

**LEASE AGREEMENT
BETWEEN
THE CITY OF SONORA AND THE COUNTY OF TUOLUMNE**

This Lease is made on September 28, 2020, by and Between the City of SONORA, a California municipal Corporation, hereinafter referred to as ("CITY") and County of TUOLUMNE, a political subdivision of the State of California, hereinafter referred to as ("COUNTY"). City and County may be referred to herein as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

Purpose of Lease

The CITY hereby desires to lease to COUNTY a facility to be utilized by the Tuolumne County Public Health Department.

Description of Leased Premises

The CITY hereby leases to COUNTY that certain premises (2600 sq. ft.), the first floor located at 326 N. Washington Street, hereinafter referred to as "Leased Premises", situated on the Northwest corner of Lot APN# 01-091-01 within the City of Sonora, more specifically described as the "Ed Center" and grounds within the perimeter of the fence.

Term

The Leased Premises is leased for a term of six (6) months commencing on September 28, 2020 ("Commencement Date"), and ending on March 31, 2021, or on such earlier or later date as hereinafter provided ("Term"). Upon expiration of the Term, the Term shall be automatically extended for one (1) successive six (6) month term, for a total of one year from the commencement date ("Extended Term"), unless both Parties agree to a longer term or if terminated by either Party as provided for herein.

Rent

Rent shall be payable on the first day of each and every month commencing on October 1st, 2020, payable to the City of Sonora, 94 N. Washington Street, Sonora, California, 95370. The agreed upon monthly rental rates on is eighty cents (\$0.80) per square foot or a monthly total of two thousand eighty dollars (\$2,080).

Use of the Premises

The Leased Premises shall, during the Term or Extended Term of this lease and any extensions thereof, be used for the purpose of operating thereon and therein the Tuolumne County Public Health Department and associated incidental services customarily rendered in the operation of such a facility. COUNTY shall not commit or permit the commission of any acts on the Leased Premises nor use or permit the use of the Leased Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring said premises or the improvements on said premises. COUNTY shall, at its own cost and

expense, comply with any and all requirements of CITY'S insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on said Leased Premises and the improvements on said Leased Premises.

Waste or Nuisance

COUNTY shall subscribe to the CITY'S Franchise Hauler for weekly waste disposal and shall not commit or permit the commission by others of any waste on said Leased Premises; COUNTY shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code or in Section 8.20.010 of the Sonora Municipal Code on said Premises. COUNTY shall not use or permit the use of said Leased Premises for any unlawful purpose.

Compliance with Law

COUNTY at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, including federal, state, county and municipal, relating to the Public Health department use and occupancy of said Leased Premises whether such statutes, ordinances, regulations, and requirements be now in force or Hereinafter enacted.

Utilities

COUNTY shall pay to the CITY an amount of six hundred and fifty dollars (\$650.00) per month for the furnishing of gas, water, sewer, electricity and internet service to said Leased Premises during the Term or Extended Term of this Lease and for the removal of garbage and rubbish from said Leased Premises during the Term or Extended Term of the Lease.

Alterations and Repairs

Condition of Premises

COUNTY accepts said Leased Premises, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition and stipulates with CITY that said Leased Premises as well as the improvements thereon and the facilities appurtenant thereto are in good, clean, safe, and tenantable condition as of the date of this lease. COUNTY further agrees with and represents to CITY that said Leased Premises have been inspected by COUNTY and that it has been assured by means independent of CITY or any agent of CITY of the truth of all facts material to this lease and that said Leased Premises are being leased by COUNTY as a result of its inspection and investigation and not as a result of any representations made by CITY or any agent of CITY. Any alteration of the building by the COUNTY must be approved by the CITY Building and Planning Department and will be at the sole expense of the COUNTY.

Maintenance by CITY

CITY, shall at its own cost and expense, maintain in good condition and repair the exterior roof, exterior walls, structural supports, foundation, major plumbing and electrical repairs including heating and air conditioning of the Leased premise. Major repairs is defined as those repairs which will incur a cost in excess of \$2,000 per incident of repair of said Leased Premises. However, CITY shall not be liable for any damages to the property resulting from CITY'S failure to make any repairs required by this section unless written notice of the need for such repairs

has been given to CITY by COUNTY and CITY has failed for a period of thirty (30) days after receipt of the notice, unless prevented by causes not the fault of CITY, to make the needed repairs; provided, further that CITY shall promptly be reimbursed by COUNTY for the full cost of any repairs made pursuant to this section required because of the negligence or other fault, other than normal and proper use, of COUNTY. If the COUNTY does not make the minor repair which then creates a large repair, COUNTY would be responsible for the cost of the entire repair.

Maintenance by County

Except for the maintenance obligations expressly assumed by the CITY herein, COUNTY shall, at its own cost and expense, keep and maintain all portions of said Leased Premises as well as all improvements on said Leased Premises and all facilities appurtenant thereto including minor plumbing and electrical repairs including heating and air conditioning of \$2,000 or less per incident of repair in good order and repair and in as safe and clean a condition as they were when received by COUNTY from CITY, reasonable wear and tear excepted.

Maintenance of Window Glass

COUNTY shall, at its own cost and expense, repair and replace any glass in any window on said Leased Premises that becomes broken, regardless of cause, including window glass that is broken by fire, by act of God. Should COUNTY fail to repair or replace any glass broken, CITY may replace or repair the broken glass and COUNTY will promptly reimburse CITY for the cost thereof, including staff time.

Alterations

COUNTY shall not make or permit any other person to make any alterations to said Leased Premises (see page 1, Description of Leased Premises), or to any improvement thereon or facility appurtenant thereto without the written consent and approval of CITY.

Inspection by City

COUNTY shall permit CITY or CITY'S agents, representatives, or employees to enter said Leased Premises at all reasonable times for the purpose of inspecting said Leased Premises to determine whether COUNTY is complying with the terms of this Lease.

Surrender of Premises

On expiration or sooner termination of this lease, or any extensions or renewals of this Lease, County shall promptly surrender and deliver said Leased Premises to CITY in as good condition as they are now, at the date of this lease, reasonable wear and tear excepted.

Indemnity and Insurance

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold the other Party (the "Indemnified Party") and the other Party's elected and appointed council members, commissions, directors, officers, employees, agents, and representatives (collectively, "Indemnified Party's Agents") harmless from and against any and all actions, claims, loss, damage, injury (including, without limitation, disability, injury, or death of an employee of the Indemnifying Party or its subcontractors), costs or expenses (including reasonable attorneys' fees and court costs) to the extent they are caused by the negligence or willful misconduct of the Indemnifying Party or its employees, contractors, representatives, or agents, or anyone else that the Indemnifying Party controls (collectively "Indemnifying Party's Liabilities"). Such Indemnifying Party's obligations to defend, hold harmless, and indemnify the Indemnified Party shall not apply to the extent caused by the negligence, active negligence, or willful misconduct of Indemnified Party or any of them, but shall apply to all other liabilities.

The Indemnified Party: (i) shall promptly provide the Indemnifying Party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this section and provide the Indemnifying Party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Indemnifying Party; and (iii) shall fully cooperate with the Indemnifying Party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the Indemnifying Party of its indemnity obligation, except (1) to the extent the Indemnifying Party can show it was prejudiced by the delay; and (2) the Indemnifying Party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

Liability Insurance

COUNTY shall, at its own cost and expense, prior to occupancy maintain during the entire term of this Lease and any renewals or any renewals or extensions of such term a broad form comprehensive coverage policy of public liability insurance and Workers Compensations Insurance issued by an insurance company acceptable to CITY and insuring CITY against loss or liability caused by or connected with COUNTY's occupation and use of said Premises under this lease.

Fire Insurance

Each Party to this Lease agreement shall keep its interest in the Leased Premises, the structures thereon and the personal property herein, insured at its own expense against fire, extended coverage and such other risks as it may choose. In the event the Leased Premises or the building of which the Leased Premises are a part shall be damaged or destroyed by fire or other casualty, the Premises shall be repaired or rebuilt at the CITY'S option, by CITY, at its expense as soon as insurance funds are available but CITY shall not be obligated to repair or rebuild any portion of the leased Premises so destroyed that are not covered by any policy of insurance in

effect at the time of the loss. Further, CITY shall not be obligated to repair any fixtures, equipment or other property installed by COUNTY.

Assignment and Subletting

COUNTY shall not encumber, assign, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in said Leased Premises or any of the improvements that may now or hereafter be constructed or installed on said Leased Premises without the express written consent of CITY. Neither shall COUNTY sublet said Leased Premises or any part thereof or allow any other person, other than COUNTY's agents, servants, or employees, to occupy said Premises or any part thereof without the prior written consent of CITY. A consent by CITY to one assignment, one subletting, or one occupation of said Premises by another person shall not be deemed a consent to any subsequent assignment, subletting, or occupation of said Leased Premises by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of CITY, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of CITY, terminate this lease.

Default

Should the COUNTY default in the performance of any of the covenants, conditions or agreements contained in this lease, or abandon the property leased herein, COUNTY shall have breached the Lease and CITY may, in addition to any other remedies provided by law, re-enter and regain possession of said Leased Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

Termination of Lease

This Lease shall terminate and COUNTY shall be excused from further performance of any of the terms, covenants and conditions contained herein should COUNTY be unable to obtain sufficient funds to meet the operational budget required to maintain and operate the leased Premises as office for the Tuolumne County Public Health Department. Either Party may terminate this Lease at any time by giving ninety days (90) days written notice. If the COUNTY should provide such notice, payment of rent and utilities are required to be paid until the termination of the Lease.

Attorneys' Fees

Should any litigation be commenced between the parties to this lease concerning said Leased Premises, this Lease, or the rights and duties of either in relation thereto, the Party, CITY or COUNTY, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

Communicable Disease Waiver and Release

County waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other

communicable disease that occurs, or is alleged to occur. Undersigned also agrees to defend, indemnify, and hold CITY harmless from any and all claims, causes of action, allegations, or assertions made against CITY arising from or relating to actual or alleged infection occurring on Leased Property, except where caused by the sole negligence or willful misconduct of the City.

Notice

Any and all notices or other communication to be given to CITY or COUNTY shall be given to the persons representing the respective parties at the following addresses:

CITY:
City Administrator
94 North Washington Street
Sonora, CA 95370

COUNTY:
County Administrator
2 South Green Street
Sonora, CA 95370

Partial Invalidity

Should any provision of this lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

This instrument constitutes the sole and only agreement between CITY and COUNTY respecting said Premises, the leasing of Leased Premises to COUNTY, or the lease term herein specified and correctly sets forth the obligations of CITY and COUNTY to each other as of its date. Any agreements or representations respecting said Premises or their leasing by CITY to COUNTY not expressly set forth in this instrument are null and void.

Time of Essence

Time is expressly declared to be the essence of this lease. Executed this 28th day of September, 2020, at Sonora, Tuolumne County, California.

City of Sonora

Tuolumne County

Mary Rose Rutikanga,
City Administrator

Tracie Riggs,
County Administrative Officer

Approved as to Legal Form:

Douglas White, City Attorney

Approved as to Legal Form:

Sarah Carrillo, County Counsel