

## **REAL PROPERTY LEASE AGREEMENT**

THIS LEASE AGREEMENT is made between PARMEER SINGH, JASKARN SINGH JOHAL, AND BHUPINDER KOONER, INDIVIDUALS, hereinafter referred to as “Lessor,” and the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as “County” (collectively, the “Parties” and individually a “Party”).

Section 1. **PREMISES:**

Lessor hereby leases to County those premises located at 1200 S. Main Street, Yreka, CA 96097, County of Siskiyou, State of California, consisting of approximately 6,500 square feet of office space, driveways, sidewalks, and common use public parking spaces.

Section 2. **TERM AND TERMINATION:**

2.1 **Initial Term and Option to Extend Term.** The initial term shall be the six-month grant implementation period not to exceed \$42,000.00. At the expiration of the initial term of this lease, if County is not in default, County shall have the option to continue month to month until the Community-Based Organization (CBO) has a fully executed contract.

2.2 **Holding Over.** Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives 30 days written notice to the other, and County’s tenancy shall terminate at midnight on the last day of the month following the last day of the month in which such notice is given.

2.3 **Fiscal Termination.** County is a public entity. Lessor acknowledges and agrees that the obligation of County to pay rent under this lease is contingent upon the availability of County funds which are appropriated or allocated by County’s Board of Supervisors for the payment of rent. Should the funding for the intended use of the premises cease, be materially decreased, or otherwise not available or not be appropriated or allocated by the Board of Supervisors during the term of this lease, County may terminate this lease by furnishing at least 30 days written notice of its intention to vacate. In no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the term of this lease. The parties acknowledge and agree that the power to terminate described in this section is required by

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Article 16, section 18 of the California Constitution, and that that constitutional provision supersedes any law, rule, regulation, or statute which conflicts with the provisions of this subsection.

2.4 **Termination Due to Contamination.** Notwithstanding any other provision of this lease, County shall have the right to terminate this lease should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause County to expend funds to eliminate the problems in order to continue its tenancy. County shall have no liability for any repairs occasioned by asbestos, lead, mold fungus, or other contamination problems, and has the option to terminate this lease should County reasonably determine that any such problem exists.

Section 3. **RENT:**

3.1 **Rent.** The rent to be paid for the initial term and any extensions of this lease shall be **\$6,959.00 per month for years 1-3** (\$6,500 base rent, plus pass through of \$284 property taxes and \$175 property insurance per month). **For years 4-6,** the rent to be paid shall be **\$7,544.00 per month** (\$7,085 base rent, plus pass through of \$284 property taxes and \$175 property insurance per month). County shall remain liable and continue to pay rent until a CBO is identified and assumes this lease. Lessor shall provide the County with a copy of the property taxes and property insurance paid on the property on an annual basis or as required by the County's auditors. Rent shall be paid in advance on the first County business day of each month of the term and any extensions of this lease. For purposes of this lease, rent shall be considered paid if: (1) deposited in the United States mail, postage prepaid, and addressed to the Lessor at the address specified for notices in this lease on the first County business day of the month; or (2) executing a transfer of the rent via automated clearing house ("ACH") on the first County business day of the month in accordance with the provisions of a validly executed ACH Direct Deposit Authorization form that has been delivered to County's Auditor-Controller.3.2

**Prorated Rent.** If the term begins (or ends) on other than the first (or last) day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

3.3 **First and Second Monthly Rent Payments.** Notwithstanding anything to the contrary in this lease, the first and second monthly rent payments pursuant to this lease may be

paid other than in advance, but no later than 30 days after the date of signing of this lease by both Parties.

3.4 **Security Deposit.** It is the intent of the parties that any security deposit required by Lessor remain as a security deposit for the Community-Based Organization (CBO) when County transfers the lease to the CBO. The security deposit shall be in the amount of \$6,959.00.

Section 4. **USE OF PREMISES:**

County shall use and occupy the premises for the stated purpose of providing government funded low-barrier homeless shelter and treatment services. The premises shall be used for no other purpose without the written consent of Lessor. Such consent shall not be unreasonably withheld.

Section 5. **SERVICES AND UTILITIES:**

5.1 **County's Obligations.** County shall pay all charges for electricity, gas, telephone, garbage removal, water and sewer service, and custodial services associated with the premises during the term of this lease and any extensions of the term.

5.2 **Lessor's Obligations.** Lessor shall pay all charges for common area utilities and all costs associated with taxes and insurance on the premises.

5.3 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this lease, both Lessor and County shall be bound thereby. Any costs associated with compliance shall be paid by the Lessor unless such costs are directly related to the conduct of County's business within the premises.

Section 6. **MAINTENANCE AND REPAIRS:**

6.1 **Lessor's Obligations.**

6.1.1 Lessor may, upon written authorization by County, enter and inspect the premises at reasonable times to render maintenance services or make any necessary repairs to the premises. Written authorization for this purpose may be provided to Lessor via email by the County Executive Officer, the Director of Siskiyou County Health and Human Services, or their designees.

6.1.2 Lessor shall, during the term of this lease or any extension of the term, provide and maintain in good repair and tenantable condition, at Lessor's own cost, the exterior of the premises, together with appurtenances, rights, privileges and easements belonging or appertaining thereto including, but not limited to, the following: landscaping, building structural integrity, roof and exterior of said building, heating and air conditioning systems, HVAC duct system/mechanical units, electrical system including wiring/circuit breakers/transformers, fire alarm system, plumbing, paving, parking lots, parking lot striping, fencing, irrigation systems, walks, roof, gutters, downspouts, exterior walls, exterior doors, exterior door handles, windows, exterior building including, but not limited to, exterior lighting, and other outside elements of the premises. Lessor shall also provide for maintenance of common use of driveways, sidewalks, and common use public parking spaces. Lessor's maintenance obligation under this section does not include snow removal.

6.1.3 Lessor shall, during the term of this lease or any extension of the term, provide and maintain in good repair and tenantable condition, at Lessor's own cost, interior structural components including, but not limited to, stairways, handrails, ceilings, doors, door handles, fire sprinkler systems, fire alarm systems, and walls.

6.1.4 Lessor shall, at Lessor's own cost, promptly make repairs to areas of water intrusion and replace any building materials that show signs of current or previous water intrusion.

6.1.5 Lessor is responsible for repairs or maintenance to the premises which are caused by Lessor, or its agents, employees, contractors, or others entering the premises on Lessor's behalf including, but not limited to, for the purpose of performing the work described in section 7.2 of this lease and/or other maintenance and repairs.

6.1.6 If Lessor, or its employees, contractors or others are at the premises on Lessor's behalf after County's regular business hours for any reason whatsoever, Lessor is responsible for securing the premises including, but not limited to, locking windows, locking doors, and alarming the security system.

## 6.2 County's Obligations.

6.2.1 County shall furnish at County's sole expense all electric light bulbs and/or tubes as required during the term of this lease and any extensions of the term.

6.2.2 County shall, at County's own expense and at all times, maintain the interior of the premises in good and safe condition. Except as provided in section 6.1, County shall be responsible for repairs or maintenance to the premises which are caused by County, or its employees, contractors or others entering the premises on County's behalf.

6.2.3 County shall repair at its own expense any damage to the premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions, or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.

6.2.4 County shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, HVAC, or other systems serving, located in, or passing through the premises, including notice of any water intrusion. If, after notice from County, Lessor does not commence making repairs within 48 hours, County may cause the repairs to be made and deduct the cost of the repairs from the rent.

6.2.5 County shall be allowed to re-key all locks serving the premises at its sole cost and discretion. In the event of such re-keying, County shall provide Lessor a key within five working days. In the event County does not provide Lessor a key, County shall be responsible for any damage caused by entry during an emergency when such damage is caused by Lessor's lack of a key.

6.2.6 County shall be allowed to change any or all security alarm codes on the premises. County may provide a security alarm code to Lessor upon the effective date of this lease for the purpose of emergency access by Lessor. Lessor shall keep the alarm code secure.

6.2.7 Any and all necessary repairs to the leased premises caused by or attributable to the negligent activities of the County, or its agents, employees, or invitees, shall be the sole responsibility of the County.

### 6.3 **Compliance with Law.**

6.3.1 Lessor and County shall each do all acts required to comply with all applicable laws, ordinances, regulations, and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by Lessor unless such costs are directly related to the conduct of County's business within the premises.

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6.3.2 Lessor represents that the premises are compliant with the Americans with Disabilities Act (42 USC sec. 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. Lessor's obligation as set forth in Section 9.2 herein shall include the obligation to indemnify, defend, and hold County harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.3.3 As required by California Civil Code section 1938, Lessor represents that the premises have not undergone inspection by a Certified Access Specialist (CAsp).

Section 7. **ALTERATIONS:**

The County takes the premises as is. All work done to prepare the premises for move-in shall be paid by the County and must comply with all applicable codes and must be approved by the Lessor (such approval shall not be unreasonably withheld).

7.1 **Alterations by County.**

7.1.1 **Communication and Telecommunication Alterations.** County, at its own cost, may install in the premises the equipment needed for telecommunication systems and computer terminals including, but not limited to, telephone cable, key system units, intercom systems, telephones, answering machines, security systems, computer cabling, and additional fan(s) or cooling system(s) for hardware such as servers and computers.

7.1.2 **Signage.** County shall have the exclusive right to erect and maintain on the premises all signs it deems appropriate. Lessor shall not permit any signs or advertising matter of any nature other than County's without County's written consent. Lessor shall cooperate with County in obtaining any variances from restrictions placed on the use of signs by local authorities.

7.1.3 **Security and Safety Alterations.** County, at its own cost, may install, and repair and/or replace as needed, in the premises the equipment needed for security systems including, but not limited to, burglar/intruder alarm systems (may include infrared motion sensors, glass break sensors, and door sensors), panic button systems (including, but not limited to, transmitters, receivers, buttons), fire alarm systems, fire extinguishers, and manual and/or electronic access systems, including but not limited to, proximity badge and/or biometric access systems.

**7.1.4 Other Alterations by County.** Except as specifically permitted by subsections 7.1.1, 7.1.2, and 7.1.3 above, County, with Lessor's written consent, which shall not be unreasonably withheld, may make any alterations to the premises, or any part of the premises that County deems appropriate and necessary. Written consent by Lessor may be provided via facsimile or email with original to follow. Written consent by Lessor for this purpose may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**7.1.5 End of Lease.** All improvements made by County to the premises that are attached to the premises so that they cannot be removed without material injury to the premises shall become the property of Lessor upon installation and County shall have no obligation or liability for removal of such improvements. Not later than the last day of the term of this lease, County shall, at County expense, remove all of County's personal property and those improvements made by County which have not become the property of Lessor, including trade fixtures, cabinet work, moveable paneling, partitions and the like; repair all damage resulting from the installation or removal of such property and improvements; surrender the premises in as good order, condition or repair as they were in at the beginning of the term, except for reasonable use and wear thereof, and damage by fire, the elements, casualty, act of God or other cause not due to the misuse or neglect of County or County's officers, agents, employees or visitors; and remove at County's expense any signs, notices or displays placed or installed by County.

## **7.2 Alterations by Lessor.**

**7.2.1 Compliance with Law; Testing.** During the term of this lease and any options thereof, should Lessor make any modifications or alterations to the premises, modifications or alterations shall comply with the California Building Code, local building codes Americans with Disabilities Act (ADA) regulations, and all other applicable laws and regulations. The Lessor shall pay the costs and shall take samples and test, by an accrediting laboratory, all building materials subject to remodel, modifications or repair for asbestos and lead in paint content prior to performing the work. The laboratory test report shall be provided to County prior to commencement of the work. In the event asbestos and/or lead in paint is found in building materials that will be disturbed in the course of remodeling, modifications or repair, the Lessor shall pay the costs and handle the materials as per the California Code of Regulations,

local codes, Federal Environmental Protection Agency regulations, and all other applicable laws and regulations.

**7.2.2 Prevailing Wages.** Lessor shall and shall require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between Lessor and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Siskiyou County's Department of Public Works, Yreka, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

By this notice, Lessor is also informed that Public Contract Code section 22002 et seq. applies to work performed pursuant to this lease. In addition to any other indemnification provision of this lease, Lessor shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by Lessor arising in part or in whole from Lessor's or its agents, contractors, or employees' failure to comply with the duties proscribed by this section.

Section 8. **ASSIGNMENT AND SUBLETTING:**

**8.1 Lessor's Consent Required.** County shall not assign this lease, or any interest therein, and shall not lease or sublet said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Lessor, which consent shall not be unreasonably withheld. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this lease, or of any interest therein, or subletting, either by voluntary or involuntary act of County, or by operation of law or



otherwise, shall, at the option of Lessor, terminate this lease, and any such purported assignment, transfer or subletting without such consent shall be null and void.

8.2 **Release of County.** In the event of an assignment of this lease, which is approved by Lessor, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of this lease, County shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

8.3 **Assignment Contemplated.** County intends to assign this lease to a Community-Based Organization (CBO). By executing this lease agreement, Lessor hereby expressly consents to any such assignment by County to a CBO. Once the lease has been assigned to a CBO, County shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant. The parties contemplate that County will assign this lease to a CBO within the first year of this lease.

Section 9. **INDEMNITY:**

9.1 **County's Indemnification.** County shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the premises when such injury, death or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by County, its agents, contractors, or employees. County shall further indemnify and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of County or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Lessor by reason of any such claim, County, upon notice from Lessor, shall defend the same at County's expense provided, however, that County shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of Lessor or its agents, contractors, or employees. Lessor shall provide notice to County within 10 days of receipt or notice of any claim.

9.2 **Lessor's Indemnification.** Lessor shall indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and defend County against

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any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Lessor, its agents, contractors, or employees. Lessor shall further indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of Lessor, or any of its agents, contractors, or employees and from and against all costs, attorney's fees (including fees of County Counsel), expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, Lessor, upon notice from County, shall defend the same at Lessor's expense provided, however, that Lessor shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of County or its agents or employees. County shall be required to provide notice to the Lessor within 10 days of receipt or notice of any claim.

Section 10. **INSURANCE:**

10.1 Lessor shall maintain throughout the term of this lease and any extension of the term, fire and extended coverage insurance to protect Lessor's interest in the premises and all common areas.

10.2 Lessor releases County from liability for loss or damage covered by Lessor's fire and extended coverage insurance; each such policy shall contain a clause or be endorsed to state the carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement.

10.3 County is self-insured and shall cover its general liability and property damage risks pursuant to its self-insurance program. County will provide evidence of coverage upon request by Lessor.

Section 11. **DAMAGE OR DESTRUCTION:**

In the event of any damage to or destruction of the premises, or any portion of the premises, at any time during the term or extended term of this lease, Lessor will promptly repair,

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replace, restore, and renew the good condition, order, and repair of the premises. Lessor or County may, in writing delivered to the other party within 30 days after the damage or destruction, terminate this lease as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three months to complete or if the damage or destruction occurs within the final 12 months of the term. During the period of any such repair, replacement, restoration, or renewal, the obligation of County to pay rent will be abated to the extent the premises are effectively rendered unfit for their intended use by County as a result of such damage or destruction.

Section 12. **EMINENT DOMAIN:**

If all or any part of the premises are taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this lease as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in a termination of this lease, rent shall be abated in the proportion which the part of the premises made unusable bears to the rented area of the premises immediately prior to the taking. All consideration, compensation, damages, income, rent, awards, relocation expenses, and interest that may be paid or made in connection with any taking will be divided between the parties as their respective interests may appear as determined by the condemning authority.

Section 13. **DEFAULT:**

If either the Lessor or County fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 14 and the defaulting party shall have 10 days from receipt of the notice of default to cure said breach. In the event the default is not cured within the 10-day period, the noticing party may terminate this lease.

Section 14. **NOTICES:**

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United

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States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Unless otherwise stated in this lease, any written or oral notices on behalf of County as provided for in this lease may be executed and/or exercised by the County Executive Officer or the Director of Health and Human Services.

If to Lessor: Jaskarn Singh Johal, an Individual  
1996 Blevin Rd  
Yuba City, CA 95993  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

If to Tenant: Sarah Collard, Director  
2060 Campus Drive  
Yreka, CA 96097  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

With copy to: County of Siskiyou  
Office of County Counsel  
P.O. Box 659  
205 Lane Street  
Yreka, California 96097

Section 15. **GOVERNING LAW:**

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this lease shall be litigated in the State of California and venue shall lie in the County of Siskiyou.

Section 16. **INUREMENT:**

Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

Section 17. **ENTIRE AGREEMENT:**

This instrument along with any exhibits or attachments hereto constitutes the entire lease between Lessor and County relative to the premises. This lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both Lessor and County. Lessor and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the premises are written into or revoked by this lease. If any provision contained in an exhibit or attachment to this lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 18. **ATTORNEY'S FEES:**

If any legal action is brought by either party for the enforcement or interpretation of this lease, for remedy due to its breach, for recovery of the premises, or in any other way arising from the terms of this lease, the prevailing party shall be entitled to recovery reasonable attorney fees (including fees of County Counsel), costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 19. **PROPERTY TAXES:**

Lessor represents and warrants that Lessor, on the date of execution of this lease, (1) has paid all property taxes for which Lessor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Lessor shall make timely payment of all property taxes at all times during the term of this lease.

Section 20. **HIPAA CONSIDERATION:**

Lessor acknowledges that County's patient files are confidential to its patients, as provided under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Notwithstanding any default by County, the exercise of any right of entry by Lessor, or lien rights of the Lessor, Lessor hereby covenants and agrees to (a) not access patient files; (b) use all reasonable precautions to assure that no employee, agent, contractor, or others at the premises on Lessor's behalf access such files; (c) provide County with access to its patient files at all times;

and (d) otherwise comply with each and every provision of all applicable laws and regulations including, but not limited to, HIPAA.

Section 21. **CONFIDENTIALITY:**

This lease is for Lessor to provide the premises to County in consideration of County providing government funded low-barrier homeless shelter and treatment services at the Premises. However, should information regarding County's clients become known to Lessor, the following confidentiality rules shall apply:

(a) Lessor shall comply with, and require all of Lessor's employees, contractors, volunteers, agents, and officers to comply with, all applicable laws pertaining to the confidentiality of documents or data in whatever form and all the provisions of sections 827, 5328 and 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures.

(b) Lessor shall ensure all of Lessor's employees, contractors, volunteers, agents, and officers comply with the above provisions, and shall inform all of Lessor's employees, contractors, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

(c) Lessor shall preserve the confidentiality of and not disclose any confidential or proprietary information to any third party without the express written consent of County or as required by law. This provision shall survive the termination, expiration, or cancellation of this lease.

Section 22. **VIOLATION OF CONFIDENTIALITY:**

To the fullest extent permitted by law, Lessor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, fines, penalties, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising out of any violation of any law or regulation regarding confidentiality including, but not limited to, HIPPA, by Lessor or by any of Lessor's subcontractors, any person employed under Lessor, or under any subcontractor, or in any capacity, except when the violation, injury or loss is caused by the sole negligence or

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intentional wrongdoing of County. Lessor shall also, at Lessor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising out of any violation of any law or regulation regarding confidentiality including, but not limited to, HIPPA by Lessor, or any of Lessor's subcontractors, any person employed under Lessor, or under any Subcontractor, or in any capacity. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this lease.

Section 23. **BOARD OF STATE AND COMMUNITY CORRECTION REQUIREMENTS (BSCC):**

This lease shall include the following BSCC contract requirements:

- 23.1 **Access to Documents.** BSCC, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, are permitted access to any books, documents, papers, and records of the contractor which are directly pertinent to the program for the purpose of making audits, examinations, excerpts, and transcriptions for all contracts greater than \$100,000; and
- 23.2 **Equal Opportunity Employment.** Compliance with Equal Employment Opportunity per Executive Order 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60 (required on all CBO contracts, and on all governmental entity construction contracts awarded in excess of \$10,000).

Section 24. **LEASE EXECUTION:**

This lease may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**(SIGNATURES ON FOLLOWING PAGE)**

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

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
Ed Valenzuela, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

CONTRACTOR: Jaskarn Singh Johal, Lessor

Date: 1/4/2023

DocuSigned by:  
Jaskarn Johal, Lessor  
15E1232F74D84D1  
Jaskarn Singh Johal, an individual

Date: \_\_\_\_\_

\_\_\_\_\_  
N/A

License No.: \_\_\_\_\_  
(Licensed in accordance with an act providing for the registration of contractors)

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

APPROVED AS TO ACCOUNTING FORM:			
Fund	Organization	Account	Activity Code
2122	401030	726000	2075

If not to exceed, include amount not to exceed: \$42,000.00








**Schedule 'A'**

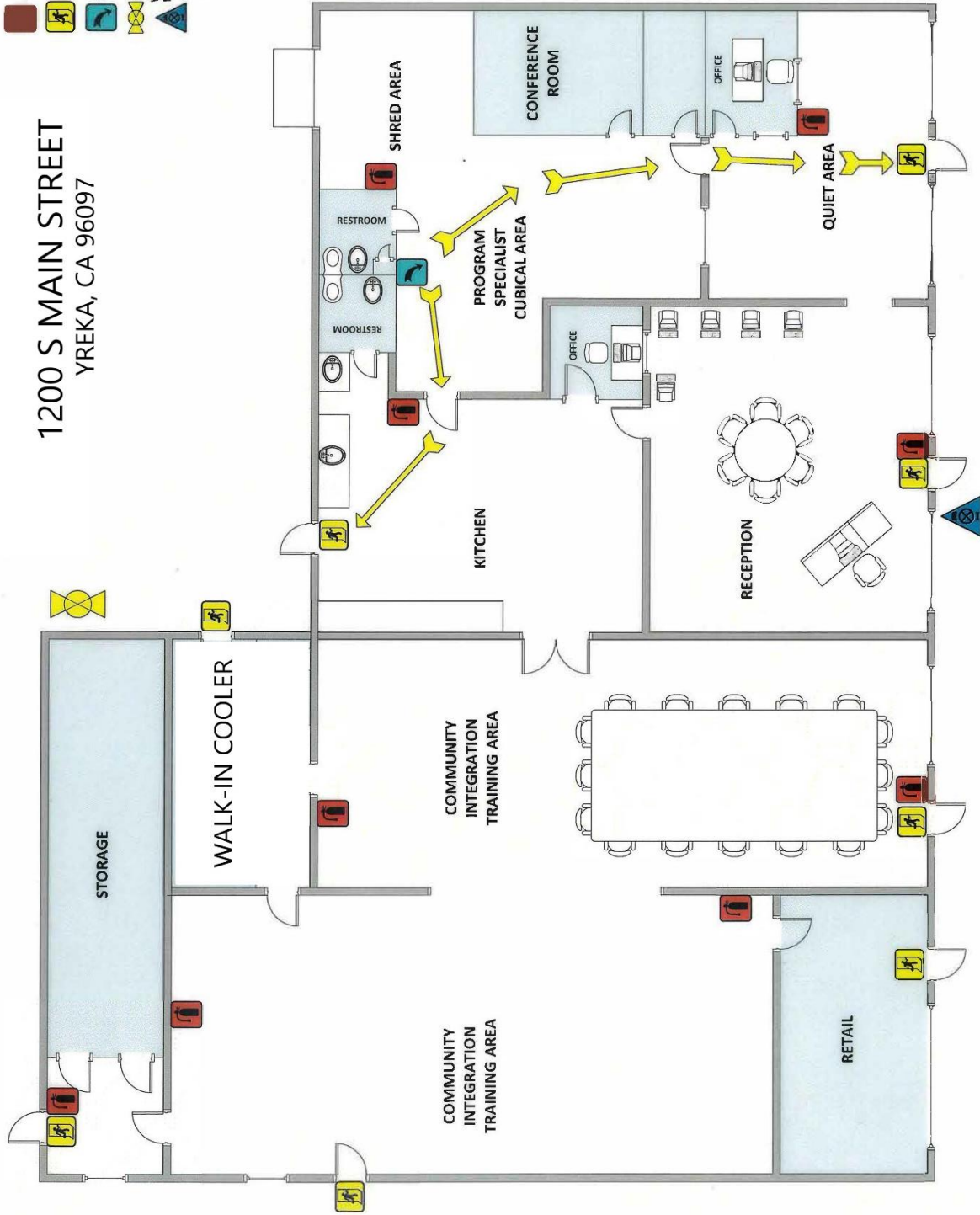
<b>Payment Date</b>	<b>Amount Due</b>
February 1, 2023	\$13,918.00
March 1, 2023	\$6,959.00
April 1, 2023	\$6,959.00
May 1, 2023	\$6,959.00
June 1, 2023	\$6,959.00
<b>Total</b>	<b>\$41,754.00</b>

**Total Not to Exceed - \$42,000.00**  
**Accounting – 2122 401030 726000 2075**

### Attachment 'A' EXISTING "AS IS" SITE PLAN

-  FIRE EXTINGUISHER
-  EXIT
-  YOU ARE HERE
-  GAS SHUT OFF
-  WATER MAIN LOCATED ON SIDE WALK OUTSIDE RECEPTION DOOR

1200 S MAIN STREET  
YREKA, CA 96097



Updated 12/28/2022  
County of Siskiyou, HHSA

Real Property Lease Agreement  
1200 S. Main Street, Yreka, CA 96097  
Page 18 of 18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  Naren Mehta(9533362) 1851 Heritage Ln Ste 240  Sacramento CA 95815-4923	<b>CONTACT NAME:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> <b>PHONE</b> (A/C, NO, EXT): 916-487-4303                 </td> <td style="width: 50%;"> <b>FAX</b> (A/C, NO): 916-486-1908                 </td> </tr> <tr> <td colspan="2"> <b>E-MAIL ADDRESS:</b> nmehta@farmersagent.com                 </td> </tr> </table>	<b>PHONE</b> (A/C, NO, EXT): 916-487-4303	<b>FAX</b> (A/C, NO): 916-486-1908	<b>E-MAIL ADDRESS:</b> nmehta@farmersagent.com											
<b>PHONE</b> (A/C, NO, EXT): 916-487-4303	<b>FAX</b> (A/C, NO): 916-486-1908														
<b>E-MAIL ADDRESS:</b> nmehta@farmersagent.com															
<b>INSURED</b>  JOHAL, JASKARN 1200 S MAIN ST  YREKA CA 96097	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td style="text-align: center;">21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td style="text-align: center;">21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td style="text-align: center;">21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><input type="checkbox"/> CLAIMS-MADE</td> <td style="border: none;"><input checked="" type="checkbox"/> OCCUR</td> </tr> </table>	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR			607020704	12/27/2022	12/27/2023	EACH OCCURRENCE \$ 2,000,000				
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR											
				DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000									
				MED EXP (Any one person) \$ 5,000									
				PERSONAL & ADV INJURY \$ 2,000,000									
				GENERAL AGGREGATE \$ 4,000,000									
			PRODUCTS - COMP/OP AGG \$ 2,000,000										
	<b>AUTOMOBILE LIABILITY</b> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> ANY AUTO</td> <td><input type="checkbox"/> SCHEDULED AUTOS</td> </tr> <tr> <td><input type="checkbox"/> OWNED AUTOS ONLY</td> <td><input type="checkbox"/> NON-OWNED AUTOS ONLY</td> </tr> <tr> <td><input type="checkbox"/> HIRED AUTOS ONLY</td> <td></td> </tr> </table>			<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS												
<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY												
<input type="checkbox"/> HIRED AUTOS ONLY													
							BODILY INJURY (Per person) \$						
							BODILY INJURY (Per accident) \$						
							PROPERTY DAMAGE (Per accident) \$						
							\$						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$						
							AGGREGATE \$						
							\$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER \$						
							E.L. EACH ACCIDENT \$						
							E.L. DISEASE - EA EMPLOYEE \$						
							E.L. DISEASE - POLICY LIMIT \$						

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Endorsement - (IF APPLICABLE, WILL BE DELIVERED WITH POLICY).

<b>CERTIFICATE HOLDER</b>  <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 5px;"><i>Naren Mehta</i></div>
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# CERTIFICATE OF PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
 12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Naren Mehta(9533362) 1851 Heritage Ln Ste 240  Sacramento CA 95815-4923	<b>CONTACT NAME:</b> PHONE (A/C, NO, EXT): 916-487-4303 FAX (A/C, NO): E-MAIL ADDRESS: nmehta@farmersagent.com PRODUCER CUSTOMER ID: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
<b>INSURED</b> JOHAL, JASKARN 1200 S MAIN ST  YREKA CA 96097															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 1200 S Main St, Yreka, CA, 96097

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
C	PROPERTY	607020704	12/27/2022	12/27/2023	<input checked="" type="checkbox"/> BUILDING	\$ 1,574,000	
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 0
	BASIC				BUILDING	BUSINESS INCOME	\$
	BROAD				2,500	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				CONTENTS	RENTAL VALUE	\$
	EARTHQUAKE				2,500	BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
					\$		
					\$		
	<b>INLAND MARINE</b>	TYPE OF POLICY				\$	
	CAUSES OF LOSS					\$	
	NAMED PERILS	POLICY NUMBER				\$	
						\$	
	<b>CRIME</b>					\$	
	TYPE OF POLICY					\$	
						\$	
	<b>BOILER &amp; MACHINERY/ EQUIPMENT BREAKDOWN</b>					\$	
						\$	
						\$	
						\$	

SPECIAL CONDITIONS/OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Naren Mehta*