

## ASSIGNMENT AND ASSUMPTION

### OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Agreement”) is made and entered into this 15<sup>th</sup> day of February 2023, by and between Siskiyou Community Resource Collaborative, California non-profit corporation (“Assignor”) and the Siskiyou County Behavioral Health Department (“Assignee”).

#### RECITALS

WHEREAS, Assignor, as Tenant, and the Spaulding Family Trust (“Landlord”) entered into that certain Lease Agreement dated March 11, 2020, (the “Lease”) pursuant to which Landlord agreed to lease to Assignor certain premises commonly known as 531 Outsen Road, Yreka, California; and,

WHEREAS, Landlord has provided its written consent below, dated February 15, 2023, to an Assignment of said Lease by Assignor to the Siskiyou County Behavioral Health Department (“Assignee”); and,

WHEREAS, Assignor desires to assign all of its rights, title and interest in the Lease to Assignee and Assignee desires to assume Assignor’s obligations under the Lease.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its rights, title and interest in the Lease including any and all rights or entitlements of Assignor under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease.
2. Assumption. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease. Assignee agrees to be bound by each and every provision of the Leases as if it had executed the same.
3. Assignor’s Representations and Warranties. Assignor represents and warrants to Assignee that:
  - (a) the Lease is in full force and effect, unmodified except as provided in this Agreement
  - (b) Assignor’s interest in the Lease is free and clear of any liens, encumbrances or adverse interests of third parties;
  - (c) Assignor possesses the requisite legal authority to assign its interest in the Lease as provided herein.
  - (d) There are no sums due and owing by Assignor under the Lease as of the effective date hereof, and there exists no condition of default thereunder.
4. Indemnification. Assignor agrees to indemnify, defend and hold harmless Assignee from any and all claims, demands and debts due under the Lease prior to the Effective Date and Assignee agrees to indemnify, defend and hold harmless Assignor from any and all claims, demands and debts which may become due under the Lease on or after the Effective Date

5. Expenses. The parties hereto will bear their separate expenses in connection with this Agreement and its performance.

6. Entire Agreement. This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and each of the parties hereto submits to the exclusive jurisdiction of the Siskiyou County Superior Court of the State of California, in connection with any disputes arising out of this Agreement.

8. Successors and Assigns. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.


9. Attorneys' Fees. In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees.

**Agency**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This Assignment shall be construed in accordance with the laws of the State of California and shall be binding upon and inure to the benefit of the parties, their successors and assigns.

ASSIGNOR: Siskiyou Community Resource Collaborative, a California non-profit corporation

Dated: 2/15/23

 (Assignor)  
[Michelle O'Gorman, Executive Director  
Community Resource Collaborative]

Dated: 2/15/23

 (Assignor)  
[Debbie Nilsson, Secretary, Board Member  
Community Resource Collaborative]

ASSIGNEE: Siskiyou County Health and Human Services Agency

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

\_\_\_\_\_  
ED VALENZUELA, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

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

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)	
2122	401030	726000		\$ 2,250.00
2129	401031	726000	163A	\$11,250.00

Encumbrance number

If not to exceed, include amount not to exceed: \$13,500.00

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CONSENT OF LANDLORD

The Spaulding Family Trust ("Landlord") hereby consents to this Assignment and Assumption of Lease Agreement ("Agreement") affirming that no modification of the Lease is made or intended, except that Assignee is now substituted for Assignor, and monies to be paid under the Lease for use of the premises shall be paid by Assignee to Landlord.

LANDLORD: SPAULDING FAMILY TRUST

Date: 3 15 23

  
(Tom Spaulding, Property Owner and Signer of the Trust)

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:  
For the term 2/16/2023–6/30/2023

\_\_\_\_\_  
Diane Olson, Auditor-Controller (Date)