



AGENDA ITEM NO.
C-11

COUNTY OF HUMBOLDT

For the meeting of: April 21, 2015

Date: March 20, 2015
To: Board of Supervisors
From: *TKM* Thomas K. Mattson, Public Works Director
Subject: Extension of Lease for 1106 Second Street, Eureka, CA

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves exercising the option to extend the lease for 1106 Second Street, Eureka, CA
2. Authorizes Real Property to send a notice to Lessor that County is exercising the option to extend the lease through June 30, 2016
3. Directs the Clerk of the Board to return one executed agenda item to Real Property

SOURCE OF FUNDING: Road Funds

DISCUSSION: Since 1995, the Natural Resources Division of the Public Works Department has been housed in a modular unit at 1106 Second Street, Eureka. Due to space limitations, the continuance of this lease is recommended. The proximity of this location to other Public Works departments is beneficial for staff and clients. The lease allows for the County to extend the term for one year, through June 30, 2016, with Lessor receiving a written notice of such within 60 days of the lease expiration.

Continuance of this lease supports the Board's strategic plan by providing for and maintaining

Prepared by Ronda Kime CAO Approval Cheryl Dillingham
 REVIEW: Auditor MJM County Counsel _____ Human Resources _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Bohn Seconded by Supervisor Sondberg
 Ayes: Sondberg, Lewicki, Fennell, Bohn, Best
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-24/C-36/ C-33/C-14

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: April 21, 2015
 By: Kathy Hayes
 Kathy Hayes, Clerk of the Board

infrastructure.

FINANCIAL IMPACT: Funding for this lease of \$435.00 monthly is contained in Roads-Natural Resources Budget (1200-331-2121)/ There is no impact to the General Fund.

OTHER AGENCY INVOLVEMENT: None

ALTERNATIVES TO STAFF RECOMMENDATIONS: Not approve the extension of the lease. This is not recommended as Public Works would then have to locate a new facility for Natural Resources.

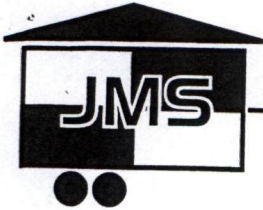
ATTACHMENTS:

Original Lease

First Amendment To Lease executed May 6, 2003

Second Amendment To Lease executed April 5, 2005

Third Amendment To Lease executed April 19, 2011



Johnson's
Mobile Solutions

COPY

DATE: June 13, 2000

JOHNSON'S MOBILE SOLUTIONS, hereinafter referred to as "Lessor", hereby rents and hires to:

NAME: County of Humboldt
Department of Public Works
ADDRESS: 1106 Second Street
CITY: Eureka, CA 95501

NAME: Department of Public Works
ADDRESS: 1106 Second Street
CITY: Eureka, CA

(Billing Address)

(Location of Modular Office)

hereinafter called "Lessee", that certain Modular Office, Size 12'x60' No. 295 License No. _____

Serial No JMS1260-00127 at the monthly Rental Rate hereinafter set forth and subject to the terms and condition herein, and the conditions stated on back of this contract.

In consideration thereof Lessee hereby agrees as follows:

*Other Charges: Removal of current coach, delivery of new coach, and placement.

Rental begins July 1, 2000

Rental Rate Per Month is \$ 435.00 for 36 months guaranteed rental period.

First Month's Rent \$ 435.00

Last Month's Rent \$ _____

Delivery Charges \$ _____

*Other Charges \$ 1,200.00

Return Freight \$ _____

Sales Tax \$ 31.54

These items to be paid prior to or at time of delivery and are due and payable upon presentation.

No signs to be painted on interior or exterior without written permission of Johnson's Mobile Solutions

TERMS: NET 15 DAYS

I HEREBY WARRANT that I have fully read and noted the Agreement stated on back of this contract and received a copy of same

ACCEPTED: Brief
LESSOR: JOHNSON'S MOBILE SOLUTIONS

COUNTY OF HUMBOLDT
SIGNED BY: Roger Rodoni
ROGER RODONI
LESSEE: Chairman of the Board

JUL 18 2000

1 of 6

Addendum to Lease Agreement with
Johnson's Trailer Rentals

A. Indemnification:

Lessor agrees to indemnify and hold harmless and at its own risk, cost and expense, defend COUNTY, its officers, agents, and employees from and against any and all liability expense, including defense cost, legal fees, and its claims for damages arising from lessor's negligence, intentional, or breaches of this Lease. Indemnification with respect to defense costs shall be made at the time County incurs such cost.

B. Nuclear Free Humboldt County Ordinance:

Contractor certifies by its signature below that contractor is not a Nuclear weapons Contractor, in that the Contractor is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Contractor agrees to notify County immediately if it becomes a nuclear weapons contractor, as defined above. County may immediately terminate this agreement if it determines that the foregoing certification is false or if Contractor becomes a nuclear weapons contractor.

C. Compliance with Laws:

- a. CONTRACTOR agrees to comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act. CONTRACTOR further agrees to comply with any applicable standards or criteria established locally or by the state or federal governments.
- b. This agreement shall be governed by and construed in accordance with the laws of the State of California.

D.

Johnson's Mobile Solutions



Brian Johnson

COUNTY OF HUMBOLDT
INSURANCE REQUIREMENTS

- I. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

- II. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers 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 Contractor, its agents, employees or subcontractors:
 - A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. 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. Said policy shall contain, or be endorsed with, the following provisions:
 - (1) The County, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, and employees.
 - (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.
 - (3) 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 not operate to increase the limits of the insurer's liability.
 - (4) For claims related to this project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.

- (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.
- B. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to County by certified mail.
- C. Contractor is aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with provisions of that code before commencing with and during the performance of the work of this contract.
- D. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the 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 Contractor does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

SIGNATURE PAGE

(SEAL)
ATTEST:
CLERK OF THE BOARD

BY *Lisa Canyonesi*

JUL 18 2000
APPROVED AS TO FORM:
COUNTY COUNSEL

BY _____
DEPUTY

INSURANCE CERTIFICATES
REVIEWED AND APPROVED

BY *Kimberly A. Keen*
RISK MANAGER

LESSOR
JOHNSON'S MOBILE SOLUTION

BY *Bria Johnson*
Title President

BY _____
Title _____

COUNTY OF HUMBOLDT

BY *Roger Rodoni*
CHAIRMAN,
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

ORIGINAL

FIRST AMENDMENT TO LEASE

This Amendment to the Lease entered into on July 18, 2000, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and JOHNSON'S MOBILE SOLUTIONS, hereinafter called LESSOR, is entered into this 6th day of May, 2003.

WHEREAS, the parties entered into a Lease for the Modular Office, Serial Number JMS1260-00127, located at 1106 Second Street, Eureka, CA, for the purpose of office space for the Department of Public Works; and

WHEREAS, COUNTY and LESSOR desire to extend the term of the Lease and to amend the Lease as specified.

NOW, THEREFORE, it is mutually agreed as follows:

1. The term of the Lease is from July 1, 2000, to June 30, 2005, with a rental rate per month of Four Hundred Thirty-Five Dollars (\$435.00) for Sixty (60) months guaranteed rental period.
2. In all other respects the Lease between the parties entered into on July 18, 2000 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Lease dated July 18, 2000 on the date indicated above.

(SEAL)

ATTEST:

CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By

Lora Canzoneri
LORA CANZONERI
Clerk of the Board

By

Jimmy Smith
Chain, Board of Supervisors
County of Humboldt
State of California

MAY - 6 2003

APPROVED AS TO FORM:
COUNTY COUNSEL

LESSOR:
JOHNSON'S MOBILE SOLUTIONS

By

R Zuber
DEPUTY

By

Bi Jh
Title President

FEB 14 2005

SECOND AMENDMENT TO LEASE

GSD

This Amendment to the Lease entered into on July 18, 2000, and amended May 6, 2003, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and JOHNSON'S MOBILE SOLUTIONS, hereinafter called LESSOR, is entered into this 5th day of April, 2005.

WHEREAS, the parties entered into a Lease for the Modular Office, Serial Number JMS1260-00127, located at 1106 Second Street, Eureka, CA, for the purpose of office space for the Department of Public Works; and

WHEREAS, the term of the Lease is from July 1, 2000 through June 30, 2005; and

WHEREAS, COUNTY and LESSOR desire to extend the term of the Lease and to amend the Lease as specified.

NOW, THEREFORE, it is mutually agreed as follows:

1. The term of the Lease is from July 1, 2000, through June 30, 2008, with a rental rate per month of Four Hundred Thirty-Five Dollars (\$435.00).
2. COUNTY shall have the option to extend this Lease on the same terms and conditions for three (3) consecutive one (1) year terms. COUNTY shall give written notice of the exercise of the option at least sixty (60) days prior to the expiration of the term.
3. In all other respects the Lease between the parties entered into on July 18, 2000, and amended on May 6, 2003, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Lease dated July 18, 2000 on the date indicated above.

(SEAL)

ATTEST:

CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By *Lisa Conzoneri*
APR - 5 2005

By *Roger Rodoni*
Chair, Board of Supervisors
County of Humboldt
State of California

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APPROVED AS TO FORM:
COUNTY COUNSEL

By Goyce Stigter
DEPUTY

LESSOR:
JOHNSON'S MOBILE SOLUTIONS

By Bill
Title President

the Lease dated July 18, 2000 on the date indicated above.

(SEAL)

ATTEST:

CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By

W. Nikki Turner

By

Michael L. ...

Chair, Board of Supervisors
County of Humboldt
State of California

LESSOR:

JOHNSON'S MOBILE SOLUTIONS

By

Ben

Title

President