

**LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SIX RIVERS INVESTMENTS**

This Lease Agreement ("Lease"), entered into this 22 day of Dec, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Six Rivers Investments, a sole proprietorship, hereinafter referred to as LESSOR, is made upon the following considerations:

WHEREAS, COUNTY desires to lease warehouse space located at 3530 Broadway, Eureka, California 95501; and

WHEREAS, LESSOR is willing to lease the warehouse space located at 3530 Broadway, Eureka, California 95501 to COUNTY.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agreed as follows:

1. PREMISES:

Subject to the terms and conditions of this Lease, LESSOR hereby leases to COUNTY, and COUNTY leases from LESSOR, the premises located at 3530 Broadway, Eureka, California 95501, which consists of approximately two thousand (2,000) square feet of warehouse space, as more particularly described in Exhibit A – Property Description, which is attached hereto and incorporated herein by reference as if set forth in full.

2. USE OF PREMISES:

- A. Intended Use. The leased premises shall be used by COUNTY for the purpose of storing records and/or equipment owned by COUNTY.
- B. Unusable due to Destruction. In the event the leased premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this Lease upon written notice within seven (7) days following the date of loss. In the event the leased premises is destroyed in part by fire or other casualty, and a portion of said premises is still usable by COUNTY, the rent shall be prorated on a square footage basis of usable space until the premises are restored to their original condition. Payment of prorated rent shall not constitute a waiver of COUNTY's right to terminate this Lease as set forth herein. In the event that the leased premises is destroyed in whole or in part by fire or other casualty, and the cost of restoring the same exceeds the then remaining rental for the unused portion of the term of this Lease, LESSOR shall have the option to rebuild or to terminate this Lease. Such option shall be exercised by LESSOR by notice in writing to COUNTY within seven (7) days following the date of loss. LESSOR's option to rebuild shall not affect COUNTY's right to terminate this Lease as set forth herein.
- C. Unusable due to Illegality or Condemnation. If it becomes unlawful for COUNTY to conduct its intended operations on the premises, or if a portion of the premises or approaches thereto is condemned by public authority so that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises so that the premises becomes impossible to use, COUNTY shall have the right at any time thereafter to

terminate this Lease by giving LESSOR seven (7) days advance written notice of such termination.

- D. Unusable for Intended Operations. If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, such as flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of LESSOR and COUNTY, COUNTY may: terminate the Lease upon seven (7) days written notice to LESSOR; prorate the rent for the period of time the premises is unusable from a practical standpoint upon the provision of written notice to LESSOR; or (3) further extend this Lease without the requirement of the payment of rent for the period of time which the premises were unusable from a practical standpoint upon the provision of written notice to LESSOR. The remedies set forth herein are in addition to, and do not in any manner limit, any other remedies available to COUNTY.

3. QUIET ENJOYMENT:

Subject to the terms and conditions of this Lease, LESSOR shall secure to COUNTY the quiet and peaceful possession of the premises and all rights and privileges appertaining thereto.

4. TERM OF LEASE

- A. Initial Term. This Lease shall begin upon execution by both parties hereto and shall remain until full force and effect until November 30, 2025, unless extended or sooner terminated as set forth herein.
- B. Extension. COUNTY has the option to extend this Lease, upon the same terms and conditions, for one (1) additional three (3) year term. Each option may be exercised by COUNTY providing LESSOR written notice of its intent to extend the Lease ninety (90) days prior to the end of the initial term or three (3) year term extension.
- C. Holding Over. Any holding over with LESSOR's consent beyond the term of this Lease shall be a month to month tenancy which is subject to all of the terms and conditions set forth herein.

5. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Lease, if LESSOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Lease without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insolvency. COUNTY may immediately terminate this Lease, if LESSOR files for bankruptcy, becomes insolvent or makes an assignment of a substantial part of its property for the benefit of creditors.
- D. Termination due to Insufficient Funding. COUNTY's obligations under this Lease are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Lease shall be terminated. COUNTY shall provide COMPANY seven (7) days advance written notice of its intent to terminate this Lease due to insufficient funding.

- E. Termination due to Misrepresentation. COUNTY may immediately terminate this Lease, if LESSOR intentionally provides COUNTY with false or misleading information or misrepresents any material fact on its application or statement to or before COUNTY, or intentionally fails to make full disclosure on its financial statement or other documents.
- F. Surrender of Premises. Upon termination of this Lease, COUNTY shall surrender the building to LESSOR in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the building which may be damaged by reason of fire, earthquake, the elements or other casualty.

6. RENT:

- A. Monthly Rental Rates. COUNTY shall pay to LESSOR the sum of One Thousand Five Hundred Dollars (\$1,500.00) per month as rent for the leased premises described herein. COUNTY will automatically increase the monthly rent by two percent (2%) during the term extended period.
- B. Payment. Rent shall be paid in advance on the first day of each month, except in the event that COUNTY's occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month.

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. Construction Requirements. LESSOR hereby covenants and warrants that the premises have been constructed and any remodeling done in accordance with any and all local, state and federal laws, regulations and standards, including, without limitation, the Americans with Disabilities Act.
- B. Licensure, Certification and Accreditation Requirements. LESSOR hereby agrees to comply with any and all applicable licensure, certification and accreditation standards or criteria established any by local, state or federal governmental agency.
- C. Smoking Requirements. LESSOR hereby agrees to comply with any and all applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which prohibit smoking in any and all facilities owned, leased, licensed or otherwise controlled by COUNTY.

8. UTILITIES:

LESSOR hereby agrees to furnish, and pay for any and all charges for, gas, refuse collection and electricity, supplied to, and used in, the leased premises. LESSOR agrees to pay for all charges for water and sewer supplied to, and used in, the leased premises. COUNTY shall pay for its own telephone, communications and security services.

9. JANITORIAL SERVICES:

COUNTY shall be responsible for providing any and all necessary janitorial services to the leased premises.

10. MAINTENANCE AND REPAIRS:

- A. General Maintenance Requirements. During the term of this Lease or any extension thereof, LESSOR shall maintain the premises in good repair and tenantable condition so as to minimize

breakdowns and loss of COUNTY's use of the premises caused by deferred or inadequate maintenance. LESSOR shall be responsible for all maintenance and repairs to the premises including, without limitation, the interior and exterior of the building, including, but not limited to, exterior and interior doors with associated fixtures and flooring, landscaping, parking lot, fire extinguishers, and window glass, except for the following: light bulbs; minor plumbing, such as repairing faucets, toilets and the unstopping of toilets and sinks; any repairs caused by the negligence of COUNTY personnel; and any repairs to phone system, computers or security systems or the installation thereof.

- B. Life, Safety and Fire Protection System Maintenance Requirements. LESSOR shall service fire extinguishers at least annually and as requested by COUNTY if more frequent service is needed.
- C. Performance Requirements. LESSOR shall have ten (10) days after notice from COUNTY to begin performing its obligations set forth herein, except that LESSOR shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by COUNTY. If LESSOR does not perform its obligations within the time limitations set forth herein, COUNTY, after providing notice to LESSOR, can perform the obligations and has the right to be reimbursed for the sums actually and reasonably expended, including, without limitation, charges for COUNTY labor and equipment, in the performance of LESSOR's obligations. If LESSOR does not reimburse COUNTY within ten (10) days after demand from COUNTY, COUNTY shall have the right to withhold from future rent due the sums expended until COUNTY is reimbursed in full. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within two (2) days after the oral notice or demand is made.

11. IMPROVEMENTS AND ALTERATIONS:

Upon the receipt of LESSOR's consent, which shall not be unreasonably withheld, COUNTY may, at its own cost, make non-structural alterations or improvements to the leased premises to accommodate COUNTY's use thereof, including, without limitation, installing additional equipment or fixtures, which shall include, but not be limited to: security, telephone, intercom and sound masking systems and related equipment, including, but not limited to cameras, wiring, data cable keypads and answering machines; access control devices and associated hardware; fire alarms and other life and safety devices beyond those required by to be installed by LESSOR pursuant to the terms and conditions of this Lease. Upon termination of this Lease, COUNTY shall have the right to remove from the premises any such equipment installed thereby.

12. INSTALLATION AND REMOVAL OF TRADE FIXTURES, SIGNS AND EQUIPMENT:

COUNTY may cause or permit to be installed and/or affixed to the premises such fixtures, signs and equipment as COUNTY deems desirable, and all such fixtures, signs and equipment shall remain the property of COUNTY and may be removed at any time provided that COUNTY, at its expense, shall repair any damage caused by reason of such removal. LESSOR agrees that no signs or advertising matter of any nature other than COUNTY's shall be permitted upon any of the premises. LESSOR shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities. The parties shall mutually agree upon the location, size and style of any signs.

13. REAL PROPERTY TAXES:

LESSOR shall pay any and all real property taxes and general and special assessments levied and assessed against the premises.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. LESSOR shall indemnify, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, LESSOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Lease shall not relieve LESSOR from liability under this provision. This provision shall apply to any and all claims for damages related to LESSOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Lease shall not be executed by COUNTY and LESSOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting LESSOR'S indemnification provided for herein, LESSOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Lease and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LESSOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors.

A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

LESSOR is responsible for providing "All-Risk" Property Insurance for this location.

C. Workers' Compensation Insurance Coverage

If required by California law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.

16. COUNTY'S INSURANCE

Without limiting COUNTY'S indemnification provided herein, COUNTY shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Lease and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

COUNTY is responsible for providing an "All-Risk" Property Insurance for the contents of the property at this location.

C. Workers' Compensation Insurance Coverage

COUNTY certifies that COUNTY is aware of the provisions of Section 3700 of the California Labor Code and COUNTY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of COUNTY shall be covered by workers' compensation (or qualified self-insurance).

17. SPECIAL INSURANCE REQUIREMENTS

Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

A. LESSOR

1. Lessor agrees to maintain a Comprehensive General Liability Policy. Said policy shall contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 - f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under section 20 of this Lease. It is

further understood that LESSOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to LESSOR'S insurance and will not be called upon to contribute with it.

2. LESSOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Lease by COUNTY. The endorsements shall be on forms as approved by COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If LESSOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Lease, take out the necessary insurance, and LESSOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to LESSOR under this Lease.

3. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and LESSOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

B. COUNTY

1. The Comprehensive General Liability Policy shall provide that LESSOR, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to LESSOR, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

a. Includes contractual liability.

b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".

c. Contains a cross liability, severability of interest or separation of insureds clause.

d. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to LESSOR and in accordance with the Notice provisions set forth under section 20 of this Lease. It is further understood that COUNTY shall not terminate such coverage until it provides LESSOR with proof satisfactory to LESSOR that equal or better insurance has been secured and is in place.

e. COUNTY shall furnish LESSOR with certificates and original endorsements effecting the required coverage of this Lease by LESSOR.

C. COUNTY AND LESSOR

1. COUNTY and LESSOR agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers,

and agents and each party shall indemnify the other against any loss or expense, including reasonable attorney's fees resulting from the failure to obtain such waiver.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall operate to increase the limits of the insurer's liability.

3. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to LESSOR, COUNTY, their officers, officials, employees, and volunteers.

18. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Lease, LESSOR certifies that it is not a Nuclear Weapons Contractor, in that LESSOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. LESSOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Lease if it determines that the foregoing certification is false or if LESSOR subsequently becomes a Nuclear Weapons Contractor.

19. REMEDIES ON DEFAULT:

COUNTY may, at any time after LESSOR is in default, terminate this Lease as set forth herein or cure the default at the expense of LESSOR. If COUNTY at any time, by reason of LESSOR's default, pays any sum, or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LESSOR to COUNTY within five (5) days of receiving written notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LESSOR. If LESSOR fails to reimburse COUNTY as set forth herein, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this section are in addition to, and do not in any manner limit any other remedies available to COUNTY.

20. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Lease shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this section.

LESSOR: Six Rivers Investments
Attention: Stephanie Bode, Property Manager
P.O. Box 6036
Eureka, California 95501

COUNTY: Humboldt County Department of Public Works – Real Property Division
Attention: Sr. Real Property Agent
1106 Second Street
Eureka, California 95501

21. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld. Any assignment by LESSOR in violation of this provision shall be void, and shall be cause for immediate termination of this Lease. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AMENDMENT:

This Lease may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or modification of, the terms of this Lease shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

22. RELATIONSHIP OF PARTIES:

It is understood that this Lease is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be responsible for the acts and omissions of its agents, officers, officials, employees and assignees.

24. ATTORNEY'S FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

25. WAIVER OF BREACH:

The waiver by either party of any breach of this Lease shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Lease.

26. REMEDY FOR BREACH:

In the event of any breach of this Lease by LESSOR or COUNTY, COUNTY and/or LESSOR shall have all rights and remedies provided by law.

27. BINDING EFFECT:

All provisions of this Lease shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors and permitted assigns.

28. JURISDICTION AND VENUE:

This Lease shall be construed under the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. INTERPRETATION:

This Lease, as well as its individual provisions, shall be deemed to have been prepared equally by both parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

30. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Lease.

31. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Lease.

32. PROVISIONS REQUIRED BY LAW:

This Lease is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Lease. This Lease shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

33. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Lease, the parties agree to comply with the amended provision as of the effective date of such amendment.

34. SURVIVAL OF PROVISIONS:

Portions of this Lease are intended to survive any expiration or termination of this Lease. Accordingly, all provisions hereof which contemplated performance after any such event shall survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

35. ENTIRE AGREEMENT:

This Lease contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind either of the parties hereto. In addition, this Lease shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Lease are hereby ratified.

36. COUNTERPART EXECUTION:

This Lease, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Lease, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Lease, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Lease, and any amendments hereto, for all purposes.


37. AUTHORITY TO EXECUTE:

Each person executing this Lease represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligation hereunder have been duly authorized.

[Signatures on Following Page]

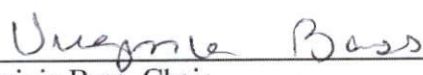
IN WITNESS WHEREOF, this Lease has been executed by the parties hereto upon the date first written above.

SIX RIVERS INVESTMENTS:

By: 
Name: Stephanie Bode
Title: Manager

Date: 12-9-2022

COUNTY OF HUMBOLDT:

By: 
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: 12/22/22

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 12-09-2022

LIST OF EXHIBITS:

Exhibit A – Property Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between the **County of Humboldt**, California (the “County”), and **California Health and Recovery Solutions, P.C.**, a California corporation (“CHRS”), and the **California Department of State Hospitals**, a governmental agency of the State of California (the “Agency”) entered into effective October 19, 2022.

RECITALS

WHEREAS, the Agency has entered into an agreement (the “DSH Agreement”) with CHRS for the provision of Early Access and Stabilization Services, (the “Services”) in correctional facilities located throughout the State of California; and

WHEREAS, the County operates a correctional facility in Humboldt County, California (the “Facility”); and

WHEREAS, CHRS and the County wish to enter into this MOU to establish the terms for CHRS’s provision of Services at the Facility.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. **Recitals:** The parties hereto acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.
2. **Term:** The term of this MOU shall commence on the Effective Date and continue in full force and effect for a period of three (3) years, and shall be coterminous with the DSH Agreement. As such, this MOU shall automatically renew for two (2) additional three (3) year terms, unless CHRS delivers written notice to the County that the DSH Agreement has terminated.
3. **Termination:**
 - a. This MOU shall terminate immediately upon the termination of the DSH Agreement. CHRS shall promptly provide written notice of any such termination.
 - b. Any party may terminate this MOU for their convenience and without cause by giving thirty (30) days’ advance written notice to the other parties hereto.
 - c. It is understood and agreed that this MOU shall be subject to annual appropriations by DSH. If future funds are not appropriated for this MOU, and upon exhaustion of existing funding, CHRS may terminate this Agreement without penalty or liability by providing fourteen (14) days’ advance written notice to the County.
4. **Party Responsibilities:** The County shall provide the Sheriff Office services (the “Corrections Services”) needed to facilitate the provision of Services at the Facility. In exchange for the Corrections Services, CHRS shall make monthly payments in the amount of Sixteen Thousand Six Hundred and Sixty-Six Dollars (**\$16,666.00**) to the County.

5. **Invoicing:** The County shall submit invoices to CHRS monthly in arrears. CHRS shall pay such invoices in full within ninety (90) days of its receipt of each such invoice. Invoices and all payment inquiries should be directed to:

California Health and Recovery Solutions
Attn: Accounts Payable
3340 Perimeter Hill Drive
Nashville, TN 37211
accountspayable@wellpath.us
6. **Confidentiality:** All parties shall comply with all applicable federal and state laws governing the privacy and security of protected health information. The parties to this MOU will ensure there will be no exchange of patient information without specific written authorization by the patient or their legal representative, or unless required by state or federal law. Any exchange of patient information for the purposes of arranging or coordinating services will be conducted in a confidential environment such that the identity of the patient is protected.
7. **Governing Law:** This MOU and the rights and duties of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of California.
8. **Assignment:** The MOU may not be assigned by any Party except with the prior written consent of the other Parties, which shall not unreasonably be withheld. Any assignment by a Party without the other Parties' prior written consent shall be null and void and without force and effect.
9. **Insurance. Insurance.** CHRS shall, at all times during the Term of this Agreement, maintain professional and commercial general liability insurance coverage in the amount of \$1,000,000 per claim and \$3,000,000 in the aggregate.
10. **Notice:** Whenever any notice, demand or consent is required or permitted under this MOU, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, reputable overnight carrier (e.g. Fed Ex, UPS), or via email to the address set forth for each party below.
11. **Modification:** No modification of any of the provisions of this MOU shall be binding unless in writing and signed by all parties to this MOU.
12. **Headings/Number, Gender:** The headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.
13. **Severability:** If any provision of this MOU is deemed to be invalid or unenforceable, the remainder of this MOU shall be valid and enforceable as though the invalid or unenforceable parts had not been included herein.
14. **Counterparts:** This MOU may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery, such signature shall create a valid and binding obligation of the party

executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

- 15. **Entire Agreement:** This MOU, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this MOU will be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this MOU having read, understood, and agreed to all the terms, conditions, obligations, rights, covenants, representations, and warranties herein and intending to be bound as of the Effective Date.

HUMBOLDT COUNTY

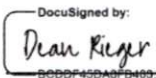
Address for Notice:

By: _____
 Name: _____
 Title: _____
 Date: _____

Humboldt County Sheriff's Office
826 4th Street
Eureka, CA 95501

CALIFORNIA HEALTH AND RECOVERY SOLUTIONS

Address for Notice:

By:  _____
 Name: Dr. Dean Rieger
 Title: President
 Date: 12/10/2022

Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211