

**LEASE AGREEMENT**

<b>Jenny Lind Veterans Memorial District</b>	<b>Health and Human Services Agency</b>		
Lessor	Department		
<b>Office Space for Veterans Services</b>	<b>Human Services</b>		
Description	Division		
<b>Upon execution - June 30, 2026</b>	<b>Veterans Services</b>		
Lease Agreement Term	Program/Unit		
Lease Agreement Number	<b>\$49,500</b>	<b>10300960</b>	<b>5392</b>
	Amount	Org. Key	Object Code

**THIS LEASE AGREEMENT FOR THE PURPOSE OF RENTAL OF CERTAIN OFFICE SPACE** is entered into between the County of Calaveras (hereinafter referred to as "County") and Jenny Lind Veterans Memorial District (hereinafter referred to as "Lessor") (collectively the "Parties") and will replace and supersede all previous Lease Agreements between County and Lessor, with respect to the premises hereinafter described.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**Premises:** Lessor hereby rents to the County those certain premises (hereinafter referred to as "Premises") and more particularly described as 480 square feet of office space known as the "Double Conference Room" located at 300 Daphne Road Valley Springs, California 95252. Parties agree that the Premises shall be modified to accommodate three offices. The cost for Premises modification is a one-time flat rate of one thousand sixty-nine dollars and seventy-nine cents (\$1069.79) for the purchase of materials only to be paid to Lessor who will perform the modifications prior to County occupying Premises.

**1. Term:** The term of this Agreement shall commence upon mutual execution by the Parties and shall terminate on June 30, 2026.

**2. Termination:** Either party may terminate this Lease without cause upon ninety (90) days advance written notice to the other party by certified or registered mail, return receipt requested, without prejudice or liability to said Party.

**3. Rent:** Lessor agrees to the use of the Premises by County in exchange for rent payment by County of one thousand five hundred dollars (\$1500.00) per month. The total cost of rent shall not exceed forty-nine thousand five hundred (\$49,500) during the term of this Lease Agreement. The rent payment shall be pro-rated for any period of time within the term of this agreement in which County is not occupying the premises.

**4. Repairs and Maintenance Obligations:** Lessor shall maintain and keep in good working condition at Lessor's own expense, the Premises including structural repairs to the interior and exterior thereof, and utility systems within the Premises, and make all repairs and replacements thereto, including the replacement of all glass and all repairs occasioned by any acts, omissions, or negligence of Lessor, its agents, invitees, licensees, visitors, contractors, or any third party.

Lessor shall put the Premises, the building, and all common areas under the control of Lessor, into a condition fit for occupation by the commencement of this Lease, and shall thereafter repair all subsequent dilapidation thereof which may render the Premises un-tenantable. "Un-tenantable" within the context of this paragraph means that the Premises, or the building, or the areas under the control of Lessor, substantially lack any one or more of the following affirmative standard characteristics:

A. Effective waterproofing and weather protection of the roof and exterior walls, including broken windows and doors.

- B. Plumbing facilities which conformed to applicable law in effect at the time of installation, maintained in good working order. Occupants shall make all reasonable efforts to prevent the overflowing of toilets as a result of its usage.
- C. A water supply approved under applicable law, which is under the control of the County, capable of producing hot and cold running water, or a system which is under control of Lessor, which produces hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law.
- D. Heating, Ventilating, and Air Conditioning (HVAC) facilities which conform to applicable law at the time of installation, maintained in good working order.
- E. Electrical lighting, which conformed to wiring and electrical law at the time of installation, maintained in good working order. County shall be responsible for light bulb replacement; Lessor shall be responsible for replacement of ballasts.
- F. Building exterior and appurtenances and every part thereof clean, sanitary, and free from accumulations of debris, filth, rubbish, garbage, rodents, and vermin.
- G. Floors, stairways, ramps, and railings maintained in good repair. Additionally, Lessor shall, at Lessor's expense, maintain and keep the leased Premises and every structural portion thereof in a good state of repair during the Lease term and any extensions or renewals.
- H. If Lessor fails or neglects to repair as set forth above, within thirty (30) days plus any additional period reasonably required by the circumstances after County's notice to Lessor of the need for repairs, County may repair the same and deduct the expenses of such repairs from the rent to the lawful extent without waiver; or County may, at its option, vacate the Premises, in which case County shall be discharged from further payment of rent, or performance of other conditions, and this Lease shall automatically terminate on the date that County vacates the Premises. For the purposes of this paragraph, if County acts to repair and deduct said costs on the 30th day following notice as above, County shall be presumed to have acted after a reasonable time; however, Lessor may affirmatively show the contrary to have been the case in any specific instance. No deductions are allowed County if the repairs necessary are as a result of acts or omissions by the County or any representative or employee. Because of the County's repair and deduct remedy, County shall make no claims for loss of use or loss of business, but County may claim the cost of renting space at a higher rate if it properly exercises the right to vacate the premises

Notwithstanding the above, County shall reimburse Lessor for the cost to repair all damage caused to the interior of the building, to the extent resulting from the negligence or intentional misconduct of the County or of any of the County's agents, contractors or employees, licensees or invitees.

**5. IMPROVEMENTS, REMODELING, ALTERATIONS, AND ADDITIONS:**

County shall not make, or suffer to be made, any alterations (whether major or minor) of the Premises, or any part thereof, without the prior written consent of Lessor.

**6. Inspections/Right of Entry:** Lessor retains the right to inspect the Premises at any time upon advance notice to County of one (1) business day. If the noticed inspection time falls at a time when the Premises has been scheduled for use, the Lessor's inspection shall occur upon the next available business day after completion of that event. In an emergency, Lessor may enter without notice.

**7. TAXES AND UTILITIES:**

All utilities including water, sewer, garbage, and metered electrical and gas services are included in the rent payment. Lessor shall pay all real property taxes and any assessments levied or assessed on the land and improvements there in of which the leased Premises is a part.

**8. Insurance:** County shall maintain in effect during the term of this Lease and any extensions, its participation in its Excess Insurance Authority for which excess insurance shall remain in the amount of at least \$1 Million, and County shall maintain its self-insured retention in the amount of at least \$100,000.00. County shall require that its Third Party Claims Administrator include the Premises in its scope of coverage under the Excess Insurance Authority and submit proof thereof to the Lessor's satisfaction. In addition, County may purchase separate personal property insurance of its choosing. Lessor shall be named as additional primary insured and written evidence thereof shall be provided by County to Lessor not later than ten (10) calendar

days prior to the commencement of the Lease term and upon each annual renewal thereafter.

9. **Surrender:** County shall surrender the Premises unto Lessor on the last day of the term or sooner termination of this Lease Agreement in the same condition as when received, ordinary and reasonable use and wear excepted.

10. **PARKING:** County shall have the right to utilize existing parking spaces located on the Premises, exclusive of spaces marked "Reserved."

11. **SIGNS:** County, at its cost, shall have the right to place, construct, and utilize a sign within the Premises advertising its business at such location. No signage shall be placed on or attached to the exterior of the building without written consent of Lessor.

12. **Taxes/Possessory Interest:** Pursuant to Revenue and Taxation Code section 107.6, this Agreement may be deemed to create a possessory interest in public land within the meaning of the aforementioned Revenue and Tax Code section, and thereby subject to taxation. Lessor represents and warrants that it would have entered this Agreement notwithstanding the imposition of any such tax, and is aware of the Revenue and Tax Code section 107.6. Lessor has had a reasonable opportunity to consult with an attorney or CPA of its choosing, and has not been given nor relied on any tax related advice from the County concerning the subject matter of this Agreement.

13. **Assignment:** Lessor shall not assign this Agreement in whole or in part, nor shall it sublet the whole or any part of the Premises longer than the 24-hour period described above in Section 11, without the prior written consent of County Premises.

14. **Environmental Matters / Covenants Regarding Hazardous Materials:** Lessor and County shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under such laws, ordinance or regulations (collectively, "Hazardous Materials").

15. **Indemnification:** Lessor agree to defend, indemnify and hold County, its elected officials, officers, agents and employees, and the property of County, free and harmless from any and all claims, liability, loss, damage or expenses (legal or otherwise) resulting from Lessor occupation and use of the Premises, or that of any licensee or invitee, including sub-lessee, including but not limited to, any claim, liability, loss or damage arising by reason of:

- a. The death or injury of any person or persons, including any officer, agent, or employee of Lessor, or any licensee, invitee, including sub-lessee, or by reason of the damage to or destruction of any property, including property owned by the County or by an officer, agency, employee, servant, licensee, sub-lessee or concessionaire of County on the Premises; and
- b. Any work performed on the Premises or materials furnished to the property at the instance or request of Lessor or any agent or employee of Lessor or licensee or invitee; and
- c. Lessor failure to perform any provision of this Lease or to comply with any requirement imposed on County or the Premises by any duly authorized governmental agency; and
- d. Any damage, loss or destruction to County's property by any reason, including, but not limited to, fire or flood.

16. **Notices:** Any notices, demands, or communication, under or in connection with this Agreement, may be served upon County by personal service, or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to County at:

Calaveras HHS  
509 E. St Charles  
San Andreas, CA 95249  
Attn: Cori Allen

and may likewise be served on Lessor at:

Jenny Lind Veterans' Memorial District  
Attn: Karyn Larson  
P.O. Box 548

Either Lessor or County may change such address by notifying the other party in writing as to such new address as Lessor or County may desire to use and which address shall continue as the address until further written notice.

**17. Provisions Deemed Covenants and Conditions:** The parties hereto agree that all the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions are used in each instance, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representative, successors and assigns.

**18. Americans With Disabilities Act:** County shall be responsible for the installation of any and all alterations necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., (ADA) as currently enacted and in accordance with applicable laws. Lessor shall be responsible for the maintenance and repair of the ADA improvements or alterations installed by County. Lessor shall notify County within one (1) business day of any complaint made, either orally or in writing, related to the accessibility of the Premises to people with disabilities.

**19. Smoking:** Entire Premises occupied by County and Lessor and County and Lessor clients, shall be a non-smoking building and no smoking shall be allowed in the Premises. Smoking outside the Premises shall occur only in compliance with state and local laws.

**20. Waiver:** The waiver by County of a breach by Lessor of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of other provisions of this Agreement.

**21. Interpretation:** The Parties reasonably believe that all provisions of this Agreement comply with applicable law; each Party hereto has had an opportunity to review this Agreement with counsel of their choice, and to take part in the drafting hereof. No rule of law or construction, providing that ambiguities are interpreted against the drafter thereof shall apply to the terms of this Agreement. Instead, the terms of this Agreement shall be given their fair and commonplace meanings, construed together as a whole under applicable contract interpretation principals.

**22. Severability:** The invalidity of any provision of this Agreement, or portion thereof, shall not affect the validity or enforceability of any other provision of this Agreement. Should any provision hereof be found invalid or in violation of any law, or invalid as applied to any given set of facts, said provision shall be interpreted in such a manner and to such an extent that it be given effect, should any such interpretation be impossible, then such provision shall be severed to the extent it is invalid and the remaining portions thereof be left enforce together with the remainder of this Agreement.

**23. HOLDING OVER:** In the event that County shall hold over after the expiration of the Lease Agreement term or any extension or renewal, with the consent, express or implied, of Lessor, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same expectations and reservations, as herein contained, until such tenancy is terminated in a manner prescribed by law.

**24. Entire and Modifications:** This Agreement embodies the whole Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes, or modifications to this Agreement must be in writing and executed by both County and LESSOR.

**25. Compliance With Law:** Lessor shall comply with all applicable federal, state and county statutes, ordinances, regulations, directives, and laws including, but not limited to, laws regarding access and disability. Lessor is responsible to for ensuring compliance with applicable laws by all sublessees, vendors, contractors, employees, volunteers, officers, agents, and invitees. Lessor shall not permit the Premises to be improved, developed or used in any way that is in violation of any law, ordinance, regulation or applicable grant condition of any federal, state or county agency.

**26. Consideration:** The Parties agree that the rights and benefits conferred to Lessor and to the County, respectively, constitute due consideration under this Agreement.

**27. Choice of Law/Venue:** This agreement shall be construed and interpreted using the laws of the State of California. Any action to enforce the terms of the Agreement shall be brought and tried in Calaveras County.

**28. Headings:** The captions in this Lease Agreement are solely for convenience of reference.

29. **Authorized Representative:** The person(s) executing this Lease Agreement on behalf of Lessee affirmatively represents that he/she has the requisite legal authority to enter into this Lease Agreement on behalf of Lessee and to bind Lessee to the terms and conditions of this Lease Agreement. Both the person(s) executing this Lease Agreement on behalf of Lessor and Lessee understand that the County is relying on this representation in entering into this Lease Agreement.

30. **Third Party Beneficiaries:** The provisions hereof are for the benefit of the Parties hereto only, and there are no third-party beneficiaries to this Agreement.

31. **Counterparts:** This Lease Agreement may be executed in one or more counterparts each of which shall be deemed an original, and all of which together shall constitute one document. Faxed or scanned signatures are acceptable and shall be treated as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**COUNTY OF CALAVERAS**

By: \_\_\_\_\_  
Chair  
Calaveras County Board of Supervisors

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT**

By: \_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

**JENNY LIND VETERANS MEMORIAL DISTRICT**

By: Bruce Olson  
Jenny Lind Veterans Memorial District

Dated: 9/19/23