



# COUNTY OF

For the meeting of: 12/20/202

---

File #: 22-1382

---

**To:** Board of Supervisors

**From:** Public Works

**Agenda Section:** Consent

**SUBJECT:**

Lease Agreement with Six Rivers Investments Regarding the Use of Warehouse Space Located at 3530 Broadway, Eureka, California

**RECOMMENDATION(S):**

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached lease agreement with Six Rivers Investments regarding the use of warehouse space located at 3530 Broadway, Eureka, California for the period of Dec. 20, 2022 through Nov. 30, 2025; and
2. Direct the Clerk of the Board to return one (1) fully executed copy of the attached lease agreement with Six Rivers Investments to the Department of Public Works - Real Property Division for further processing.

**SOURCE OF FUNDING:**

Humboldt County District Attorney's Office (1100-205)

**DISCUSSION:**

The Humboldt County District Attorney's Office ("HCDA") has been storing impounded vehicles used as evidence in criminal cases at Humboldt Towing Company, located at 101 H Street, Eureka. Humboldt Towing has recently increased storage fees to store these vehicles. HCDA has requested staff to find an alternative location that is secure, relatively large and cost effective. In researching structures that can accommodate these conditions a warehouse space has been offered by Six Rivers Investments which will meet the needs for HCDA.

Accordingly, staff recommends that the Board approve, and authorize the Chair of the Board to execute, the attached lease agreement with Six Rivers Investments regarding the use of warehouse space located at 3530 Broadway, Eureka, California for the period of Dec. 20, 2022 through Nov. 30, 2025.

**FINANCIAL IMPACT:**

Pursuant to the terms and conditions of the attached lease agreement with Six Rivers Investments, the monthly rental rate for use of the warehouse space located at 3530 Broadway, Eureka, California shall be \$1,500.

Expenditure appropriations related to the attached lease agreement with Six Rivers Investments have

been included in the approved fiscal year 2022-23 budget for budget unit 1100-205.

**STRATEGIC FRAMEWORK:**

The recommended actions support the Board of Supervisors' Strategic Framework by providing for and maintaining infrastructure.

**OTHER AGENCY INVOLVEMENT:**

None

**ALTERNATIVES TO STAFF RECOMMENDATIONS:**

The Board may choose not to approve the attached lease agreement with Six Rivers Investments regarding the use of warehouse space located at 3530 Broadway, Eureka, California. However, this alternative is not recommended since there are currently no other locations available to accommodate the storage space needs of the Humboldt District Attorney's Office.

**ATTACHMENTS:**

1. Lease Agreement with Six Rivers Investments Regarding the Use of Warehouse Space Located at 3530 Broadway, Eureka, California

**PREVIOUS ACTION/REFERRAL:**

Board Order No.: N/A

Meeting of: N/A

File No.: N/A

**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 so 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: [Signature]

Date: 12-9-2022

Name: Stephanie Bode

Title: Manager

**COUNTY OF HUMBOLDT:**

By: Virginia Bass  
Virginia Bass, Chair  
Humboldt County Board of Supervisors

Date: 12/22/22

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Krista Freeman  
Risk Management

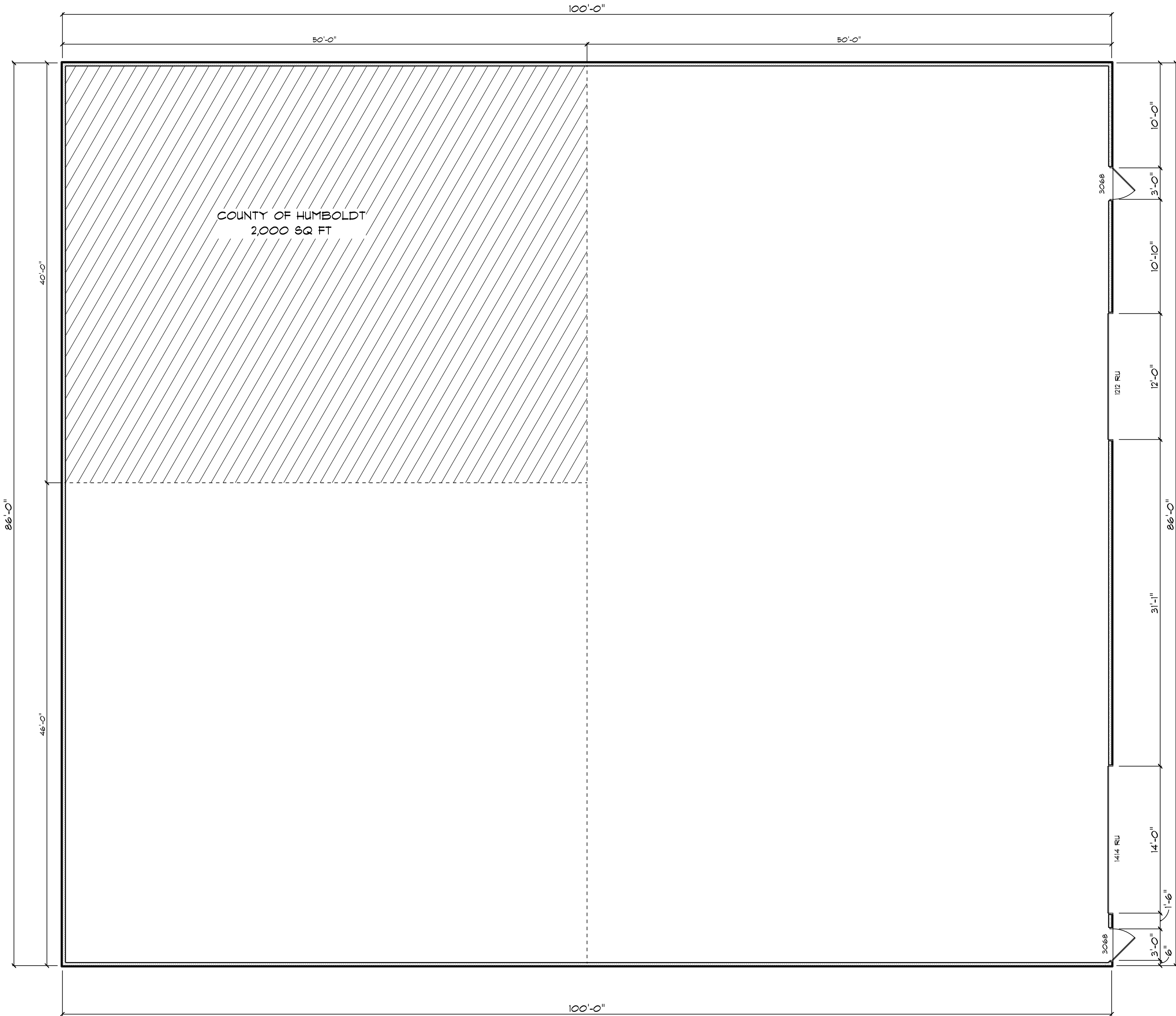
Date: 12-09-2022

**LIST OF EXHIBITS:**

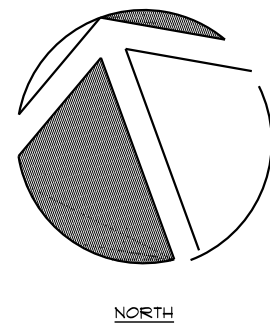
Exhibit A – Property Description



UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.



FLOOR PLAN - SUITE B  
SCALE: 1/8"=1'-0"

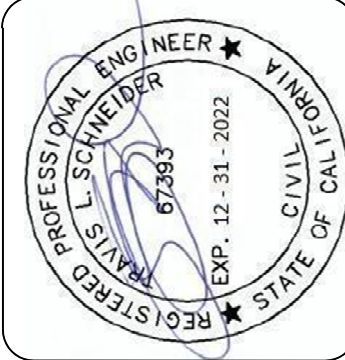


WET STAMPED AND SIGNED PLANS BY THE ENGINEER OF RECORD SIGNIFY THAT ALL INFORMATION FROM THE CALCULATIONS HAS BEEN TRANSFERRED TO THE PLANS.

REVISIONS	BY



**PACIFIC AFFILIATES**  
CONSULTING ENGINEERS  
990 W. WATERFRONT DRIVE, EUREKA, CA 95601  
TEL (707) 445-5001 • FAX (707) 445-5003



**FLOOR PLAN**

PACIFIC AFFILIATES, INC. HEREBY EXPRESSLY RESERVES ITS COMMON LAW AND STATUTORY RIGHTS IN THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, COPIED, OR OTHERWISE USED IN ANY MANNER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF PACIFIC AFFILIATES, INC. NOR ARE THEY ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING WRITTEN PERMISSION AND CONSENT.

**EXISTING BUILDING**

3530 BROADWAY  
EUREKA, CA 95503  
APN 007-092-016

Date:	11/21/22
Scale:	1/8" = 1'
Drawn by:	EJ

SHEET NUMBER

**A-1**

JOB NUMBER

**22-2902**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SHAW INSURANCE SERVICES P O BOX 729 2275 NORTH STREET ANDERSON CA 96007	<b>CONTACT NAME:</b> CATHY LEE <b>PHONE (A/C, No, Ext):</b> (530) 365-2576 <b>FAX (A/C, No):</b> (530) 365-8529 <b>E-MAIL ADDRESS:</b> cathy lee@shawinsservices.com														
<b>INSURED</b> THE SCHNEIDER AND BODE 2019 TRUST P O BOX 133 EUREKA CA 95502	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ASSOCIATED INDUSTRIES INSURANCE CO</td><td>23140</td></tr><tr><td>INSURER B: NAUTILUS INSURANCE COMPANY</td><td>17370</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ASSOCIATED INDUSTRIES INSURANCE CO	23140	INSURER B: NAUTILUS INSURANCE COMPANY	17370	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ASSOCIATED INDUSTRIES INSURANCE CO	23140														
INSURER B: NAUTILUS INSURANCE COMPANY	17370														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** CL2211180772**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			AES122398500	6/28/2022	6/28/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		AN1273523	12/08/2022	06/28/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		AGGREGATE				\$ 1,000,000	
							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 3530 BROADWAY - EUREKA, CA

10 DAY NOTICE OF CANCELLATION APPLIES FOR NON PAYMENT OF PREMIUM. 30 DAY NOTICE FOR ANY OTHER REASON

**CERTIFICATE HOLDER****CANCELLATION**

HUMBOLDT COUNTY DEPARTMENT OF PUBLIC  
WORKS REAL PROPERTY DIVISION  
ATTN SR REAL PROPERTY AGENT  
1106 SECOND STREET  
EUREKA, CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CHRIS HARBOUR/CATHY

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)

GL1-9744	AI	<b>CERTIFICATE OF COVERAGE</b>	12/12/2022		
----------	----	--------------------------------	------------	--	--

<b>Public Risk Innovation, Solutions, and Management</b> <b>C/O ALLIANT INSURANCE SERVICES, INC.</b> <b>18100 VON KARMAN AVENUE, 10TH FLOOR</b> <b>IRVINE, CA 92612</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #OC36861	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>
---	--

<b>Member:</b> HUMBOLDT COUNTY ATTN: RISK MANAGEMENT DIVISION 825 FIFTH STREET EUREKA, CA 95501-1172	<table style="width: 100%;"> <tr> <td style="width: 30%;">COVERAGE AFFORDED</td> <td><b>A- Public Risk Innovation, Solutions, and Management</b></td> </tr> <tr> <td>COVERAGE AFFORDED</td> <td><b>B</b></td> </tr> <tr> <td>COVERAGE AFFORDED</td> <td><b>C</b></td> </tr> <tr> <td>COVERAGE AFFORDED</td> <td><b>D</b></td> </tr> </table>	COVERAGE AFFORDED	<b>A- Public Risk Innovation, Solutions, and Management</b>	COVERAGE AFFORDED	<b>B</b>	COVERAGE AFFORDED	<b>C</b>	COVERAGE AFFORDED	<b>D</b>
COVERAGE AFFORDED	<b>A- Public Risk Innovation, Solutions, and Management</b>								
COVERAGE AFFORDED	<b>B</b>								
COVERAGE AFFORDED	<b>C</b>								
COVERAGE AFFORDED	<b>D</b>								

**Coverages**  
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
<b>A</b>	<input checked="" type="checkbox"/> Excess General Liability	PRISM 22 EL-04	07/01/2022	07/01/2023	\$2,000,000
					Limits inclusive of the Member's Self-Insured Retention of \$100,000

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS LEASE AGREEMENT BETWEEN HUMBOLDT COUNTY AND SIX RIVERS INVESTMENTS FOR LEASE OF WAREHOUSE SPACE LOCATED AT 3530 BROADWAY, EUREKA, CA 95501.

SIX RIVERS INVESTMENTS, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

<b>Certificate Holder</b>  SIX RIVERS INVESTMENTS ATTN: STEPHANIE BODE, PROPERTY MANAGER PO BOX 6036 EUREKA, CA 95501	<b>Cancellation</b> SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.  AUTHORIZED REPRESENTATIVE   Public Risk Innovation, Solutions, and Management
--	--



ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: \_\_\_\_\_




Memorandum No.: PRISM 22 EL-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2022



Authorized Representative  
Public Risk Innovation, Solutions, and Management

CERTIFICATE NUMBER <b>PROP-4210</b>	<h1 style="margin: 0;">EVIDENCE OF PROPERTY COVERAGE</h1>	ISSUE DATE <b>12/12/2022</b>												
THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS EVIDENCE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND ADDITIONAL INTEREST.														
<b>Public Risk Innovation, Solutions, and Management</b>  C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861	COVERAGE AFFORDED <b>A - Public Risk Innovation, Solutions, and Management</b> BY:													
	COVERAGE AFFORDED <b>B -</b> BY:													
<b>MEMBER</b>  HUMBOLDT COUNTY ATTN: RISK MANAGEMENT DIVISION 825 FIFTH STREET EUREKA, CA 95501-1172	TOWER NUMBER <b>I</b>	MEMORANDUM NUMBER <b>PRISMPR 22-23</b>												
	EFFECTIVE DATE <b>03/31/2022</b>	EXPIRATION DATE <b>03/31/2023</b>												
	CONT. UNTIL TERMINATED IF CHECKED <input type="checkbox"/>													
THIS REPLACES PRIOR EVIDENCE:														
<b>PROPERTY INFORMATION</b> LOCATION / DESCRIPTION AS RESPECTS EVIDENCE OF COVERAGE FOR LEASE AGREEMENT BETWEEN HUMBOLDT COUNTY AND SIX RIVERS INVESTMENTS FOR LEASE OF WAREHOUSE SPACE LOCATED AT 3530 BROADWAY, EUREKA, CA 95501.														
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED ABOVE HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
<b>COVERAGE INFORMATION</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">COVERAGE / PERILS / FORMS</th> <th style="width: 30%;">AMOUNT OF INSURANCE</th> </tr> </thead> <tbody> <tr> <td>ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING FLOOD.</td> <td>\$25,000,000 PER OCC FOR ALL RISK AND</td> </tr> <tr> <td>EARTHQUAKE IS EXCLUDED. EARTHQUAKE LIMIT IS NOT APPLICABLE.</td> <td>\$25,000,000 ANN AGG FOR FLOOD</td> </tr> <tr> <td>REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO MEMORANDUM OF COVERAGE PROVISIONS.</td> <td>\$25,000,000 PER OCC/ANN AGG FOR EARTHQUAKE</td> </tr> <tr> <td>VEHICLE/BUSES ARE SUBJECT TO ACTUAL CASH VALUE OR REPLACEMENT COST PER SCHEDULE ON FILE WITH PRISM.</td> <td></td> </tr> <tr> <td colspan="2"><b>ALL LIMITS ARE SHARED.</b></td> </tr> </tbody> </table>			COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING FLOOD.	\$25,000,000 PER OCC FOR ALL RISK AND	EARTHQUAKE IS EXCLUDED. EARTHQUAKE LIMIT IS NOT APPLICABLE.	\$25,000,000 ANN AGG FOR FLOOD	REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO MEMORANDUM OF COVERAGE PROVISIONS.	\$25,000,000 PER OCC/ANN AGG FOR EARTHQUAKE	VEHICLE/BUSES ARE SUBJECT TO ACTUAL CASH VALUE OR REPLACEMENT COST PER SCHEDULE ON FILE WITH PRISM.		<b>ALL LIMITS ARE SHARED.</b>	
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE													
ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING FLOOD.	\$25,000,000 PER OCC FOR ALL RISK AND													
EARTHQUAKE IS EXCLUDED. EARTHQUAKE LIMIT IS NOT APPLICABLE.	\$25,000,000 ANN AGG FOR FLOOD													
REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO MEMORANDUM OF COVERAGE PROVISIONS.	\$25,000,000 PER OCC/ANN AGG FOR EARTHQUAKE													
VEHICLE/BUSES ARE SUBJECT TO ACTUAL CASH VALUE OR REPLACEMENT COST PER SCHEDULE ON FILE WITH PRISM.														
<b>ALL LIMITS ARE SHARED.</b>														
<b>REMARKS (INCLUDING SPECIAL CONDITIONS)</b> <b>DEDUCTIBLES:</b> ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE (EXCLUDING FLOOD AND EARTHQUAKE): \$5,000 PER OCCURRENCE AS PER SCHEDULE ON FILE WITH PRISM. FLOOD: \$25,000 EXCEPT FOR CRITICAL FLOOD (LOCATIONS IN FEMA FLOOD ZONE A OR V) DEDUCTIBLE IS \$100,000.  VEHICLES & MOBILE EQUIPMENT: IF COVERAGE IS SCHEDULED AND PURCHASED, DEDUCTIBLE APPLIES PER SCHEDULE ON FILE WITH PRISM.														
<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.														
<b>ADDITIONAL INTEREST</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">         NAME AND ADDRESS           SIX RIVERS INVESTMENTS          ATTN: STEPHANIE BODE, PROPERTY MANAGER          PO BOX 6036          EUREKA, CA 95501       </td> <td style="width: 55%;">         NATURE OF INTEREST  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> MORTGAGEE  <input type="checkbox"/> LOSS PAYEE         </div> <div> <input checked="" type="checkbox"/> (OTHER) EVIDENCE ONLY         </div> </div> </td> </tr> <tr> <td colspan="2">         AUTHORIZED REPRESENTATIVE            Public Risk Innovation, Solutions, and Management       </td> </tr> </table>			NAME AND ADDRESS  SIX RIVERS INVESTMENTS ATTN: STEPHANIE BODE, PROPERTY MANAGER PO BOX 6036 EUREKA, CA 95501	NATURE OF INTEREST <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> MORTGAGEE  <input type="checkbox"/> LOSS PAYEE         </div> <div> <input checked="" type="checkbox"/> (OTHER) EVIDENCE ONLY         </div> </div>	AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solutions, and Management									
NAME AND ADDRESS  SIX RIVERS INVESTMENTS ATTN: STEPHANIE BODE, PROPERTY MANAGER PO BOX 6036 EUREKA, CA 95501	NATURE OF INTEREST <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> MORTGAGEE  <input type="checkbox"/> LOSS PAYEE         </div> <div> <input checked="" type="checkbox"/> (OTHER) EVIDENCE ONLY         </div> </div>													
AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solutions, and Management														



WC-5072		<b>CERTIFICATE OF COVERAGE</b>		12/12/2022	
<b>PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT</b>  <b>C/O ALLIANT INSURANCE SERVICES, INC.</b> <b>18100 VON KARMAN AVENUE, 10TH FLOOR</b> <b>IRVINE, CA 92612</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER		
			IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
			COVERAGE AFFORDED BY: <b>A - See attached schedule of insurers</b>		
<b>Member:</b> HUMBOLDT COUNTY ATTN: RISK MANAGEMENT DIVISION 825 FIFTH STREET EUREKA, CA 95501-1172			COVERAGE AFFORDED BY: <b>B</b>		
			COVERAGE AFFORDED BY: <b>C</b>		
			COVERAGE AFFORDED BY: <b>D</b>		
<b>Coverages</b> THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2022	07/01/2023	WORKERS' COMPENSATION: Statutory  EMPLOYERS' LIABILITY: \$5,000,000
<b>LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.</b>					
Description of Operations/Locations/Vehicles/Special Items:  AS RESPECTS EVIDENCE OF COVERAGE FOR LEASE AGREEMENT BETWEEN HUMBOLDT COUNTY AND SIX RIVERS INVESTMENTS FOR LEASE OF WAREHOUSE SPACE LOCATED AT 3530 BROADWAY, EUREKA, CA 95501.					
<b>Certificate Holder</b>  SIX RIVERS INVESTMENTS ATTN: STEPHANIE BODE, PROPERTY MANAGER P O BOX 6036 EUREKA, CA 95501			<b>Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.		
			AUTHORIZED REPRESENTATIVE   Public Risk Innovation, Solutions, and Management		

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**  
**WORKERS' COMPENSATION PROGRAM**  
**2022/2023 SCHEDULE OF INSURERS**  
**HUMBOLDT COUNTY**

PROVIDER	POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 22 PWC-05	Workers' Compensation and Employers Liability: \$125,000 each accident/each employee for disease
Public Risk Innovation, Solutions, and Management	PRISM 22 EWC-05	Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention)  Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-012	Statutory each accident/each employee for disease excess of \$50,000,00