

COMMERCIAL LEASE

This Commercial Lease ("Lease") is made and entered into this 14 day of December, 2021 by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Slack and Winzler Properties LLC, a California limited liability company, hereinafter referred to as LESSOR.

WHEREAS, COUNTY desires to lease premises for COUNTY offices and LESSOR desires to lease the premises described herein to COUNTY;

NOW, THEREFORE, it is mutually agreed as follows:

1. PREMISES

LESSOR leases to COUNTY and COUNTY leases from LESSOR the following described premises located in Eureka, County of Humboldt, State of California:

Approximately 6,960 square feet of that real property commonly known as Humboldt County APN 004-151-023, also commonly known 808 E Street, Eureka, depicted on Exhibit A - PREMISES.

2. USE OF PREMISES

The premises shall be used by COUNTY for county offices as determined by COUNTY. At the commencement of this Lease COUNTY intends to use the premises as offices for the Department of Health and Human Services, Social Services Branch.

3. QUIET ENJOYMENT

Subject to the provisions of this Lease and conditioned upon performance of all the provisions performed by COUNTY hereunder, LESSOR shall secure to COUNTY during the term the quiet and peaceful possession of the premises and all rights and privileges appertaining thereto.

4. TERM OF LEASE

- A. The term of this Lease shall be for a period of five (5) years, commencing November 1, 2021 and ending October 31, 2026.
- B. Any holding over with LESSOR'S consent beyond the term of this Lease shall be a month-to-month tenancy, with all the terms and conditions of this Lease.

5. RENT

Beginning on November 1, 2021, COUNTY shall pay to LESSOR as rent for the leased premises a monthly rent payment of Twelve Thousand One Hundred Eighty Dollars (\$12,180.00), which

shall include LESSOR'S responsibility to perform the following janitorial services A and B on the leased premises three (3) times per week, Monday, Wednesday and Friday, and C and D periodically as indicated:

- A. For all the premises excluding the restrooms, vacuum carpet and high vacuum for cobwebs, sweep and mop all tile/vinyl floors, empty waste and change liners. Dust and clean furniture (excluding personal desks), counters, ledges and other surfaces. Spot clean light switches, door frames and doors
- B. For all restrooms, dust, mop floors, clean all sinks and mirrors, restock dispensers, and sanitize restrooms.
- C. Windows shall be cleaned twice a year, inside and out.
- D. Carpet to be cleaned annually.

Monthly rent shall automatically increase beginning with the rent due on November 1 of each year thereafter, without written notice from LESSOR, based on reference to the Consumer Price Index for All Urban Consumers (CPI-U) West Region ("CPI-U West") shown for the month of September using the 12-month percent changes, all items index not seasonally adjusted, with the caveat that each such annual rent increase shall not exceed a maximum of five percent (5%) nor a minimum of two percent (2%).

COUNTY shall bear sole obligation for properly calculating and timely remitting to LESSOR monthly rent according to the preceding reference. Landlord shall notify COUNTY, per Section 27 NOTICE, if the calculation is incorrect within thirty (30) days after initial receipt of the escalated rental amount.

Rent shall be paid in advance on the first day of each month, except in the event that COUNTY'S occupancy under this Lease shall commence on a day other than the first day of November, 2021, 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 occupied during such month, and then rent shall continue thereafter at the indicated monthly rate of the elected RENT OPTION.

6. BUILDING STANDARDS AND COMPLIANCE WITH LAWS

LESSOR covenants and warrants that the premises, to the best of LESSOR'S knowledge, are compliant with all local, state and federal laws and regulations, including but not limited to, ADA. LESSOR agrees to remove any remaining ADA barriers per Section 42 ACCESSIBILITY COMPLIANCE.

COUNTY shall have the right to terminate this Lease pursuant to Section 24 ("LESSOR DEFAULT") herein if any of the above-mentioned applicable laws, standards, or criteria are not complied with.

LESSOR shall supply and install fire extinguishers in compliance with current building and fire codes.

7. SMOKING

Pursuant to Humboldt County Code §971-1 et seq., COUNTY-owned or -leased premises are smoke free. LESSOR shall comply with said provision.

8. UTILITIES

COUNTY shall be responsible to pay for all gas, electricity, water, sewer, refuse collection and telephone and data services supplied to and used by COUNTY in the leased premises.

9. JANITORIAL

Janitorial services shall be provided to the leased premises as described herein in Section 5 ("RENT"). Premises shall be serviced a minimum of three (3) times per week, Monday, Wednesday and Friday. Janitorial service shall include the following:

- A. For all the premises excluding the restrooms, vacuum carpet and high vacuum for cobwebs, sweep and mop all tile/vinyl floors, empty waste and change liners. Dust and clean furniture (excluding personal desks), counters, ledges and other surfaces. Spot clean light switches, door frames and doors.
- B. For all restrooms, dust, mop floors, clean all sinks and mirrors, restock dispensers, and sanitize restrooms.
- C. Windows shall be cleaned twice a year, inside and out.
- D. Carpet to be cleaned annually.

10. MAINTENANCE AND REPAIRS

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, except as otherwise set forth in this Section 10. LESSOR shall be responsible for all maintenance and repairs to the premises including, but not limited to, the interior and exterior of the building, landscaping, parking lot, fire extinguishers, and window glass, **except for the following:**

- A. Light bulbs and ballasts.
- B. Minor plumbing, such as repairing of faucets, toilets, and the unstopping of toilets and sinks.
- C. Any repairs caused by negligence of COUNTY personnel.

D. Any repairs to phone system, computers, or security system or installation thereof.

LESSOR shall service fire extinguishers at least annually and as requested by COUNTY if more frequent service is needed.

The HVAC system shall be maintained and operated by LESSOR to provide heating and ventilation to that standard required by COUNTY. LESSOR shall bear sole obligation for any and all HVAC system inspections required or desired by COUNTY during the term of the Lease and any extensions thereof. HVAC inspection reports shall be provided to COUNTY within five (5) business days upon COUNTY'S request. LESSOR shall change the HVAC filters quarterly and clean HVAC vents quarterly. Replacement of HVAC system, as required, shall be negotiated by the parties.

LESSOR shall have ten (10) days after notice from COUNTY to commence to perform its obligations under this paragraph, except that LESSOR shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as reasonably determined by COUNTY. If LESSOR does not perform its obligations within the time limitations in this paragraph, COUNTY, after notice to LESSOR, can perform the obligations and has the right to be reimbursed for the sum COUNTY actually and reasonably expends (including charges for COUNTY employees 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 sum COUNTY has 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. Such confirmation shall be made as provided in Section 27, "NOTICE".

11. IMPROVEMENTS AND ALTERATIONS

COUNTY may make non-structural alterations or improvements to the premises to accommodate COUNTY'S use of the premises. However, COUNTY shall not make any alterations or improvements to the leased premises without the prior written consent of LESSOR. Such consent shall not be unreasonably withheld.

COUNTY, at its own cost, may install in the premises the equipment needed for telecommunication systems and computer terminals including, but not limited to, the following:

- A. Telephone cable;
- B. Key system units;
- C. Intercom system;
- D. Telephones;
- E. Answering machines; and
- F. Security system.

Upon termination of the Lease, COUNTY shall have the right to remove from the premises any such equipment installed by COUNTY, subject to the terms set forth in Section 12 (“INSTALLATION AND REMOVAL OF TRADE FIXTURES”).

12. INSTALLATION AND REMOVAL OF TRADE FIXTURES

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. All such fixtures, signs and equipment that are exterior to the building shall be approved by LESSOR. Prior to COUNTY’S surrender of the premises and termination of the Lease, LESSOR shall have the right to direct COUNTY, at COUNTY’S expense, to remove any then-remaining fixture, sign and/or equipment installed on the premises by COUNTY and to repair any damage caused by reason of such removal.

13. COUNTY’S RIGHT TO ERECT SIGNS

COUNTY shall have the exclusive right to erect and maintain upon the premises all signs that it deems appropriate. 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. LESSOR and COUNTY shall mutually agree as to the location, size, and style of any signs.

14. REAL PROPERTY TAXES

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

15. HOLD HARMLESS/INDEMNIFICATION

- A. LESSOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys’ fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with LESSOR’S duties and obligations under this Lease and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.
- B. COUNTY shall indemnify, defend and hold harmless LESSOR and its officers, members, employees and agents, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys’ fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, members, employees and/or agents) in connection with COUNTY’S

duties and obligations under this Lease and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the LESSOR.

- C. Acceptance of insurance, if required by this Lease, does not relieve LESSOR or COUNTY from liability under this indemnification section. Indemnification as provided herein shall apply to all damages or claims for damages suffered, regardless if either party's insurance is applicable or not.

16. LESSOR'S INSURANCE

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, and such certificate(s) 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. Best 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, members, 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 Compensation 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.

17. 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. Best 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/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 Compensation Coverage

COUNTY certifies that COUNTY is aware of and will comply with all applicable provisions of the California Labor Code 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).

18. SPECIAL INSURANCE REQUIREMENTS

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

A. LESSOR

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of LESSOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, 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. 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 27. 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 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 LESSOR does not keep all required policies in full force and effect, COUNTY may with ten (10) business days' advance notice to LESSOR, 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 the LESSOR and its officers, members, employees, agents 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 the LESSOR and its officers, members, employees, agents 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 27. 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. 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.
2. 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, members, officials, employees, agents and volunteers.

19. PARKING

Leased premises includes Twenty-Two (22) off-street parking spaces included in the rent specified in Section 5 of this Lease, as subsequent to recent ADA changes, there is now one ADA van space and one ADA auto space in the premises parking lot. LESSOR shall be responsible for all maintenance and repair of the parking lot.

20. DESTRUCTION OF PREMISES

In the event the premises are 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.

If such casualty occurs 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 provided in this Section 20.

In the event that the premises are 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 ninety (90) days following the date of loss. LESSOR'S option to rebuild shall not constitute a waiver of COUNTY'S right to terminate this Lease, as provided in this Section 20.

21. USE UNLAWFUL OR PREMISES CONDEMNED

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 become impossible to use, COUNTY shall have the right at any time thereafter to terminate this Lease by giving LESSOR seven (7) days' notice in writing of such termination.

22. PREMISES UNUSABLE

If as a result of causes such as flood, strikes, riots, insurrection, or other similar or different causes beyond the control of both LESSOR and COUNTY, the premises shall become unusable from a practical standpoint for a period of Ten (10) consecutive days or longer, then COUNTY may: (1) terminate the Lease upon Sixty (60) days' written notice to LESSOR, (2) by notice in writing to LESSOR prorate the rent for the period of time the premises are unusable from a practical standpoint, or (3) by notice in writing to LESSOR within Sixty (60) days of the end of the period of time in which the premises were unusable from a practical standpoint further extend this Lease beyond its regular termination date without the requirement of payment of rent for that period of time in which the premises were unusable from a practical standpoint. The remedies set forth in this paragraph are in addition to and do not in any matter limit other remedies set forth in particular Sections of this Lease.

23. NUCLEAR FREE CLAUSE

LESSOR certifies by its signature below that LESSOR 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 becomes a nuclear weapons contractor.

24. LESSOR DEFAULT

LESSOR shall be in default of this Lease if it fails or refuses to perform any material provision of this Lease that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to LESSOR. If the default cannot reasonably be cured within ten (10) days, LESSOR shall not be in default of this Lease if LESSOR commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

25. COUNTY'S REMEDIES ON LESSOR'S DEFAULT

COUNTY, at any time after LESSOR is in default, can terminate this Lease or can cure the default at LESSOR'S cost. 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 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 required by this paragraph, 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 paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

26. TERMINATION

COUNTY reserves the right to terminate this Lease upon Thirty (30) days' written notice, for any cause or reason provided by the Lease itself, or by law, or upon the happening of one or more of the following:

- A. The making by LESSOR of any general assignment for the benefit of creditors.
- B. The failure of LESSOR to remedy any default by LESSOR under this Lease.
- C. Intentionally supplying COUNTY with false or misleading information or misrepresenting to COUNTY any material fact on its application or documents or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents as to this Lease.
- D. The violation of any of the provisions of this Lease.
- E. The building becomes damaged due to fire, flood, earthquake, or any other natural disaster.
- F. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

27. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person 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.

LESSOR: Slack and Winzler Properties LLC
730 7th Street
Eureka, CA 95501

COUNTY: County of Humboldt
Public Works
Real Property Division
1106 Second Street
Eureka, CA 95501

All insurance notices shall also be sent to: County of Humboldt
Attn: Risk Manager
825 Fifth Street, Room 131
Eureka, CA 95501

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.

28. ASSIGNMENT

This Lease shall not be assigned by either party without the written consent of the other party. Such consent shall not be unreasonably withheld.

29. LEASE MODIFICATION

This Lease may be modified only by subsequent written agreement signed by COUNTY and LESSOR.

30. EACH PARTY NOT OFFICER, EMPLOYEE, OR AGENT OF THE OTHER PARTY

While engaged in carrying out and complying with the terms and conditions of this Lease, each party hereto is an independent contractor and not an officer, employee, or agent of the other party.

31. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Lease to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding 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.

32. WAIVER OF BREACH

The waiver by COUNTY or LESSOR of any breach any provision of this Lease shall not constitute a continuing waiver by that party of any subsequent breach of the same or different provision of this Lease.

33. BREACH, REMEDY FOR

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

34. SURRENDER OF PREMISES

At the termination of this Lease, COUNTY shall surrender the premises to LESSOR in good condition and repair, except for normal wear and tear. LESSOR shall have the right to direct COUNTY, at COUNTY'S expense, to remove any then-existing fixture, sign and/or equipment installed on the premises by COUNTY and to repair any damage caused by reason of such removal prior to COUNTY'S surrender of the premises. 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, unless caused by COUNTY'S sole negligence and if so, COUNTY'S obligation to pay rent shall continue until the premises are fully restored, notwithstanding any termination of this Lease.

35. 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 assigns.

36. JURISDICTION AND APPLICABLE LAWS

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

37. INTERPRETATION

As this Lease was jointly prepared by both parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

38. PREMISES INSPECTION BY CERTIFIED ACCESS SPECIALIST

The Premises have undergone an Americans with Disabilities Act (ADA) Access Compliance Assessment.

39. ENTIRE AGREEMENT

This Agreement 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 Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement 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 Agreement are hereby ratified.

40. COUNTERPARTS

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each 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. A signed copy of this Agreement, 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 Agreement, and any amendments hereto, for all purposes.

41. AUTHORITY TO EXECUTE

Each person executing this Agreement 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.

42. ACCESSIBILITY COMPLIANCE

LESSOR and COUNTY shall be responsible for all local, state, and federal accessibility laws, standards, and regulations including, but not limited to, ADA compliance based on the following:

- A. LESSOR and COUNTY shall complete all accessibility barrier removals as delineated in Exhibit C – Barrier List, and described in Exhibit B – ADA Access Compliance Assessment by Jensen Hughes (the “ADA Assessment Report).
- B. COUNTY is responsible for all interior building accessibility and ADA requirements as delineated in Exhibit C – Barrier List, and described in Exhibit B – ADA Assessment Report by Jensen Hughes and for the remediation of all other local, state, and federal ADA and accessibility compliance matters effecting the premises during the course of this Lease.

- C. LESSOR shall complete all accessibility barrier removals as identified in Exhibit C and described in Exhibit A by May 31st, 2022. Proposed solutions stated in Exhibit B are for informational purposes and recommendations. LESSOR shall be responsible for removal of identified accessibility barriers including without limitations the means and methods to remove said accessibility barriers. Completion of work is subject to removal of accessibility barriers and passing of a CASp inspection. If said accessibility barrier removals are not completed by May 31st, 2022, COUNTY shall complete said accessibility barrier removals and obtain accessibility compliance and subtract all associated costs including interests 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 from the monthly rent in a prorated amount not to exceed twelve (12) months from the date of compliance. The remedies set forth in this section are in addition to and do not in any manner limit other remedies set forth in particular sections of this Lease.
- D. For work performed by LESSOR under the terms of this Lease, LESSOR hereby guarantees to COUNTY to rectify, at LESSOR'S sole cost and expense, any defects, shrinkage, or faults in such work which appears within one (1) year of completion.
- E. The responsibilities listed above shall not limit or reduce LESSOR's responsibilities identified in Section 6 - BUILDING STANDARDS AND COMPLIANCE WITH LAWS. LESSOR is responsible for compliance with all local, state, and federal accessibility laws, standards, and regulations including, but not limited to, ADA for accessibility barriers not identified and/or listed in Attachment 2 – ADA Access Compliance Assessment by SZS.


[signatures on following page]

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

ATTEST:
CLERK OF THE BOARD

BY: 


COUNTY OF HUMBOLDT

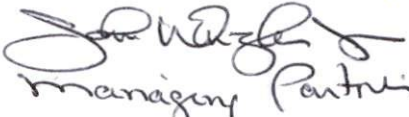
BY: 
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

APPROVED AS TO FORM:
COUNTY COUNSEL

BY: _____
DEPUTY

LESSOR

BY: 
TITLE: Managing Member
12/9/21

BY: 
Managing Partner
12/8/2021

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY: _____
RISK MANAGER

Exhibit A - Premises Area Map



Facility at 808 E Street, Eureka, CA. 95501
APN: 004-151-023

Assessor's Map Bk. 4, Pg.15
County of Humboldt, CA.

CITY OF EUREKA

4-1

