



LASSEN COUNTY

Health and Social Services Department

G5

- ☒ **HSS Administration**
- ☐ **Public Guardian**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128
- ☐ **Grant and Loans Division**
1400 Chestnut Street, Ste. C
Susanville, CA 96130
(530) 251-8309
- ☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108/8112
- Brashear Annex**
700 Brashear Street
Susanville, CA 96130
(530) 251-8112
- ☐ **Patients' Rights Advocate**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8322
- ☐ **Public Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Environmental Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130
- LassenWORKS
Business & Career Network**
PO Box 1359
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8152
- Child & Family Services**
1600 Chestnut Street
Susanville, CA 96130
(530) 251-8277
- Adult Services**
PO Box 429
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251-8158
- ☐ **HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530) 251-2614

Date: August 16, 2022

To: Chris Gallagher, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health and Social Services

Subject: Lease Agreement between Lassen County Office of Education and Lassen County Health and Social Services for the property located at 336 Alexander Avenue, Susanville, California.

Background:

Lassen County Health and Social Services has been leasing the building located at 336 Alexander Avenue from the Lassen County Office of Education since July 2017. This agreement will allow us to continue leasing the current building at the original rate of \$3,200 per month for the next Fiscal Year.

Fiscal Impact:

There is no impact to County General Funds.

Action Requested:

1) Approve Lease Agreement; and 2) Authorize the CAO to execute the agreement.

LEASE AGREEMENT

Between the Lassen County Office of Education and
Lassen County Health & Social Services

This Lease Agreement, dated July 1, 2022, is between the Lassen County Office of Education and Lassen County Health & Social Services.

1. **LANDLORD:**
The Landlord is the Lassen County Office of Education, who will be referred to as "Landlord" in this Lease Agreement.
2. **TENANT:**
The Tenant is Lassen County Health & Social Services, who will be referred to as "Tenant" in this Lease Agreement.
3. **RENTAL PROPERTY:**
The Landlord agrees to rent to the Tenant commercial property located at 336 Alexander Avenue, Susanville, California. Susanville, California; collectively referred to as the "Premises."
4. **TERM OF LEASE AGREEMENT:**
This Lease Agreement will begin on July 1, 2022, and end on June 30, 2023. This Lease may be extended at the agreement of both Parties.
5. **USE AND OCCUPANCY OF PROPERTY:**
 - a. This Lease Agreement is with Lassen County Health & Social Services
 - b. The Tenant shall be given vacant possession to the Premises on or before the Lease start date. The Landlord acknowledges that, as of the Lease start date, there will be no exiting leases, options to lease, rights or renewal, or any other leasehold interest for the Premises.
 - c. Any change in the occupancy will require written consent of the Landlord.
 - d. The Tenant will have access to all areas within the Premises
 - e. The Premises shall be used for administering programs that provide essential human services, especially for those who are least able to help themselves, including services that enhance and protect the health and well-being of the citizens of Lassen County.
6. **AMOUNT OF RENT:**
The total amount of the rent for the Premises shall be as follows:
 - a. \$3,200 monthly for the Premises at 336 Alexander Avenue, Susanville, California.

7. TENANT OPERATING EXPENSES:

Tenant agrees to pay for all utilities and services directly billed to Tenant. Tenant also agrees to maintain HVAC, electrical, plumbing, water systems if any; keep glass, windows, and doors in operable and safe condition; and any outside maintenance.

8. MAINTENANCE & REPAIRS:

a. Landlord's Repair Obligations:

- 1) Landlord agrees to repair/replace roof of the Premises located at 336 Alexander Avenue, Susanville, California, if necessary.

9. INSURANCE:

Tenant agrees to be solely responsible for any damages to or loss of Tenant's personal property. Accordingly, the Tenant is required to obtain personal property insurance with an insurance company properly licensed to do business in the State. This policy must become effective prior to the commencement of this Lease. Tenant must provide proof of insurance to the Landlord upon Landlord's request. Tenant must provide proof of the following insurance:

- a. \$1,000,000,000 Liability coverage per occurrence
- b. Workers' Compensation Insurance
- c. Insurance must name Tenant and Landlord as the additional insured

10. ALTERATIONS:

Tenant shall be permitted to make such alterations, expansions, or renovations to the property as it so chooses; however, all plans for such work require the Landlord's consent prior to starting work. Such consent shall not be reasonably withheld. Any and all work shall, in all instances, be in accordance with all municipal codes, bylaws, and other governmental authorities.

11. COMPLIANCE WITH MUNICIPAL REQUIREMENTS:

The Landlord warrants that the building has been constructed in accordance with all municipal building and zoning bylaws and in accordance with all the requirements of all relevant governmental authorities having jurisdiction. The Landlord further warrants that all the construction, plumbing, hydro, and any other permit fees and utility connection costs, where applicable, have been or will be paid in full by the Landlord on or before the date of possession by Tenant.

12. SIGNAGE:

Tenant shall have the right to erect and exhibit such signs and sign structures as it deems necessary, identifying the Tenant and the Tenant's business activities, on the Premises, at the Tenant's own expense, subject to existing municipal bylaws and requirements. Upon termination of the Lease, the Tenant shall be permitted to remove all such signage at its own expense, but shall repair any damage caused to the Premises by such removal.

13. RIGHT OF ENTRY:

The Landlord's agents have the right during the term of this Lease to enter the Premises during reasonable hours to inspect the Premises or any other legitimate use of the Premises. In the event of an emergency, Landlord reserves the right to enter the Premises without notice. It is required that the Landlord have a working set of keys to gain access to the Premises. Tenant will not change the locks without prior consent of the Landlord and will be at the Tenant's expense.

14. ABANDONMENT:

If Tenant vacates the Premises before the end of the term of this Lease, without written permission from the Landlord, the Premises are then considered to be abandoned, and the Tenant will be in default of the Lease. Under these circumstances, the Tenant may be responsible for damages and losses allowable by Federal, State, and Local laws.

15. LANDLORD'S REMEDIES:

Landlord will make an effort to remedy any violation of this Lease with the Tenant before taking legal action. If, after attempting to remedy with the Tenant, the Tenant continues to violate any part of this Lease, including non-payment of rent, the Tenant is in default of this Lease. In the event of a default, Landlord may initiate legal proceedings in accordance with local and state regulations and may seek judgment against Tenant for any monies owed to Landlord as a result of the Tenant's default.

16. NOTICE:

This is a legal document. By signing this Lease, the Tenant certifies that he/she has read, understands, and agrees to comply with all of the terms, conditions, rules, and regulations of this Lease and that he/she has received a copy of said Lease.

Signed:

LASSEN COUNTY HEALTH & SOCIAL SERVICES – "Tenant"

By: _____

Date: _____

LASSEN COUNTY OFFICE OF EDUCATION – "Landlord"

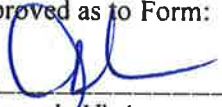
By: Patricia A. Gunderson

Date: July 14, 2022

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By: _____ Date: _____
Richard Egan, County Administrative Officer

Approved as to Form:

By:  _____ Date: 7/19/22 _____
Amanda Uhrhammer, County Counsel