

**FIRST AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
LESSOR**

This First Amendment to the Lease Agreement dated December 10, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Rynecki and Rynecki LLC, a California Corporation, hereinafter referred to as "LESSOR," is entered into on this ____ day of _____, 2025.

WHEREAS, on December 10, 2024, COUNTY and LESSOR entered into a Lease Agreement for use of the real property located at 100 H Steet, Eureka, California for the use of office space for COUNTY personnel; and

WHEREAS, COUNTY and LESSOR desire to amend the Lease Agreement incorporate certain additional requirements.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 7 – Laws, Regulation and Standards of the Lease Agreement is hereby amended to read as follows:

COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

This Lease shall not be executed by COUNTY, and LESSOR is not entitled to any rights hereunder, unless certificated of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- 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, without limitations, 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 by any local, state or federal governmental agency.
- C. Life Safety and Fire Protection Requirements. LESSOR shall supply, install and maintain life safety and fire protection systems, including, without limitation, fire extinguishers, fire alarms and other fire protection and suppression devices, in compliance with any and all applicable local, state and federal building codes.
- D. 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.

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2. Section 8 – Utilities of the Lease Agreement is hereby added to read as follows:

UTILITIES:

LESSOR agrees to furnish and pay for all charges for gas, water and sewer supplied to and used in the leased premises by COUNTY. COUNTY shall pay for electricity, telephone/communications, and refuse removal used in the leased premises.

3. Section 9 – Janitorial of the Lease Agreement is hereby added to read as follows:

JANITORIAL:

LESSOR shall be responsible for providing any and all necessary janitorial services to the premises as set forth in Exhibit B – Janitorial Services, which is attached hereto and incorporated herein by reference as if set forth in full.

4. Section 10 - Maintenance and Repairs of the Lease Agreement is hereby added to read as follows:

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, landscaping, parking lot with associated striping and sealing, heating, ventilation and air conditioning system, fire extinguishers, window glass, exterior and interior doors with associated fixtures and flooring, except for the following: minor plumbing such as repairing facets, toilets and unstopping of toilets and sinks; any repairs caused by the negligence of COUNTY personnel; and any repairs to phone systems, computers or security systems or the installation thereof. LESSOR hereby guarantees to rectify, at its own cost and expense, any defects, shrinkage or faults in any maintenance and repairs performed by LESSOR pursuant to the terms and conditions of this Lease.
- B. Heating, Ventilation and Air Conditioning System Maintenance Requirements. The Heating, Ventilation and Air Conditioning ("HVAC") system shall be maintained and operated by LESSOR to provide at least the quantity of outdoor air required by the state building standards in effect at the time the building permit was issued. The HVAC system shall be inspected each year by a qualified inspector. LESSOR shall notify COUNTY when the inspection occurs. LESSOR shall provide COUNTY with a copy of the inspection report within seven (7) calendar days of receipt by LESSOR. LESSOR shall correct any problems found during the inspection within ten (10) days after the date of the inspection. LESSOR should change the HVAC filters and clean the HVAC vents on a quarterly basis.
- C. 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.
- D. Performance Requirements. LESSOR shall have ten (10) calendar days after receiving 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, upon 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. 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.

E. Access to Premises. LESSOR shall provide COUNTY with at least forty-eight (48) hours' advance notice of any access to the premises that is needed to perform any maintenance, repairs or inspections required pursuant to the terms and conditions of this Lease.

3. Except as modified herein, the Lease Agreement dated December 10, 2024, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Lease Agreement, the provisions of this First Amendment shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICAL OR EMPLOYEE.

RYNECKI AND RYNECKI, LLC:

By: [Signature]
Name: Alex Rynecki
Title: Member
By: [Signature]
Name: ELIZABETH RYNECKI
Title: LLC Member

Date: 15 Sep '25

Date: 9.15.2025

COUNTY OF HUMBOLDT:

By: _____
Michelle Bushnell, Chair
Humboldt County Board of Supervisors

Date: _____

By: _____
Clerk of the Board

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Amanda M. Phillips
Risk Management

Date: 09/25/2025