

LEASE AGREEMENT BETWEEN COUNTY OF LAKE AND SHEILA SADA FOR OFFICE SPACE AT 926 SOUTH FORBES, LAKEPORT, CA

THIS LEASE executed at Lakeport, California, between Sheila Sada and the County of Lake ("County"), through its Department of Social Services ("Social Services"), hereinafter referred to respectively as "LESSOR" and "LESSEE", without regard to number or gender.

THIS Lease shall supersede all prior Lease Agreements and Amendments between LESSOR and LESSEE, for the office space totaling 7,500 square feet, located at 922-938 South Forbes Street, Lakeport, CA.

IT IS AGREED between the parties hereto as follows:

1. LESSOR hereby leases to LESSEE, and LESSEE hires from LESSOR on the terms and conditions hereinafter set forth, those certain premises situated in the City of Lakeport, County of Lake, State of California, described as follows:
 - a. The office space totaling 7,500 square feet plus parking lot, located at 926 South Forbes Street, Lakeport, CA. Said space is equipped with eight (8) restroom facilities and a kitchen area. Parking facilities include a paved lot for general parking and a gated parking area for approximately twenty (20) County vehicles. LESSEE's use of said office space shall also include the use of off street unreserved parking at the same location.

TERM

2. The term of this lease shall be for a period commencing on July 1, 2024, and ending June 30, 2027, unless earlier terminated as hereinafter provided.

RENT

3. LESSEE agrees to pay LESSOR as monthly rent, a sum of seven thousand five hundred and fifty dollars and zero cents (\$7,550.00), payable in advance, in one (1) payment on the first day of each calendar month. All rent shall be paid to LESSOR at the address to which notices to LESSOR are given.
4. The monthly rent payment shall be fixed for the period commencing July 1, 2024 through June 30, 2025. The monthly rent for subsequent years shall be adjusted on July 1st of each subsequent year during the term of this Lease. Said adjustments shall equal ninety percent (90%) of the percentage change in the U.S. Department of labor, Consumer Price Index, U.S. City Average, except that said adjustments shall be capped and shall not exceed a six and one-half percent (6.5%) increase over the actual monthly rent for each prior year.

PURPOSE OF LEASE

5. The premises are hereby leased to LESSEE for LESSEE's exclusive use of the Facility for conducting business of the County of Lake.

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6. Except as noted in Paragraph 9 below, LESSEE shall not make, or suffer to be made, any alteration of the leased premises or any part thereof, except removable fixtures and partitions, without the written consent of said LESSOR first had and obtained; provided further that upon the termination of the Agreement of any extension thereof, said fixtures and partitions shall become the property of said LESSEE and shall be removed by said LESSEE, provided that in so doing, said leased premises shall be restored to their original condition, reasonable wear and tear excepted. LESSEE shall keep the leased premises free from any liens arising out of any work performed, materials furnished or obligations incurred by LESSEE.

UTILITIES

7. LESSEE shall pay for all water, gas, heat, light, power, telephone, garbage service and all other services supplied to the leased premises.

REPAIRS

8. LESSEE shall, at its own expense and cost, keep and maintain the walkways and interior of the leased premises and every part thereof in a clean and sanitary condition. LESSOR shall, at its own cost and expense, maintain the roof, windows, exterior walls, heating and cooling facilities, plumbing, water heater and appliances in good repair throughout the term of the Lease and any extensions thereof. LESSOR shall guarantee service or maintenance within twenty-four (24) hours from the time LESSEE requests services. Should LESSOR not perform on guaranteed service within the time specified, LESSEE shall have the right to schedule said service or maintenance at the cost of the LESSOR. LESSOR shall also maintain exterior landscaping and parking facilities of leased premises.

INSPECTION OF PREMISES

9. LESSOR, or its duly authorized representatives or agents, may enter upon the leased premises during business hours after giving LESSEE twenty-four (24) hour notice. LESSOR may enter for the purpose of determining whether LESSEE is complying with the terms and conditions of the lease or to make such repairs, alterations, additions, and improvement as required by the lease or by the law. LESSOR may place on the premises any usual or ordinary "FOR SALE" signs, without any rebate of rent or without any liability to LESSEE of any loss of occupation or quiet enjoyment of the premises thereby occasioned; and LESSEE shall permit LESSOR at any time within thirty (30) days prior to the expiration of this lease, to place upon the leased premises any usual or ordinary "TO LET" or "TO LEASE" sign.

DESTRUCTION OF PREMISES

10. In the event of a partial destruction of the leased premises during the term from any cause, LESSOR shall forthwith repair the same, providing such repairs can be made within forty-five (45) days, but such partial destruction shall in no way annul or void this Lease, except that LESSEE shall be entitled to a proportionate deduction of rent while such repairs are being made. Such proportionate

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deduction shall be based upon the extent to which the making of such repairs cannot be made within a reasonable time, at the cost of LESSOR, this Lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided. In the event that LESSOR does not so elect to make such repairs which cannot be made in forty-five (45) days, this Lease may be terminated at the option of either party. Nothing herein contained shall be construed as constituting a waiver by LESSEE of its right to terminate the Lease on such destruction as provided in Section 1932, Subdivision 2, or Section 1933, subdivision 4, of the California Civil Code in lieu of requiring LESSOR to restore the premises as herein provided.

11. In the event that the building in which the leased premises are situated is destroyed to the extent of not less than thirty-three and one-third percent (33 1/3 %) of the replacement cost thereof, LESSOR may elect to terminate this lease. A total destruction of the building in which the leased premises is situated shall terminate this Lease.

HOLDING OVER

12. In the event LESSEE should hold over after the expiration of the term of this lease or any extension thereof, with the consent of the LESSOR, such holding over shall be deemed a month-to-month tenancy of the same terms, covenants, and conditions so far as applicable as herein contained, except the rent shall be the same as the monthly installment rate of the immediately preceding leased period, plus any applicable adjustments as provide for in paragraph 4, until such tenancy is terminated in a manner prescribed by law.

ASSIGNMENT

13. LESSEE, shall neither assign this Lease nor sublet the leased premises without first obtaining the written consent of LESSOR to do so, provided, however, that LESSOR shall not arbitrarily or unreasonably refuse to grant consent to such assignment or subletting.

HEIRS

14. This Lease is and shall be binding upon the heirs, executor, administrators, successors and assigns of the LESSOR.

ATTORNEY'S FEES

15. In the event that suit shall be brought with respect to any of the provisions of this Lease, the prevailing party shall recover from the non-prevailing party a reasonable attorney's fee which shall be fixed by the court.

MODIFICATION

16. This Lease may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of LESSOR or LESSEE.

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NOTICES

17. All notices to be given pursuant to the terms of the Lease, whether required by this Lease or by California law, shall be deemed given when deposited in the United States mail, postage prepaid, and addressed to as follows:

To LESSOR: Sheila Sada
240 Granada Place
Santa Rosa, CA 95409

To LESSEE: Lake County Department of Social Services
PO BOX 9000
Lower Lake, CA 95457

SURRENDER OF PREMISES

18. LESSEE agrees at the expiration of the term of this Lease, or any extension thereto, or upon the earlier termination thereof for any reason, to quit and surrender said premises to LESSOR in as good state and condition as said premises are in when possession thereof is given to LESSEE, reasonable wear and tear and damage by the elements or an act of God excepted, and LESSEE agrees at the expiration of the leased term hereof or any prior termination thereof to remove or cause to be removed any and all signs that have been placed upon, in or about the premises by LESSEE and to repair and restore the premises to the same condition prior to the time of placing said signs upon, in or about the premises by LESSEE, reasonable wear and tear and damage by the elements excepted.

ABANDONMENT OF PREMISES

19. LESSEE shall not vacate or abandon the leased premises at any time during the term of this Lease.

TERMINATION

20. This Lease may be terminated:
- At any time upon mutual consent of both parties to the Lease, or by LESSEE upon thirty (30) days written notice to LESSOR.
 - By either party upon failure of the other party to comply with the Terms and conditions of this Lease provided, however, that ninety (90) days written notice shall be given to the other party.
 - LESSEE reasonable believes that it will have a need for the demised premises for the duration of the original term and all renewal terms and that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the rental payments may be made. The parties acknowledge and agree that the obligation of LESSEE to make payments to LESSOR is contingent upon receipt of funds from the California Department of Social Services (CDSS) as well as County matching funds necessary to support local Social Services Operation. Both program activities and funding allocations are subject to immediate reduction or termination in the even of the reduction or

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termination of such funding or authorization. In the event of non-appropriation of such funds, LESSEE will terminate this Lease without termination charge or other liability except security deposit will be forfeited.

ADDITIONAL PROVISIONS

21. This Lease shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Lease supersedes all prior leases, amendments, agreements, and all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Lease.

OPTION TO RENEW

22. LESSEE is hereby granted and, if not at the time in default under this Lease or any extension thereof, shall have an option to renew this Lease; under the same terms, covenants, and conditions so far as applicable as herein contained except that the rent provided for herein may be adjusted for each one year renewal period, as agreed to by the parties hereto.

INDEMNIFICATION-HOLD HARMLESS

23. LESSOR shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, and injury to or death of County officials, employees or agents, arising out of, or connected with LESSOR's performance under this lease, unless such damages, loss, injury or death is caused solely by the negligence of County.

ADMINISTRATION

24. The County Social Services Director shall represent LESSEE in all matters pertaining to this Lease and shall administer this Lease on behalf of LESSEE, Gary Sada and Sheila Sada shall be in charge of managing this Lease on behalf of LESSOR.

AMERICANS WITH DISABILITIES ACT (A.D.A.) OF 1990

25. LESSOR represents and warrants that LESSOR is delivering the premises free of violations of the Americans with Disabilities Act (A.D.A.) of 1990. In the event it is determined that A.D.A. violations exist after tenant occupies the premises, LESSOR, at LESSOR's sole expense shall promptly make all repairs, replacements, alteration, or improvements needed to comply with A.D.A. within a reasonable time after being notified of said violations.

INSURANCE

26. a. LESSEE shall be responsible for the replacement cost of all of LESSEE's personal property, LESSEE owned alterations and utility installations in, on, or about the premises, and shall use the proceeds from such insurance for the replacement of said personal property, restoration of alterations and utility

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installation. LESSOR shall have no responsibility for replacement costs of LESSEE's personal property, LESSEE's owned alterations and utility installations in, on, or about the premises.

b. At its own cost and expense, LESSOR shall maintain insurance coverage for the replacement cost of all of LESSOR's real property, building and premises, contiguous structures, and improvements and shall use the proceeds from such insurance for the replacement of said real property, restoration of building and premises, contiguous structures and improvements.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto subscribed their names the day and year in this lease first above written.

COUNTY OF LAKE

LANDLORD

CHAIR, Board of Supervisors


Sheila Sada

ATTEST:
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO

By: _____

County Counsel
By: 