

**LEASE AGREEMENT
BETWEEN
COUNTY OF SISKIYOU
AND
Rizzo Real Estate, Inc.**

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

Rizzo Real Estate, Inc.

a California Corporation (“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 the date this Agreement becomes effective, and terminates at 11:59 p.m. on June 30, 2026, 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 not be in default and provide written notice at least sixty days (60) 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. If rent is not received by Landlord within ten (10) days of due date, a fee of Ten Percent (10%) of the amount past due shall be charged as a late fee.
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 and damage caused by Tenant 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 an amount of not less than \$1,000,000 for injury or death to one person in any one accident or occurrence and in an amount of not less than \$2,000,000 for injury or death of more than one person in any one accident or occurrence 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, to show the Premises for sale or lease, and for any other lawful purpose.
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 make those repairs necessary to restore the Premises to its condition immediately preceding the fire or other casualty within a reasonable time. 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 shall be responsible for any required permits and compliance with all laws, ordinances or regulations concerning said signage. 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. To the best of Landlord's knowledge the Premises comply with all federal, state, and local laws, rules and regulations now in force.
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. Tenant agrees to comply with all laws concerning the handling and storage of hazardous materials on the Premises.
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: Rizzo Real Estate, Inc.
Margaret Dean, Sec/Tres.
PO Box 97
Weed, CA 96094-0097
(530) 859-1449

If to Tenant: County of Siskiyou
Human Service Department
818 South Main Street
Yreka, California 96097

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 any other utility services which may occur or become payable during the period of this Agreement. Landlord will pay for water, sewage, and garbage. Further Landlord will maintain the common areas of the Property. 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 except that rent shall increase by \$100 per month over the then rental rate.
20. TERMINATION. Either party may terminate this Agreement by providing a 30 day termination notice in writing to the other party that the Agreement is terminated. In the event of early termination by Landlord or Tenant, Landlord will return Rent paid by Tenant for the remaining full months in Lease Term. Payment will be made within 30 days of Tenant's surrender of Premises.
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.

(Signatures to Follow)

IN WITNESS WHEREOF, County and Lessor 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.

Date: 6/12/2024

Date: 6/12/2024

LESSOR: Rizzo Real Estate, Inc.
DocuSigned by:
Margaret Dean, Secretary/Treasurer
31BB66C41BB04B4...
Margaret Dean, Secretary/Treasurer
Theresa Nichols
B634DD40D65D474...
Theresa Nichols, President

Note to Lessor: 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

COUNTY OF SISKIYOU
DocuSigned by:
Angela Davis 6/20/2024
F2688EA8068C43D...
Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Dana Barton 6/14/2024
8D76D7D4F9C1484...
Natalie E. Reed, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>	<u>FY 24/25</u>
2175	401081	726000	\$37,200.00

If not to exceed, include amount not to exceed: \$37,200.00

DocuSigned by:
Diane L. Olson 6/17/2024
3EB54D72688C410...
Diane Olson, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
Hayley Hudson 6/19/2024
A89B0EE7AF3749F...
Hayley Hudson, Risk Management (Date)

Schedule A

<u>Rental Period</u>	<u>Rental Amount</u>	<u>Payment Date</u>	<u>Amount Due</u>
July 1, 2024-June 30, 2025	\$1,500.00/month	August 1, 2024	\$18,000.00
July 1, 2025-June 30, 2026	\$1,600.00/month	August 1, 2024	\$19,200.00
Total NTE Amount:			\$37,200.00

Exhibit A

Real Property location is:

**700 S. Main Street, Suite 2
Yreka, CA 96097**

This location is for office space for Public Health which will be occupied each business day of the month.

