

**LEASE AGREEMENT
BETWEEN
COUNTY OF SISKIYOU
AND
THOMAS L SPAULDING
TRUSTEE OF THE SPAULDING FAMILY TRUST**

This Lease Agreement ("Agreement") is made and entered into by and between Thomas L Spaulding, Trustee of the Spaulding Family Trust ("Landlord"), and the County of Siskiyou, a political subdivision of the State of California ("Tenant"), for the benefit of the Siskiyou County Health and Human Services Agency, Behavioral Health Division ("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, commonly known as **531 Outsen Road, Yreka, California**, the Tenant's understanding applies.
2. **TERM; OPTION TO EXTEND TERM.** **The lease commences on April 1, 2023 and terminates at 11:59 p.m. on June 30, 2025**, 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 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 housing, for those uses incidental to the use as housing, 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.
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.
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: Thomas L. Spaulding, Trustee, Landlord and Owner of Premises
803 Cedar Street
Yreka, California 96097
(530) 598-4548 Phone
carencrs49@gmail.com Email

If to Tenant: County of Siskiyou
Behavioral Health Division
Attn: Rose Bullock
2060 Campus Drive
Yreka, California 96097
(530) 841-4732 Phone
(530) 841-4320 Fax
rbullock@co.siskiyou.ca.us Email

With copy to: County of Siskiyou
Office of County Counsel
P.O. Box 659
205 Lane Street
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 and Internet and Cable which may occur or become payable during the period of this Agreement. Landlord will pay for water, sewage, electricity, trash, and all other services (i.e., janitorial, landscaping, etc.). Landlord must disclose to Tenant all service providers prior to the execution of this Agreement.
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. Unless otherwise provided for in this Agreement, Tenant has the right to terminate this Agreement on 30 days' notice if Tenant determines that the use for which the Premises has been leased has been discontinued or that the use is no longer of utility to the Tenant. Further, if Tenant fails to appropriate sufficient funds to continue this Agreement, or if sufficient funds required to fulfill the obligations set forth in this Agreement are not appropriated by funding entities (i.e., the State of California, etc.), then this Agreement terminates upon Landlord receiving notice from Tenant.
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: 6/22/2023

DocuSigned by:

Ed Valenzuela

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

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:

By Wendy Winingham
Deputy

Date: 6 3 2 3

LESSOR: Thomas L. Spaulding,
Trustee of the Spaulding Family Trust

Thomas L. Spaulding
Thomas L. Spaulding, Trustee, Landlord &
Owner of Premises

Date: _____

N/A

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

TAXPAYER I.D. _____

ACCOUNTING: N/A

Fund	Org	Account	Actv	FY22/23	FY23/24	FY24/25
2101	203101	740000	1020	\$0.00	\$21,780.00	\$0.00
2122	401030	740000		\$ 3,300.00	\$13,200.00	\$13,200.00
2129	401031	740000	163A	<u>\$13,200.00</u>	<u>\$52,800.00</u>	<u>\$52,800.00</u>
				\$16,500.00	\$87,780.00	\$66,000.00

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$170,280.00

Outsen Rd 23-25

Schedule A

Payment Date	Amount Due
04/01/2023	\$5,500.00
05/01/2023	\$5,500.00
06/01/2023	\$5,500.00
07/01/2023	\$5,500.00
08/01/2023	\$5,500.00
09/01/2023	\$5,500.00
10/01/2023	\$5,500.00
11/01/2023	\$5,500.00
12/02/2023	\$5,500.00
01/01/2024	\$5,500.00
02/01/2024	\$5,500.00
03/01/2024	\$5,500.00
04/01/2024	\$5,500.00
05/01/2024	\$5,500.00
06/01/2024	\$5,500.00
07/01/2024	\$5,500.00
08/01/2024	\$5,500.00
09/01/2024	\$5,500.00
10/01/2024	\$5,500.00
11/01/2024	\$5,500.00
12/01/2024	\$5,500.00
01/01/2025	\$5,500.00
02/01/2025	\$5,500.00
03/01/2025	\$5,500.00
04/01/2025	\$5,500.00
05/01/2025	\$5,500.00
06/01/2025	\$5,500.00

Exhibit A

The Premises located at 531 Outsen Rd, Yreka, California is 6 bedroom, 2 bathroom, 1,850 square feet, and single family unit.