

SHORT FORM LEASE

<u>LEASE COVERING PREMISES LOCATED AT</u> 825 Fifth Street, Suite 130 Eureka CA 95501
<u>LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> N/A
<u>TENANT AGENCY</u> California Department of Tax and Fee Administration

Lease File No.: 6874-001
Project No.: 9897

Preamble

THIS LEASE, made and entered into this 23rd day of August 2022 by and between

COUNTY OF HUMBOLDT

hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH

Description

1. The Lessor hereby leases unto the State and the State hereby hires from the Lessor those certain premises with appurtenances situated in the City of Eureka, County of Humboldt, State of California, and more particularly described as follows:

Approximately six hundred and five (605) net useable square feet of office space located on the first (1st) floor as set forth in Exhibit A – Office Quarters, Project No. 9897, which is attached hereto and incorporated herein by reference as if set forth in full.

Term

2. The term of this lease shall commence on May 1, 2022, and shall end on April 30, 2030, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The State may terminate this lease at any time effective on or after April 30, 2024, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective.

Rent

4. Monthly rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

NINE HUNDRED TWENTY-SIX AND 33/100 DOLLARS
(\$926.33) per month from May 1, 2022, through April 30, 2023; then

NINE HUNDRED FORTY-FOUR AND 86/100 DOLLARS
(\$944.86) per month from May 1, 2023, through April 30, 2024; then

NINE HUNDRED SIXTY-THREE AND 76/100 DOLLARS
(\$963.76) per month from May 1, 2024, through April 30, 2025; then

NINE HUNDRED EIGHTY-THREE AND 04/100 DOLLARS
(\$983.04) per month from May 1, 2025, through April 30, 2026; then

ONE THOUSAND TWO AND 70/100 DOLLARS
(\$1,002.70) per month from May 1, 2026, through April 30, 2027; then

ONE THOUSAND TWENTY-TWO AND 75/100 DOLLARS
(\$1,022.75) per month from May 1, 2027, through April 30, 2028; then

ONE THOUSAND FORTY-THREE AND 21/100 DOLLARS
(\$1,043.21) per month from May 1, 2028, through April 30, 2029; then

ONE THOUSAND SIXTY-FOUR AND 07/100 DOLLARS
(\$1,064.07) per month from May 1, 2029, through April 30, 2030; and thereafter.

Rental payable hereunder for any period of time less than that for which periodic rental is payable shall be determined by prorating the rental due for the applicable period of occupancy.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: County of Humboldt

825 5th Street, Rm 112
Eureka, CA 95501

Phone No.: (707) 445-7266

FAX No.: ()

Email: cao@co.humboldt.ca.us

To the State:

**DEPARTMENT OF GENERAL SERVICES,
REAL ESTATE SERVICES DIVISION
LEASE MANAGEMENT A 6874-001
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605**

Phone No. (916) 375-4172

FAX No. (916) 375-4029

Email: leasemanagement@dgs.ca.gov

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Humboldt

and mailed to: 825 5th Street, Rm 112
Eureka, CA 95501

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

**Completion
and
Compliance
with Plans
and
Specifications**

6. Lessor agrees that, prior to May 1, 2022, the leased premises will be made ready for State's occupancy in full compliance with Exhibit A – consisting of one (1) sheet titled Office Quarters, Project No. 9897, and in accordance with Exhibit B – consisting of five (5) pages, titled Short Form Specifications, Project No. 9897 and Exhibit C – consisting of seven (7) pages titled, Short Form Administrative Requirements Project No. 9897, which Exhibits "A" and "B" and "C" are incorporated herein by this reference as if set forth in full.

Asbestos

7. Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Materials.

**Services,
Utilities, and
Supplies**

8. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services and utilities:

- A. Janitorial services, including, but not limited to, regular cleaning of the office areas and restrooms, toilet supplies, and waste disposal.
- B. All utilities except telephone.

**Repair and
Maintenance**

9. During the lease term, Lessor shall maintain the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, except in case of damages arising from the negligence of State's agents, invitees or employees.

**Quiet
Possession**

10. The Lessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the leased premises without suit, trouble, or hindrance from the Lessor or any person claiming under Lessor.

Inspection

11. The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to make any necessary repairs to the premises. Except in emergency situations, Lessor shall give not less than forty-eight (48) hours prior notice to State tenants when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

Destruction

12. In the event the leased premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in the case of total destruction of the leased premises, immediately terminate. In the case of partial destruction or damage State may elect to terminate by giving written notice setting forth the date of termination to the Lessor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Lessor after such termination. In the event of any such destruction where the State remains in possession of said premises, whether for the remainder of the term or temporarily pending termination, the rental as herein provided shall be reduced by the ratio of the floor space State is precluded from occupying to the total floor space of the leased premises.

**Subrogation
Waived**

13. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby releases the State from liability for any loss or damage covered by said insurance and waives subrogation rights of the insurer.

**Fair
Employment
Practices**

14. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding State agency to implement such article.

**DVBE
Participation**

15. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and California Certified Small Business (SM), and we encourage the Lessor to utilize DVBEs and Certified SB to fulfill its lease obligations under this lease.

Holding Over

16. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

Construction-Related Accessibility Standard Compliance Act

17. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:
- have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

Insurance

18. Lessor understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

**Superseding
An Existing
Lease**

19. Effective upon acceptance and occupancy of this space hired herein, this lease supersedes and cancels that certain lease for premises located at 825 5th Street, Room 130, Eureka, CA 95501, dated February 14, 2018 , by and between County of Humboldt as Lessor, and the State of California by and through its Director of the Department of General Services.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA

LESSOR

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

COUNTY OF HUMBOLDT

By _____
Rob Sinex, Real Estate Officer
Real Estate Leasing and Planning Section

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

Date _____

Date August 23, 2017

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

INSURANCE AND INDEMNIFICATION
REQUIREMENTS APPROVED

By _____
Mike Engeman, Leasing Manager
Real Estate Leasing and Planning Section

By _____

Title _____

Date _____

Date _____

By _____

Title _____

Date _____