

**NINTH AMENDMENT TO LEASE AGREEMENT BETWEEN COUNTY OF LAKE
AND LAW OFFICES OF EWING AND ASSOCIATES FOR PARKING LOT
LOCATED AT 926 S. FORBES ST. LAKEPORT, CA 95453**

This Eighth Amendment to the Lease Agreement is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "Lessee" and Law Offices of Ewing and Associates hereinafter referred to as "Lessor", collectively referred to as the "parties".

Whereas, the original Lease Agreement was executed on July 1, 2016; and

Whereas, the First Amendment was executed on April 4, 2017; and

Whereas, the Second Amendment was executed on March 13, 2018; and

Whereas, the Third Amendment was executed on May 7, 2019; and

Whereas, the Fourth Amendment was executed on July 21, 2020; and

Whereas, the Fifth Amendment was executed on April 6, 2021; and

Whereas, the Sixth Amendment was executed on May 10, 2022; and

Whereas, the Seventh Amendment was executed on June 27, 2023; and

Whereas, the Eighth Amendment was executed on March 5, 2024:

Whereas, there is a need to extend the term of the lease for an additional one (1) year.

NOW, THEREFORE, the parties hereto agree that the fifth paragraph of the Lease Agreement shall be amended as follows:

"The term of this lease shall be 10 years commencing on the 1st day of July 2016, and ending on the 30th day of June 2026. For the term of July 1, 2025 to June 30, 2026, the total rent or sum shall be four thousand eight hundred dollars (\$4,800.00), payable at four hundred dollars (\$400.00) per month, each in lawful money of the United States of America, on the 1st day of each and every calendar month."

The parties further agree to be bound by the following additional terms:

- (1) **TERMINATION:** This Lease Agreement may be terminated by mutual consent of the parties or by Lessee upon thirty (30) days' written notice to Lessor.

In the event of non-appropriation of funds for the services provided under this Agreement, Lessee may terminate this Agreement without termination charge or other liability. Upon termination, Lessor shall be paid a prorated amount for the services provided up to the date of termination.

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- (2) **MUTUAL INDEMNIFICATION**: Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.
- (3) **INSURANCE**: Contractor shall procure and maintain insurance coverage - both bodily injury and property damage - in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for personal injury and premises-operations.
- (4) **JURISDICTION AND VENUE**: This Lease Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

Except as specifically modified herein, all other terms and conditions of the July 1, 2016 Lease Agreement and subsequent Amendments shall remain in full force and effect.

Executed at Lakeport, California on _____.

COUNTY OF LAKE

CHAIR, Board of Supervisors

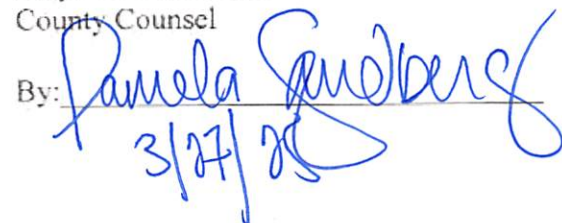
ATTEST: SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

LANDLORD


Mike Ewing 3-27-25

APPROVED AS TO FORM:
Lloyd C. Guintivano
County Counsel

By: 
3/27/25