

LEASE AGREEMENT BY AND BETWEEN THE COUNTY OF LAKE AND HOPE
CRISIS RESPONSE NETWORK FOR OFFICE SPACE FOR THE HOPE CITY
REBUILDING PROJECT

RECITALS

WHEREAS, the County is a political subdivision of the State of California and the Hope Crisis Response Network is a 501(c)(3) nonprofit entity dedicated to serving individuals, families and communities impacted by natural or man-made disasters; and

WHEREAS, the County of Lake remains in a State of Emergency as a result of the widespread destruction of those wildland fires and disaster recovery is continuing and will be ongoing for some time; and

WHEREAS, a critical factor in the County's recovery, both economically and as a fully functioning community, is the return of County residents who have lost their homes as a result of the wildland fires; and

WHEREAS, the Hope Crisis Response Network operates a rebuilding project in the County called Hope City and it is the goal of Hope City to assist in the rebuilding process by building approximately 100 homes using volunteer labor from all over the U.S. and Canada; and

WHEREAS, the Hope City project will build those homes for families affected by the wildland fires in Lake County in 2015 and 2016 and will do so at no cost to them; and

WHEREAS, Hope City is part of Team Lake County, the local group of Volunteer Organizations Assisting in Disaster (VOAD) and will work in collaboration with Hammers for Hope, local businesses, and other community organizations and leaders; and

WHEREAS, the County wishes to support and assist in the Hope City project because of its significance in improving, not only the health, safety, and welfare of the County's disaster victims, but of all residents of the County by making the County of Lake whole again; and

WHEREAS, the Hope City project is predominantly a volunteer effort, Hope Crisis Response Network desires to lease a location at little or no cost which would allow for convenient access by County residents damaged by the wildfires to work with Hope City on their respective recovery plans; and

WHEREAS, there is a portion of a County-owned property, used for purposes associated with the functions and operations of the Lake County Sheriff's Office, which is not presently required for County use, and which can be leased as an interim measure; and

WHEREAS, given the public purpose of the Hope City project and the economic benefit to the recovery efforts of the County as a whole, the County is willing to use said property jointly with Hope Crisis Response Network pursuant to Government Code section 25549.1; and

WHEREAS, said property is suitable for the Hope City project needs

NOW THEREFORE, the parties hereto agree as follows:

This lease is entered into this 7th of February, 2017, by and between the County of Lake and hereinafter referred to as "LESSOR" and Hope Crisis Response Network, hereinafter referred to as "LESSEE" and IT IS AGREED by and between the parties hereto as follows:

1. LESSOR hereby leases to LESSEE, on the terms and conditions hereinafter set forth, those premises in Middletown, County of Lake, State of California, described as follows:

One office located in that real property commonly known as the Middletown Substation located at 21277 Calistoga Street in Middletown, California (hereinafter, the "premises").
2. Term. Said lease shall commence on February 7, 2017 and shall terminate on February 6, 2018, unless earlier terminated as herein provided.
3. Option to Renew. Upon written agreement of LESSOR, LESSEE may renew this lease for successive additional one-year periods under the same terms and conditions as herein contained. A request to exercise the option to renew must be made by LESSEE in writing at least sixty (60) days prior to expiration of the lease term.
4. Rental Payment. LESSOR agrees to lease the premises to LESSEE for the lease term herein and any additional one-year lease renewals for the amount of one dollar (\$1.00) per year.
5. Use of Premises. The premises leased herein shall be used by the Hope City to meet with Lake County disaster victims whose homes were lost in the wildland fires of 2015 and 2016 and to assist them with rebuilding their homes. The hours of use shall be at the discretion of LESSEE. Operations shall not interfere with the County's related needs or activities.
6. Utilities and Custodial. LESSEE shall sign up with utility providers and assume all utilities costs for the premises during the term of the lease. LESSEE shall provide custodial and maintenance services at the premises and shall maintain the premises in good order at all times during the term of this lease.
7. Furnishing and Equipment. LESSEE shall provide, at its own expense any and all office equipment and/or furnishings necessary for it to make use of the premises. LESSEE shall be permitted to place appropriate identification signs in and around the premises subject to first obtaining the approval of the LESSOR.
8. Hold Harmless. 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.

9. Insurance. The LESSEE further agrees to maintain, at its sole cost, Liability insurance to include General Liability, for any and all property claims and suits for damage arising out of the operations of the LESSEE, its officers, agents, representatives, volunteers or employees. The policy shall provide coverage for bodily injury and property damage in an amount not less than \$1,000,000.00 per occurrence or proof of participation in a self-insured program, evidencing that you have satisfied the minimum insurance requirements, in this agreement. The Commercial General Liability Insurance must contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to LESSEE's insurance on Form CG 20 10 11 85.

10. Repair and Alteration. LESSOR shall be responsible for any repairs of the premises during the lease term unless the necessity for such repair is the result of an action or omission of LESSEE; in which case, the LESSEE shall be responsible for the cost of any such repair(s). LESSEE shall not make or cause to be made any alteration of the leased premises without written consent of LESSOR's Undersheriff and Public Services Director.
11. Termination. This lease agreement may be terminated by either party upon sixty (60) days written notice to the other party.
12. Jurisdiction and Venue. This 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.

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13. Notice. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake (LESSOR)

Office of the Sheriff

P.O. Box 489

Lakeport, California 95453

Attn: Undersheriff

Hope Crisis Response Network (LESSEE)

P.O. Box 967

Middletown, California 95461

14. Additional Provisions. This lease agreement 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 agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this lease.

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IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written at _____, California.

COUNTY OF LAKE/LESSOR

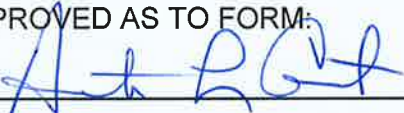
HOPE CRISIS RESPONSE NETWORK/LESSEE

CHAIRMAN, Board of Supervisors

ATTEST: Carol J. Huchingson
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:



Anita L. Grant

County Counsel