



LASSEN COUNTY

Health and Social Services Department

- **HSS Administration**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8128
- **Grants & Loans Division**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-2683
- **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108 / 8112
Chestnut Annex
1400-A & B Chestnut Street
Susanville, CA 96130
(530) 251-8112
- **Patients' Rights Advocate**
1616 Chestnut Street
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
- **Public Guardian**
720-A Richmond Road
Susanville, CA 96130
(530) 251-8337
- **Community Social Services**
Lassen WORKS
P. O. Box 1359
720 Richmond Road
Susanville, CA 96130
(530) 251-8152
Business & Career Network
1616 Chestnut Street
Susanville, CA 96130
(530) 257-5057
Child & Family Services
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8277
Adult Services
720 Richmond Road
Susanville, CA 96130
(530) 251-8158
- **HSS Fiscal**
P. O. Box 1180
Susanville, CA 96130

Date: July 1, 2017

To: Aaron Albaugh, Chair
Lassen County Board of Supervisors

From: Melody Brawley, Director
Health & Social Services

Department: Health & Social Services Administration

Subject: Lease Agreement with Lassen County Office of Education for
336 Alexander Avenue and Vacant Lot on Chestnut Street

Background:

The planned relocation of Adult Services from 720 Richmond Road to 1600 Chestnut Street and the expansion of the Public Health Department's mission and staff have resulted in office and parking space shortages at the Barry Creek campus site. To address these needs, the department proposes to enter into an Agreement with the Lassen County Office of Education to lease an office facility at 336 Alexander Avenue to house Health & Social Services (HSS) and other administrative staff and a vacant lot for parking next to the Behavioral Health clinic at 1400 Chestnut Street.

This action will ensure sufficient space for Public Health staff and its operations at 1445 Paul Bunyan Road and that 720 Richmond Road is finally completely vacated.

Fiscal Impact:

There is no impact to County General Fund. The costs of this lease will be paid for with HSS and Community Social Services funds.

Action Requested:

(1) Approve the Lease Agreement with Lassen County Office of Education for July 1, 2017, through June 30, 2020, for \$3,200 per month to occupy 336 Alexander Avenue plus \$25 per year for the vacant lot at APN # 105-030-46 (next to 1400 Chestnut Street), and (2) authorize the County Administrative Officer to sign the Lease Agreement on behalf of the Board of Supervisors.

LEASE AGREEMENT

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

This Lease Agreement, dated June 1, 2017, 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; and the vacant lot located on Chestnut Street, Assessor's Parcel Number (APN) 105-030-46, Susanville, California; collectively referred to as the "Premises."
4. **TERM OF LEASE AGREEMENT:**
This Lease Agreement will begin on July 1, 2017, and end on June 30, 2020. At the option of either party, the term of the Lease may be extended up to two (2) additional one-year terms.
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.
 - b. \$25.00 annually for the vacant lot at APN 105-030-46.

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.

b. Landlord/Tenant Repair Obligations:

- 1) Landlord and Tenant agree to share equally in the replacement of flooring for the Premises located at 336 Alexander Avenue, Susanville, California. Tenant's share of the cost to replace flooring shall not exceed \$12,000.

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: 6.1.17

APPROVED AS TO FORM

JUN 19 2017


Lassen County Counsel