

**COUNTY OF DEL NORTE**  
County Administrative Office  
981 H Street, Suite 210  
Crescent City, CA 95531

**REQUEST FOR PROPOSALS**

**OFFICE OF THE COUNTY PUBLIC DEFENDER  
OFFICE SPACE**



**Notice is Given** – The Del Norte County Administrative Office will receive Proposals for the Office of the County Public Defender for Office Space.

**Date of RFP Issue** – August 22, 2023

**Proposals Submission Deadline** – September 22, 2023 at 3:00 p.m.

Mail your Proposals to:

Del Norte County Administration  
Re: Public Defender Office Space RFP  
981 H Street, Suite 210  
Crescent City CA 95531

## **PROPOSALS SUBMITTAL**

All proposals shall be submitted on letter-sized media, pages numbered numerically, preferably on recycled paper. The outside of the submission envelope must be sealed and clearly marked "REQUEST FOR PROPOSALS – OFFICE OF THE COUNTY PUBLIC DEFENDER, OFFICE SPACE. Proposals must be submitted to Del Norte County Administration, 981 H Street, Suite 210, Crescent City, California, 95531, and **received no later than September 22, 2023 at 3:00pm.**

Questions regarding the RFP content shall be submitted by email to Randy Hooper at [randy.hooper@co.del-norte.ca.us](mailto:randy.hooper@co.del-norte.ca.us) no later than **September 6, 2023 at 1:00pm.** Respondents should also email the above address to register to receive any addendum.

Del Norte County reserves the right to:

- Request clarification of any submitted information.
- Not enter into any lease agreement.
- Amend or cancel this process at any time.
- Interview applicants prior to award and request additional information during the interview.
- Negotiate a multi-year lease or a lease with an option to extend during the duration.
- Issue a similar RFP in the future.

## **PROPOSAL PURPOSE AND SPECIFICATIONS**

Del Norte County is seeking to lease space for the Office of the County Public Defender. The intent of this Request for Proposals (RFP) is to secure said office space for these purposes. The office space must provide for:

- At least one private office for the County Public Defender. *Preference is for two offices in order to allow for possible future expansion of the Office of the County Public Defender with a third positions (e.g. an Deputy County Public Defender, Investigator, etc.)*
- A welcome & reception area and workspace for the Public Defender's Legal Secretary, with sufficient space for clients of the County Public Defender, as well as other office visitors, to comfortably sit while waiting to meet with the County Public Defender.
- Sufficient area for the keeping miscellaneous office supplies, materials, and a photocopy machine.
- An employee breakroom with a sink and space for a table and refrigerator.
- A securable, storage area for files of the Office of the County Public Defender and contracted public defense attorneys.
- At least three parking spaces available for use by the County Public Defender, Legal Secretary, and clients during normal business hours (Monday-Friday, 8am-5pm).
- At least one restroom. *Preference is for two restrooms: an employee restroom and a public restroom.*
- Sufficient broadband connectivity for access to the County's network servers and telephone system.

- Proximity to the Del Norte County Courthouse and Del Norte County Jail is highly desirable.
- Compliance with applicable standards of the Americans with Disabilities Act (ADA) such as restroom and parking area.

**PROPOSAL REQUIREMENTS:**

- Location map and floor plan.
- Detailed building specifications including square footage, access, and whether single unit or multi-unit space.
- Cost proposal (i.e. rent and complete listing of pass through).
- Proposed schedule of any work necessary prior to occupancy indicating construction deadlines in order to ensure space availability.
- Readiness of facility.
- Confirmation that the site meets any and all existing building codes.

**EVALUATION/SELECTION CRITERIA**

Respondents will be evaluated on their responses to the following categories and criterion for selection:

- |                     |     |
|---------------------|-----|
| • Lease Price       | 40% |
| • Site Suitability* | 35% |
| • Location          | 25% |
| • Site Parking      | 10% |

*\* including ADA requirements, parking, and potential future expansion/second office, etc.*

**CONTRACT AWARD SCHEDULE**

Post RFP	August 22, 2023
Deadline for Questions	September 6, 2023 at 1:00pm
Proposal Submission Deadline	September 22, 2023 at 3:00pm

**METHOD OF AWARD**

The successful proposal will be determined by the Del Norte County Board of Supervisors. Such award will be to the respondent whose proposal is determined by the County to be the most responsive to the requirements specified in the RFP, in the best interest of Del Norte County and most technically complete. For purposes of this RFP, "award" is defined as the right to negotiate a contractual relationship with Del Norte County for services identified in the RFP. Award does not constitute an acceptance of a lease agreement.

**ATTACHMENTS**

Proposed Lease Agreement (*terms are negotiable based on type of space*)

**LEASE AGREEMENT  
(OFFICE)**

LANDLORD: \_\_\_\_\_

TENANT: County of Del Norte  
A political subdivision of the State of California

DEPARTMENT:

APN: \_\_\_\_\_

## **OFFICE LEASE**

THIS OFFICE LEASE (“Lease”), dated as of *[date of office lease]* for the purpose of reference only, is made and entered into by and between *[name and capacity of landlord]* (“Landlord”) and the County of Del Norte, a political subdivision of the State of California (“Tenant”). The term “Party” will refer to a referenced party and if no party is referenced, then to all Parties.

### **ARTICLE 1** **LEASE OF PREMISES**

NOW THEREFORE, for payment of good and adequate consideration, the receipt and adequacy of which are hereby acknowledged, Landlord hereby leases to Tenant and Tenant hires from Landlord the “Premises”, as defined in Section 1 of the Lease Summary, which is attached hereto and made a part hereof, for the term and subject to the terms, covenants, agreements and conditions hereinafter set forth, to each and all of which Tenant and Landlord hereby mutually agree.

### **ARTICLE 2** **TERM; COMPLETION OF IMPROVEMENTS**

2.1 **Term.** The term of this Lease (the “Base Term”) will commence on the date of delivery of the Premises to Tenant for occupancy in accordance with the scheduled Commencement Date set forth in Section 2 of the Lease Summary. Unless sooner terminated as hereinafter provided, or as provided by law, the Base Term will end on the date set forth in Section 2 of the Lease Summary.

2.2 **Early Occupancy.** In the event the Premises are ready for occupancy prior to the scheduled Commencement Date, Tenant will have the right to take early occupancy of the Premises on such date as Landlord and Tenant agree, and notwithstanding anything to the contrary contained herein, the Term and Tenant's obligation to pay Rent hereunder will commence upon such occupancy; provided, however, that the Expiration Date will not be affected by such early occupancy.

2.3 **Right to Extend.** Provided there is no uncured default hereunder either as of the date Tenant notifies Landlord of its election to extend the Term or as of the first day of the extension period, Tenant may extend the original Term as it relates to the Premises for two (2) successive periods of five (5) years each (each an “Extension Term”). Tenant must notify Landlord of its election to extend the Term by giving Landlord written notice thereof, not less than three (3) months prior to the expiration of the Base Term or expiration of a prior Extension Term. All of the provisions of this Lease (other than the amount of Base Rent payable hereunder and the right of Tenant to exercise the Extension Option) will apply during the Extension Term.

**ARTICLE 3**  
**RENT**

3.1 Rent. Tenant agrees to pay to Landlord as rent for the Premises during the Base Term and any Extension Term the per-month sum specified in Section 3 of the Lease Summary (“Base Rent”).

3.2 Due Date. Base Rent must be paid to Landlord on or before the first day of the Term and on or before the first day of each and every successive calendar month thereafter during the Term. In the event the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Base Rent for the first and last fractional months of the Term will be appropriately prorated on the basis of a thirty (30) day calendar month. Nothing in this section restricts the right of the tenant to pay more than one month at a time without penalty.

3.3. Additional Rent. All charges, assessments, taxes, expenses, reimbursements and other amounts of any kind whatsoever collectively payable by Tenant to Landlord pursuant to this Lease will be deemed additional rent for purposes of collection only (collectively “Additional Rent”). Landlord will have the same remedies for default in the payment of Additional Rent as for default in the payment of Base Rent. Base Rent and Additional Rent are collectively referred to herein as “Rent.”

**ARTICLE 4**  
**USE OF PREMISES**

4.1 Approved Use. The Premises may only be used for general office purposes consistent with the nature of the Tenant’s status as a County-operated [*type of office*] office (the “Approved Use”) and no other. Tenant will not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may injure, annoy or disturb the quiet enjoyment of any occupant of neighboring properties or other tenant in the Building; nor, without limiting the generality of the foregoing, will Tenant allow the Premises to be used for any improper, unlawful or objectionable purpose. Tenant may not place any harmful or hazardous liquids in the drainage system of the Premises or of the Building. Tenant may not place any loads upon the floors, walls, ceilings or roof which might endanger the structure, nor overload any electrical, plumbing, telecommunications, mechanical or other systems.

**ARTICLE 5**  
**UTILITIES**

Landlord must provide access to water, electricity, heat, light, power, sewer, trash collection, and other utilities (“Utilities”); Landlord will provide metering of Utilities so that Tenant’s consumption of a specific Utility can be separately charged directly to the Tenant by the service provider.

*[Alternatively, depending on space: With the exception of internet services, Landlord shall be responsible for timely paying all charges, rates, payments, fees, penalties, and costs associated*

*with the provision of utilities and related services for the Premises, including but not limited to electricity, sewer, water and garbage, waste and recyclable material collection. Landlord shall also timely pay all taxes of every kind, including any and all possessory interest tax and Real Estate Taxes, associated with the Premises, including its use. Landlord shall not seek reimbursement from Tenant for any of these expenses.]*

**ARTICLE 6**  
**HOLDING OVER**

If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Landlord, Tenant will become a month-to-month tenant and the terms of this Lease will continue to apply.

**ARTICLE 7**  
**TAXES**

Landlord will pay all taxes, levies, fees, community district fees and/or bonds, assessments and government charges of any kinds, existing as of the Commencement Date or thereafter enacted or imposed by Government authority during the Term of this Lease.

**ARTICLE 8**  
**ALTERATIONS AND TENANT'S PROPERTY**

8.1 Tenant Alterations. Tenant agrees not to make or allow to be made any alterations, improvements, additions or physical changes in or about the Premises (“Tenant Alterations”) without first obtaining the written consent of Landlord in each instance, which consent may be withheld by Landlord in its sole discretion if the proposed Alterations (i) affect the structural components of the Building or (ii) adversely affect the Building Systems, in all other cases, Landlord’s consent must not be unreasonably withheld.

8.2 Conditions. Notwithstanding the foregoing, if Landlord approves any Alterations, Landlord may impose such reasonable conditions on Tenant in connection with the commencement, performance and completion of such Alterations as Landlord may deem appropriate in Landlord’s reasonable discretion.

**ARTICLE 9**  
**LANDLORD'S REPAIRS**

(a) Landlord shall, at Landlord’s sole cost and expense, in accordance with the terms of this Lease and without demand, repair and maintain the following items in good tenantable condition at all times during the Term and during all Extended Terms on a routine, as needed, and scheduled basis: fire protection services; the roof, roof membrane, and roof coverings; exterior and interior paint; exterior and interior walls; attic and basement; all interior and exterior electrical wiring, pipes, conduit and structural support; the parking areas, pavement, landscaping, sprinkler systems, sidewalks, driveways, curbs; and lighting systems, glazing, flooring, elevators,

plumbing, water pipes, hot water heater, kitchen appliances, fire extinguishers, lighting (including, but not limited to, bulbs, tubes, fixtures, lens covers, ballasts, emergency lights, security lights and exterior lights), heating, ventilating and air conditioning units, bathroom/toiletry systems and dispensers. Landlord shall not pass on any costs or expenses to Tenant for any of the above. Landlord's duty of maintenance includes the hiring of exterminators to prevent damage to building systems as necessary and reasonable.

Tenant will promptly give Landlord written notice of any repair required by Landlord pursuant to this Article, after which Landlord must make a commercially reasonable effort to affect such repair. In connection with its obligations under this Section, Landlord agrees to use reasonable efforts to minimize interference with Tenant's business at the Premises. All maintenance and repair work requested by Tenant shall be performed by Landlord (or Landlord's agent) in a timely fashion and in coordination with Tenant. In the event of an emergency, if Tenant is unable to reach Landlord (or Landlord's agent), after Tenant makes reasonable active efforts to notice Landlord, and Landlord is unreachable or non-responsive, Tenant may arrange for said emergency maintenance, repair, and/or replacement work and deduct the cost, pay the outstanding charge, rate, fee, or payment, including Tenant staff time, and deduct said amount from the Rent.

(b) Scheduled Preventative Maintenance. Scheduled preventative maintenance, repair, and/or replacement work shall be performed by Landlord (or Landlord's agent), and shall be scheduled, arranged and paid for by Landlord with Tenant's advance knowledge and consent a minimum of ten (10) business days in advance of any preventative maintenance, repair, replacement, or improvement. Preventative maintenance, repair, replacement work or improvement which would disrupt Tenant's operation and use of the Premises or any portion thereof shall not be performed during Tenant's hours of operation.

(c) Maintenance, Monitoring and Testing of Life/Health/Safety Systems. Landlord shall perform annual maintenance, monitoring, and testing of all Life/Health/Safety Systems, in accordance with best industry practices, including but not limited to: emergency lighting, fire alarm systems, fire extinguishers, smoke detectors, and all mechanical systems. Landlord shall provide to Tenant a written report of said maintenance and testing within 30 days of Tenant's written request.

d) Exterior. Landlord shall with specific regard to exterior maintenance and repair of the Premises, complete the following:

i. Landscaping. Landlord shall furnish and perform all routine and as needed landscaping maintenance, repair and replacement work.

ii. Parking Lot. Landlord shall furnish and perform routine and as needed parking lot sweeping, maintenance and repair, cleaning, re-striping, and re-surfacing. With specific regard to the re-striping and re-surfacing, Landlord shall, at its sole cost and expense, re-stripe and re-surface the parking lot once after the fifth year and, thereafter, every successive five (5) year period of the Term.



iii. Graffiti Removal. Landlord shall promptly remove all graffiti from the exterior walls of the Premises and from all signage on an as needed basis. If Landlord fails to remove any such graffiti within forty eight (48) hours of Tenant's issuance of written notice, Tenant may perform, or cause to be performed, removal of said graffiti and deduct the actual costs thereof from the Rent. For purposes of the self-help remedy herein granted, Landlord hereby grants to Tenant all rights necessary to exercise such remedy.

(e) Pest Control. Landlord shall provide and perform all structural and non-structural pest control services for the interior and exterior of the Premises. Said pest control services shall be provided on a scheduled basis, at a minimum quarterly, and address the following: structural pests, non-structural pests, landscaping pests and organisms, termites, dry rot, and powder post beetles.

(f) Alarm Services. The parties acknowledge and agree that Tenant shall be allowed to install alarm system as needed. Landlord will be provided an alarm code for emergency access only. Landlord shall inform Tenant immediately if the alarm code is disclosed to any third party. Landlord shall provide, maintain, install and monitor, during the Term of this Lease, a Fire Alarm System on the Premises, in accordance with all applicable laws and fire codes, as amended from time to time.

## **ARTICLE 10** **TENANT'S REPAIRS AND SIGNS**

10.1 Tenant, at Tenant's expense, will maintain and clean all entries, doors, ceilings (below the ceiling grid), interior windows, interior walls, and the interior side of demising walls. Should Tenant fail to maintain and clean the specified portion of the Premises, Landlord may give Tenant written notice of such failure. If Tenant fails to commence cure of such failure within ten (10) days of Landlord's written notice, and thereafter diligently prosecute such cure to completion, Landlord may perform such work and be reimbursed by Tenant within ten (10) days after written demand therefor; provided, however, that if such failure by Tenant creates or could create an emergency, Landlord may immediately commence cure of such failure and thereafter be entitled to recover the costs of such cure from Tenant.

10.2 Tenant, as needed, may place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind, as needed for the uses intended.

## **ARTICLE 11** **INDEMNIFICATION**

12.1 Landlord hereby agrees to defend, indemnify, protect and hold harmless Tenant, its offices, employees and agents from and against any and all damage, loss, claim, cause of action, liability

and expense (including reasonable attorneys' fees) to the extent such arise out of the negligent acts, omissions or willful misconduct of Lessor or its employees, subcontractors or agents, occurring in connection with this Lease.

12.2 County hereby agrees to defend, indemnify, protect and hold harmless Lessor from and against any and all damages, loss claim, cause of action, liability and expense (including reasonable attorneys' fees) to the extent such arise out of County's negligent acts or omissions or willful misconduct occurring in connection with this Lease.

12.3 At no time shall Tenant or any of the Tenant Representatives be responsible or liable for any lost profits, lost economic opportunities, punitive damages or any form of consequential damage of any kind or nature resulting from or related to a Claim, the Premises Hazardous Materials or this Lease, except where such damages are directly and solely caused by the gross negligence or willful misconduct of Tenant or the Tenant Representatives.

## **ARTICLE 12** **INSURANCE**

13.1 Landlord must maintain all risk property and, if applicable, sprinkler damage insurance covering the full replacement cost of the Premises. Landlord will further procure and maintain commercial general liability insurance with a single loss limit of not less than \$5,000,000 for bodily injury and property damage with respect to the Premises. Landlord may, but is not obligated to, maintain such other insurance and additional coverage as it may deem necessary, including, but not limited to, flood, environmental hazard and earthquake, loss or failure of building equipment, errors and omissions, rental loss during the period of repair or rebuilding, workers' compensation insurance and fidelity bonds for employees employed to perform services and insurance for any improvements installed by Tenant or which are in addition to the standard improvements customarily furnished by Landlord without regard to whether or not such are made a part of the Premises.

13.2 Tenant shall not be required to maintain any insurance for the Premises, for Landlord, for the Lease, or for the use or occupancy of the Premises. Landlord agrees to maintain adequate casualty and liability insurance coverage on the property until the Lease Commencement at Landlord's sole cost and expense. Any insurance maintained by Landlord for the Premises after Lease Commencement shall name County as an "additional insured".

## **ARTICLE 13** **RESTORATION**

If, at any time during the Term, the Premises is damaged or destroyed by a fire or other insured casualty, Landlord must notify Tenant within thirty (30) days after discovery of such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premise, as applicable (the "Restoration Period"). If the Restoration Period is estimated to exceed three (3)

months from the date Landlord notifies Tenant (the “Maximum Restoration Period”), Landlord may, in such notice, elect to terminate this Lease as of the date that is forty-five (45) days after such notice, provided, however, that notwithstanding Landlord’s election to restore, Tenant may elect to terminate this Lease by written notice to Landlord delivered within ten (10) business days of receipt of the notice from Landlord estimating a Restoration Period for the Premises longer than the Maximum Restoration Period. Unless Tenant or Landlord so elect to terminate this Lease, Landlord must, subject to receipt of sufficient insurance proceeds, promptly restore the Premises (excluding Tenant Improvements and Tenant Alterations unless Tenant has separately insured same and such separate insurance proceeds or payment from Tenant is received by Landlord sufficient to pay for the restoration of such Tenant Improvement or Tenant Alteration).

#### **ARTICLE 14** **TENANT DEFAULT**

15.1 Each of the following will be considered an act of default by Tenant under this Lease:

- (a) Payment Defaults. Tenant fails to pay any installment of Rent or any other payment hereunder when properly due.
- (b) Insurance. Any insurance required to be maintained by Tenant pursuant to this Lease is canceled, terminated, expires, or is reduced or materially changed, or Landlord receives a notice of nonrenewal of any such insurance and Tenant fails to obtain replacement insurance at least ten (10) days before the expiration of the current coverage.
- (c) Improper Transfer. Tenant assigns, subleases or otherwise transfers, or attempts to transfer all or any portion of Tenant’s interest in this Lease or the Premises, except as expressly permitted herein, or Tenant’s interest in this Lease is attached, executed upon, or otherwise judicially seized and such action is not released within ninety (90) days of the action.
- (d) Liens. Tenant fails to discharge or otherwise obtain the release of any lien placed upon the Premises in violation of this Lease within thirty (30) days after Tenant’s receipt of notice that any such lien is filed against the Premises.
- (e) Other Defaults. Tenant fails to comply with any provision of this Lease and, except as otherwise expressly permitted, such failure continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant.

15.2 Landlord will have the following remedies in the event of a Tenant default:

- (a) Landlord Cure. Landlord may, without waiving or releasing any obligation of Tenant hereunder, make such payment or perform such act, provided that Landlord has first provided reasonable notice and opportunity for Tenant to cure, and Tenant has failed to do so. Nothing herein may be construed to create or impose a duty on Landlord to mitigate any damages resulting from Tenant’s Default hereunder.
- (b) Late Payment Rent. If any installment of Rent due from Tenant is not received by Landlord within five (5) days after the date such payment is due, Tenant must pay to Landlord an additional sum equal to five percent (5%) of the overdue Rent as a late charge. Notwithstanding the foregoing, before assessing a late charge the first time in any calendar year, Landlord must provide Tenant written notice of the delinquency and will waive the right if Tenant pays such delinquency within five (5) days thereafter. The parties agree that

this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

- (c) Termination of Lease. If, after notice to Tenant, Tenant fails to perform, Landlord may opt to use its judicial remedies pursuant to California Civil Code Sections 1940 *et seq.*

## **ARTICLE 15** **LANDLORD DEFAULT**

If Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary), Tenant may immediately terminate this Lease, free of further obligation, for breach of Landlord's obligations hereunder.

## **ARTICLE 16** **ASSIGNMENT AND SUBLETTING**

Without Landlord's prior written consent, Tenant may not, directly or indirectly, voluntarily or by operation of law, assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises, and any attempt to do any of the foregoing will be void and of no effect.

## **ARTICLE 17** **SURRENDER**

Upon the Termination Date or earlier termination of Tenant's right of possession, Tenant will surrender the Premises to Landlord broom clean, in as good condition as on the Commencement Date, except for normal wear and tear and damage by fire or other casualty not caused by Tenant, and repairs and replacements other than those which it is Landlord's obligation to make, free and clear of tenants and occupants and with all of Tenant's property removed and, to the extent required by Landlord in accordance with the terms of this Lease, with Alterations restored or removed to the extent required by Landlord. Any Tenant's Property, Alterations and property not so removed by Tenant as permitted or required herein will be deemed abandoned and may be stored, removed, and disposed of by Landlord, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and/or disposition of such property.

## **ARTICLE 18** **SEVERABILITY**

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease will not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as may be legal, valid and enforceable.

**ARTICLE 19**  
**NOTICES**

All notices or other communications between the parties must be in writing and will be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if delivered in person, or upon actual receipt if delivered by reputable overnight guaranty courier, addressed and sent to the parties at their addresses as follows:

IF TO LANDLORD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF TO TENANT:

County of Del Norte  
*[County Department Occupying Space]*  
Attn: *[Department Head]*  
*[Address]*  
Crescent City, CA 95531

**ARTICLE 20**  
**COMPLIANCE WITH LAWS**

The Parties agree that they have and will comply with all federal, state, and local laws applicable to this Lease, and that the violation of this provision may be deemed a default under this Lease, triggering the Parties' respective remedies for such default.

**ARTICLE 21**  
**CHOICE OF LAW AND FORUM**

Construction and interpretation of this Lease will be governed by the laws of the State of California. The Superior Court for the County of Del Norte will have original jurisdiction over any legal dispute relating to or arising out of this Lease.

**ARTICLE 22**  
**ATTORNEYS' FEES**

If any action is brought by either party against the other party, relating to or arising out of this Lease, the transaction described herein or the enforcement hereof, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**ARTICLE 23**  
**ENTRY BY LANDLORD OR LANDLORD REPRESENTATIVES**

Upon the receipt of 72-hour advance written notice from Landlord to Tenant, Landlord or the

designated Landlord Representatives may enter the Premises during Tenant's normal hours of operation to carry out any of the Landlord's obligations under the Lease terms in or about the Premises, provided Landlord, and all designated Landlord Representatives entering on behalf of Landlord, complies with the security, privacy, confidentiality and safety protocols of the County at all times during the visit, including all such requirements and protocols set out in this Lease, and does not unreasonably interfere with Tenant's use of the Premises or its operations. Landlord's written notice shall designate by name, title, address, email and phone number, each Landlord Representative who will be entering the Premises and the reasons for such entry.

**ARTICLE 24**  
**FORCE MAJEURE**

Neither Landlord nor Tenant shall be deemed to be in breach of this Lease if either is prevented from performing any of its obligations herein by reason of act of God, act of a public enemy, severe weather conditions, rebellion, riot, sabotage, or any other similar circumstance of like kind for which the performing party is not responsible, or which is not within said party's reasonable control to mitigate or eliminate (collectively, "Force Majeure Delay").

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on \_\_\_\_\_, 2020.

**LANDLORD**

**TENANT  
COUNTY OF DEL NORTE**

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
*[Chair]*, Chair  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Kylie Goughnour  
Clerk of the Board