

**LEASE AGREEMENT
BETWEEN
COUNTY OF SISKIYOU
AND
KATHLEEN J. FRANCIS**

This Lease Agreement (“Agreement”) is made and entered into by and between:

Kathleen J. Francis

a California Sole Proprietor (“Landlord”), and the County of Siskiyou, a political subdivision of the State of California (“Tenant”), for the benefit of the Siskiyou County Public Health Department (“Department”). This Agreement becomes effective on the date signed by all parties to it.

THE PARTIES AGREE:

1. PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, described in Exhibit A and incorporated by reference. If a conflict occurs as to the description of the Premises, the Tenant’s understanding applies.
2. TERM; OPTION TO EXTEND TERM. The lease commences on April 1, 2022, and terminates at 11:59 p.m. on July 31, 2023, unless otherwise terminated by the parties as provided for in this Agreement. Tenant has an option to extend the term of this Agreement twice, each time for a period of one-year. To exercise its option, Tenant must provide no less than 60 days written notice prior to this Agreement’s expiration.
3. RENT. Tenant will pay Rent to Landlord for use of the Premises. Tenant will make Rent payments to Landlord in accordance with Schedule A.
4. USE. Tenant will use the Premises as an office space, for those uses incidental to the use as an office space, and for those uses for which the Premises is intended.
5. CARE. Tenant must keep the Premises in an orderly condition. If Landlord considers Tenant to be in breach of this provision, Landlord must provide Tenant notice of the breach and 30 days, from the receipt of notice, to cure the breach.
6. REPAIR AND MAINTENANCE. Landlord must, at its sole cost and expense, keep and maintain the Premises in good and sanitary order, condition and repair, reasonable wear and tear excepted. Tenant shall be responsible for standard interior cleaning and supplies for same.
7. INDEMNITY. Each party agrees to indemnify, defend, and hold the other harmless from liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, attorney fees and costs, arising by reason of any death, bodily injury, personal injury, or property damage that results from the negligence or willful misconduct of that party or its agents, employees, invitees, licensees, contractors, and subcontractors.

8. INSURANCE. Tenant is self-insured and will cover its liability and damage risks under its self-insurance program. Landlord must maintain general liability coverage in amounts satisfactory to Tenant. Landlord must provide Tenant a certificate of insurance, prior to the execution of this Agreement, as evidence that Landlord has obtained, or maintains the satisfactory coverage. In the event of cancellation, non-renewal, or material alteration effecting coverage required by this Agreement, the party suffering cancellation, non-renewal, or alteration must immediately provide notice to the other. The party receiving notice may terminate this Agreement.
9. INSPECTION. Tenant will provide Landlord reasonable access to the Premises to fulfill Landlord's obligations under this Agreement. Landlord may also enter the Premises, during reasonable business hours, provided that Landlord has given Tenant 24-hour notice of Landlord's intent to enter the Premises for purposes of inspecting the Premises to ensure Tenant's compliance with Tenant's obligations under this Agreement.
10. DESTRUCTION OF PREMISES. If the Premises, or any essential part on or about the Premises, is destroyed by fire or other casualty, this Agreement will, in case of total destruction, immediately terminate, and, in the case of partial destruction or damage, terminate at the option of Tenant. If Tenant terminates the Agreement under this provision, or if the Agreement terminates due to total destruction, Tenant is relieved of any obligation to make payments under this Agreement. If Tenant does not elect to terminate this Agreement, the Landlord must immediately make those repairs necessary to restore the Premises to its condition immediately preceding the fire or other casualty. If any part of the Premises cannot be occupied following fire or other causality, or during its repair, Landlord must reduce Rent in proportion to the area of the Premises which cannot be occupied.
11. PERSONAL PROPERTY OF TENANT. All fixtures and equipment installed on or about the Premises by Tenant, or owned by Tenant, continue to be the property of Tenant and may be removed by Tenant at the expiration of this Agreement, replacing any of Landlord's fixtures that have been removed.
12. SIGNS. Tenant, at its own expense, may erect and maintain on or about the Premises any signage it determines is reasonably necessary to provide notice to the public of Tenant's occupancy. Tenant, at its own expense, on surrender of the Premises, must remove any signage erected and maintained.
13. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Landlord represents that the Premises complies with all federal, state, and local laws, rules and regulations now in force. Landlord further represents that Landlord will maintain the Premises, at its sole cost and expense, in compliance with all federal, state, and local laws, rules and regulations as amended.

14. HAZARDOUS MATERIALS. Landlord represents that, with respect to the Premises and the land upon which the Premises is located; Landlord does not know of, and has not received notice from any governmental agency with respect to any hazardous materials or substances. If Landlord learns of, or receives notice of, any hazardous materials or substances, Landlord must immediately notify Tenant and take action as necessary to bring the Premises into compliance with applicable law. If Landlord chooses not to cure, or fails to timely cure, the, Tenant may choose to terminate this Agreement.

15. WAIVER. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

16. NOTICE. All notices must be provided in writing and must be given by personal delivery, by mail or by a reputable delivery service (i.e., FedEx, etc.). Notices sent by mail or delivery service must be addressed to:

If to Landlord: Kathleen J. Francis
4532 Pheasant Lane
Montague, CA 96064
530-905-2883
Kfrancis80@gmail.com

If to Tenant: County of Siskiyou
Public Health Department
810 South Main Street
Yreka, California 96097

With copy to: County of Siskiyou
Office of County Counsel
P.O. Box 659
1312 Fairlane Road, Suite 6
Yreka, California 96097

If properly addressed, are deemed given upon deposit in the United States mail, postage prepaid or with a reputable delivery service, payment provided. In all other instances, or as specified in this Agreement, notices are deemed given at the time of actual delivery. Changes may be made in the name and addresses of the person to whom notices are to be given by giving notice under this provision.

17. UTILITIES; SERVICES. Tenant agrees to pay all charges for telephone services, regular trash pickup and any other utility services which may occur or become payable during the period of this Agreement. Landlord will pay for water/sewer/fire and yard maintenance.

18. SURRENDER. Tenant will surrender the Premises in the same condition as when Tenant took possession, allowing for reasonable use and wear, upon expiration of this Agreement.

19. HOLDING OVER. If Tenant occupies the Premises after the expiration of this Agreement, Tenant's occupancy will be a month-to-month tenancy on the same terms and conditions.

20. TERMINATION.

Intentionally Omitted

21. BINDING ON SUCCESSORS. This Agreement inures to the benefit of and is binding on the successors and assigns of the parties.

22. MODIFICATION. This Agreement may be supplemented, amended, or modified only by the agreement of the parties. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both parties. No provisions in either party's correspondence or other business forms used by either party will supersede or add to the terms and conditions of this Agreement.

23. COUNTING DAYS. Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded. Any act required by this Agreement to be performed by a certain day is timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this Agreement is a Saturday, a Sunday, or a legal holiday, then the time for performance of that obligation is extended to 5:00 p.m. local time on the first following day that is not a Saturday, Sunday, or legal holiday. As used in this section, "legal holiday" means those days designated as "holidays" in Government Code § 6700 and those designated by County Ordinance.

24. INCORPORATION BY REFERENCE. The exhibits, the schedules, and any other separate writing attached to this Agreement, constitute a part of this Agreement and are incorporated into this Agreement by this reference. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement will prevail.

25. SEVERABILITY. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

26. AMBIGUITIES. Each party and its counsel have participated, or have been given an opportunity to participate, fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.
27. CONSTRUCTION. Time is of the essence. The plural and singular numbers are each deemed to include the other. The masculine, feminine, and neuter genders are each deemed to include the others. Handwritten or typed words have no greater weight than printed words. The headings are for convenience only.
28. ENTIRE AGREEMENT. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede(s) all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation outside those expressly set forth in this Agreement.
29. NECESSARY ACTS AND FURTHER ASSURANCES. The parties, at their own cost and expense, must execute and deliver those documents and instruments and must take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purpose of this Agreement.

[Intentionally Left Blank; Signatures to Follow]

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

 BRANDON A. CRISS, CHAIR
 Board of Supervisors
 County of Siskiyou
 State of California

ATTEST:
 LAURA BYNUM
 Clerk, Board of Supervisors

By: _____
 Deputy

CONTRACTOR: Kathleen J. Francis

Date: _____

 Kathleen J. Francis, Sole Proprietor

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>	<u>Activity Code (if applicable)</u>	
2121	401015	109010	Security Deposit	\$ 4,460.00
2162	401015	181020	April 2022 rent (First)	\$ 4,460.00
2162	401015	726000	July 2023 rent (Last)	\$ 4,460.00
2162	401015	726000	May 1 2022-June 30, 2022	\$ 8,920.00
2162	401015	726000	July 1, 2022-June 30, 2023	<u>\$53,520.00</u>

If not to exceed, include amount not to exceed: **\$75,820.00**

Schedule A

<u>Payment Date</u>	<u>Amount Due</u>
*TBD	\$13,380.00
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May 2, 2022	\$4,460.00
June 1, 2022	\$4,460.00
July 1, 2022	\$4,460.00
August 1, 2022	\$4,460.00
September 1, 2022	\$4,460.00
October 3, 2022	\$4,460.00
November 1, 2022	\$4,460.00
December 1, 2022	\$4,460.00
January 2, 2023	\$4,460.00
February 1, 2023	\$4,460.00
March 1, 2023	\$4,460.00
April 4, 2023	\$4,460.00
May 1, 2023	\$4,460.00
June 1, 2023	\$4,460.00

*Date to be determined once this Lease is executed by Board of Supervisors and encumbered by the Auditor

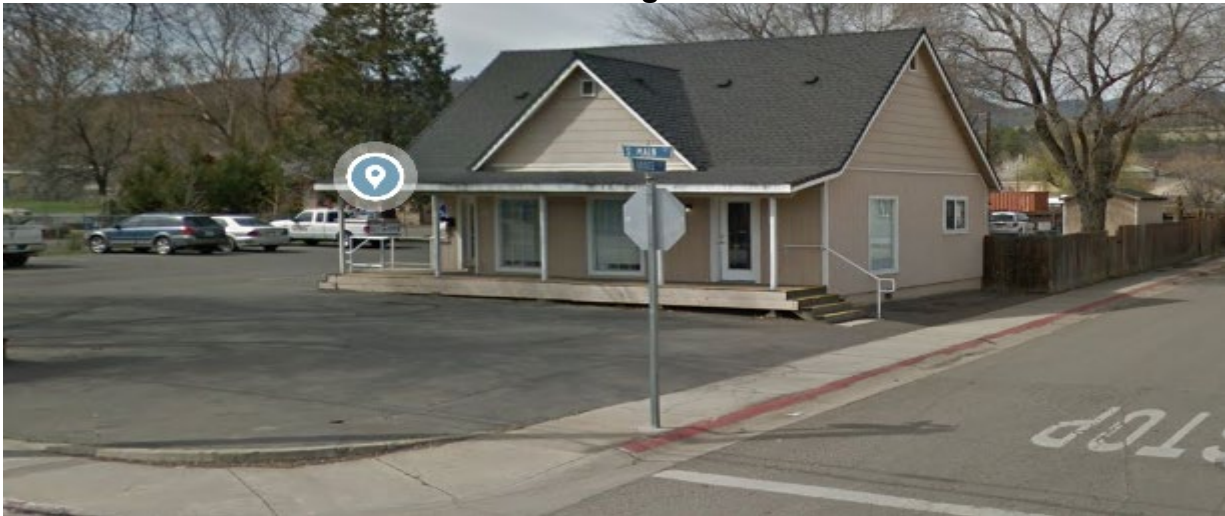
Exhibit A

Real property locations are:

**1273 S. Main Street
Buildings "B" and "C"
Yreka, California 96097**

These locations are for office space and storage which will be occupied each business day of the month.

Building "B"



Building "C"

