Ceramic tile will be cleaned daily according to the manufacturer's recommendations

Lavatories

- Sink bowls shall be free of soap scum
- Drains shall be free of hair and soap deposits

- Fixtures shall be cleaned and polished daily to remove water deposits
- Plumbing fixtures and entire lavatory shall be wiped down daily with germicidal detergent

Urinals and Toilets

- Bowls shall be free of water deposits
- Water swirl holes shall be free of deposits to allow proper water circulation
- Fixtures shall be cleaned and polished daily to remove water deposits
- Entire urinal and entire toilet (including the base and both sides of the seat) shall be wiped down daily with germicidal detergent
- Toilet seats shall be maintained in a safe condition, including a secure toilet seat

Walls/Accessories

- Walls shall be free of fingerprints, smudges, and graffiti
- Soap dispensers shall be functional, filled, and deposit free
- Paper towel holders shall be full and free of graffiti
- Toilet paper holders shall be full and maintained
- Mirrors shall be fingerprint and smudge-free
- Partitions shall be washed
- Graffiti shall be removed daily unless profanity or gang-related and then it shall be removed immediately upon report

Inspection Requirements

- All Exit lights/batteries in the facility are to be inspected and tested monthly. All inspection tags/logs are to be marked accordingly with the date and initials of the person performing the inspection.
- All Fire Extinguishers in the facility are to be inspected monthly and the inspection tag marked accordingly with the date and initials of the person performing the inspection.
- All Emergency lighting in the facility is to be inspected /tested monthly.
- Facility Fire alarm systems are to be tested monthly. A VHC staff person is required to perform one drill for each month the facility is open. Custodial staff should participate in tests or be aware of their responsibilities in case of fire.

Any questions or disputes on routine custodial services shall be resolved upon mutual Agreement between the CITY and VHC.