



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-15

For the meeting of: May 10, 2016

Date: April 26, 2016
To: Board of Supervisors
From: William Damiano, Chief Probation Officer
Subject: Second Amendment to Lease Agreement with Elaine Joyce Foote Revocable Trust at 404 H Street, Eureka

RECOMMENDATIONS:

That the Board of Supervisors:

- 1. Approve the Second Amendment to Lease with Elaine Joyce Foote Revocable Trust for office space at 404 H Street, in Eureka;
2. Direct the Clerk of the Board to return one original of the Second Amendment to Lease to Public Works-Real Property Division for transmittal to Lessor.

SOURCE OF FUNDING:

State of California, Department of Corrections and Rehabilitation.

DISCUSSION:

Prepared by Elisha Hardison, Legal Office Business Manager

CAO Approval

Handwritten signature: Cheryl Dillingham

REVIEW:

Auditor [Handwritten Signature] County Counsel Personnel Risk Manager [Handwritten Signature] Other

TYPE OF ITEM:

- X Consent
Departmental
Public Hearing
Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Bass

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
Nays
Abstain
Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. H-1, C-20, D-8

Meeting of: 1/10/12, 12/6/11, 9/22/15

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

Dated: May 10, 2016
By: [Handwritten Signature]
Kathy Hayes, Clerk of the Board

The 2011 Public Safety Realignment included in the passage of Assembly Bill (AB) 109, and as subsequently amended by AB 117, specified new local responsibilities for the management of certain adult criminal offenders. As part of the legislation, the Community Corrections Partnership (CCP) prepared a local public safety realignment plan. On January 10, 2012, the Board of Supervisors approved the County's Public Safety Realignment Plan.

As part of the County's Public Safety Realignment Plan, an office was needed to house a day reporting center to provide Post-Release Community Supervision (PRCS) services. On December 6, 2011, the Board of Supervisors approved a one-year lease with Elaine Joyce Foote Revocable Trust for office space located at 404 H Street, in Eureka. On February 9, 2012, the Board of Supervisors approved a First Amendment to Lease, which corrected insurance clauses in the original lease. On September 22, 2015 the Board of Supervisors approved the second of two possible three year lease extensions. The lease with Elaine Joyce Foote Revocable Trust ends November 30, 2018. This office is currently being used by Probation Department and Department of Health and Human Services staff to provide case management, supervision, counseling, education, vocational and cognitive behavior treatment services to AB 109 adult offenders.

Establishing these offices was necessary. The County had a lack of adequate space in existing County buildings to accommodate the proposed co-located corrections services identified in our Public Safety Realignment Plan. If this site were to be lost, it would effectively cancel out the work of establishing much-needed services and would dismantle the productive collaboration that has been built between participating agencies. Such disruption and re-compartmentalizing of services would likely decrease our effectiveness with these very high risk offenders and could potentially have significant impacts on public safety. It is also very unlikely that another site so appropriately situated near the courthouse and public transportation could be arranged.

The existing lease requires amendment due to a change in insurance needs of the owner; the change shall amend section 17 to add the following:

D. Mortgagee

Umpqua Bank, it's Successors and or Assigns shall be named as Mortgagee/Loss Payee on said policy. Notices for Umpqua Bank shall be addressed to:

Umpqua Bank
ISAOA Attn: insurance
PO Box 1580
Roseburg, OR 97470

In all other respects the Lease between the parties entered into on December 6, 2011, and amended on February 9, 2012, shall remain in full force and effect. With the amendment of this lease, the Probation Department and the Department of Health and Human Services will be able to support the Board's strategic framework by continuing to provide appropriate levels of service to the AB109 offender population as well as continue to manage resources to ensure the sustainability of the services outlined in the County's Public Safety Realignment Plan.

FINANCIAL IMPACT:

None.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the amendment to the existing lease. However, this is not recommended. The lease is currently providing much needed office space to both Probation and Mental Health staff as they serve the AB109 offender population.

ATTACHMENTS:

1. Lease with Elaine Joyce Foote Revocable Trust
2. First Amendment to Lease
3. Second Amendment to Lease, 404 H Street Eureka, CA

ORIGINAL

LEASE

This Lease is made and entered into this 6th day of December, 2011, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Elaine Joyce Foote Revocable Trust, 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 7,334 square feet of APN 001-142-004 located at 404 H Street, Eureka, CA, as shown on Exhibit A, which is attached hereto and incorporated herein.

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 County programs managed by the Probation Department.

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 initial term of this Lease shall be for a period of one year commencing upon Board approval and ending November 30, 2012.

B. COUNTY has the option to extend this Lease, upon the same terms and conditions, for two (2), three (3) year terms. Each option may be exercised by COUNTY giving LESSOR written notice of its intent to extend the Lease. The notice

shall be in writing and shall be given to LESSOR ninety (90) days prior to the end of the initial term or three(3) year term extension.

C. 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**

COUNTY shall pay to LESSOR as rent for the leased premises a monthly rental as follows:

Six Thousand Seven Hundred Forty Five Dollars (\$6,745.00)

Commencing on December 1, 2012 and each year thereafter during the initial term of this Lease and each extended term, COUNTY will automatically increase the monthly rent by two percent (2%).

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.

6. **BUILDING STANDARDS AND COMPLIANCE WITH LAWS**

LESSOR covenants and warrants that the premises have been constructed and any remodeling done in accordance with all local, state and federal laws and regulations, including but not limited to, the Americans with Disabilities Act. LESSOR further agrees to comply with any federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

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 agrees to furnish and pay for all charges for gas, refuse collection, electricity, water and sewer supplied to and used in the leased premises by COUNTY. COUNTY shall pay for its own telephone, communication and security services.

9. JANITORIAL

LESSOR shall be responsible for bonded janitorial services to the leased premises a minimum of three (3) times per week. Services shall be provided as shown on Exhibit B, which is attached hereto and incorporated herein.

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. LESSOR shall be responsible for all maintenance and repairs to the premises including, but not limited to, the exterior of the building, foundation, roof, main sewer line, and parking lot except for the following:

- A. Light bulbs and ballasts.
- B. All interior plumbing.
- C. Any repairs caused by negligence of COUNTY personnel, or vandalism by COUNTY personnel, clients or invitees.
- D. Any repairs to phone system, computers, or security system or installation thereof.
- E. Interior of building including flooring, walls and ceilings
- F. All plate glass and interior and exterior doors.

COUNTY shall be responsible for the regular maintenance, including filter changes, cleaning, annual inspections and air balancing of the HVAC system. COUNTY shall be responsible for all repairs not included in regular maintenance of the HVAC system up to a maximum amount of Two Thousand Dollars (\$2,000.00) for each lease year. Once repair expenses total Two Thousand Dollars (\$2,000.00) in a lease year, LESSOR shall be responsible for all costs of repair over this amount.

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

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 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 paragraph 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 system 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 and LESSOR shall have the right to request COUNTY to remove any or all improvements and repair any damage to premises caused by installation or removal of such.

LESSOR agrees to remove all shelving and cabinets in first floor west room with the exception of counters attached to the east wall. LESSOR shall repair or replace, as necessary, any wall covering or flooring damaged or missing as a result of such removal.

LESSOR agrees to remove cabinets in first floor south room and repair or replace, as necessary, any wall covering or flooring damaged or missing as a result of such removal.

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 to premises caused by reason of such removal. All such fixtures, signs and equipment that are exterior to the building shall be approved by LESSOR.

Upon termination of the Lease, LESSOR has the right to request COUNTY to remove all signs and equipment and repair any damage to premises caused by installation or removal of such.

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

COUNTY 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 attorney's 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, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's 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 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 from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by LESSOR'S operations regardless if any 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. 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 \$1,000,000 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.

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. 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/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 \$1,000,000 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 building and its contents for 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).

18. SPECIAL INSURANCE REQUIREMENTS

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

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, 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, 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 the 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 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.

C. COUNTY AND LESSOR

1. The 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 not 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.

19. **PARKING**

Leased premises includes off-street parking spaces which are included in the rent in Clause 5 of this Lease. 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, flood, earthquake, other casualty or natural disaster, to the extent that thirty percent (30%) or more of the premises are substantially unusable, COUNTY reserves the right to forthwith terminate this Lease upon written notice within sixty (60) 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 paragraph (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 seven (7) 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 paragraph (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 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 seven

(7) 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 at any time prior to the date when this Lease would otherwise terminate, 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. 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.

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 twenty (20) days after written notice of the default has been given by COUNTY to LESSOR. If the default cannot reasonably be cured within twenty (20) days, LESSOR shall not be in default of this Lease if LESSOR commences to cure the default within the twenty (20) day period and diligently and in good faith continues to cure the default.

25. DEFAULT / REMEDIES

A. 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 twenty (20) 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.

B. LESSOR can terminate this Lease upon the failure by COUNTY to perform any of the covenants, conditions or provisions of this Lease to be performed by COUNTY, including payment of rent, where such failure shall continue for a period of twenty (20) days after written notice is given by LESSOR to COUNTY; provided, however, that if the nature of COUNTY'S default (specifically excluding the obligation to pay any monetary sum, including rent, called for by this Lease) is such that more than twenty (20) days are reasonably required for its cure, then COUNTY shall not be deemed to be in default if COUNTY commences such cure within said twenty (20) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California to the limited extent contemplated herein.

26. TERMINATION

COUNTY reserves the right to terminate this Lease, upon seven (7) 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 pay promptly when due all charges, fees, or other payments in accordance with this Lease.

C. The failure of LESSOR to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by LESSOR or its employees within twenty days (20) of receipt of written notice from COUNTY.

D. The violation of any of the provisions of this Lease.

E. 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: Elaine Joyce Foote Revocable Trust
9143 Oak Trail Circle
Santa Rosa, CA 95409**

**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**

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. LESSOR NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY

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

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 of any breach of any provisions of this Lease shall not constitute a continuing waiver of any subsequent breach of the same or a 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 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.

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.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto

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upon the date first written above.

(SEAL)

ATTEST:
CLERK OF THE BOARD

COUNTY OF HUMBOLDT

BY *Yikki Aeron*

BY *Mark...*
CHAIRPERSON
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

LESSOR:

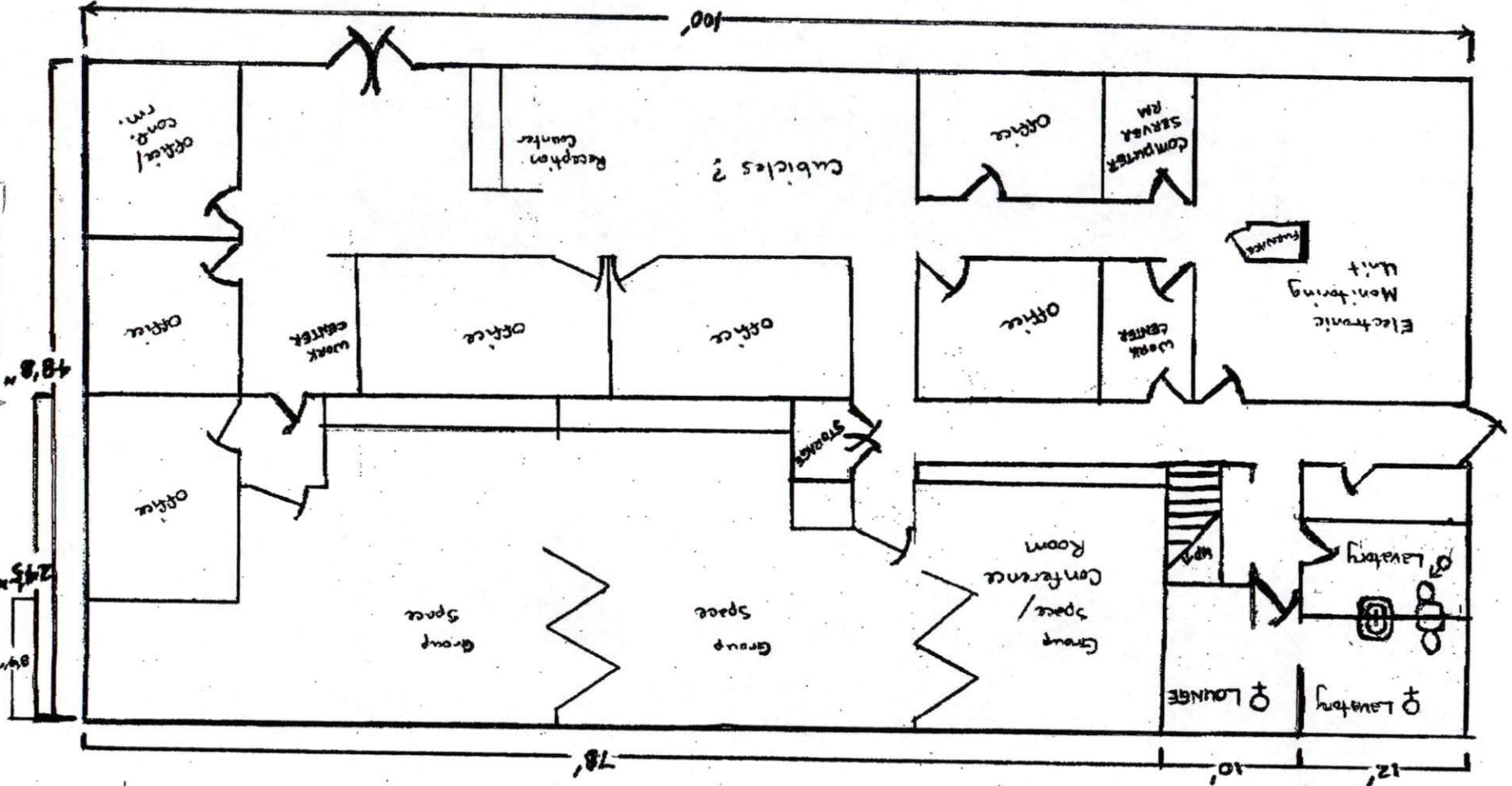
BY *Clara Joyce Sate Revocable Trust*

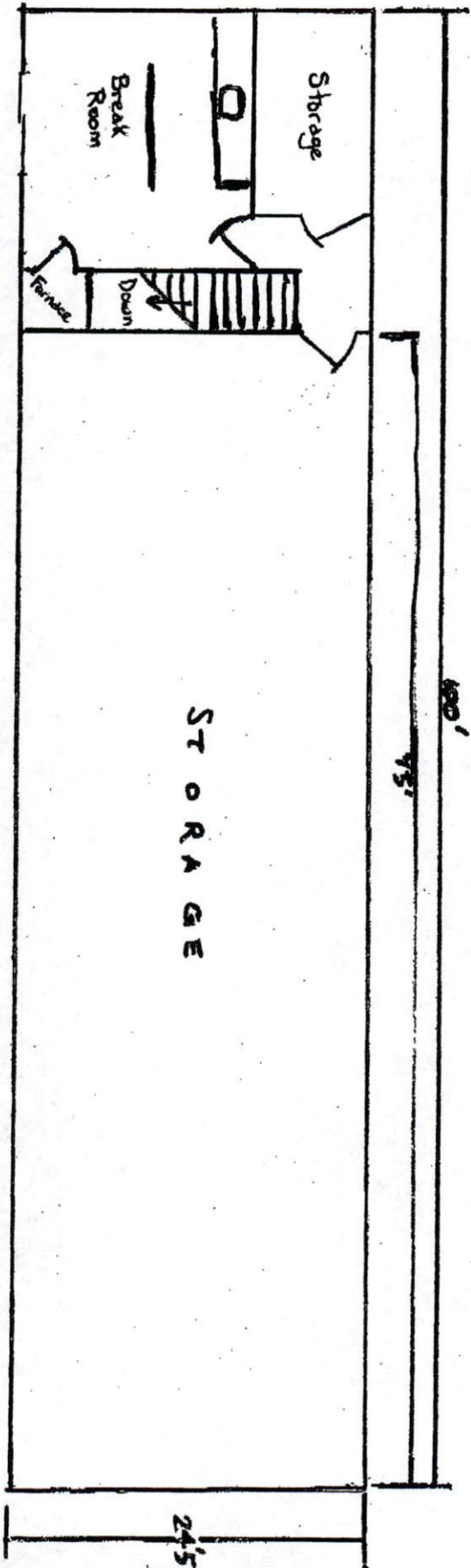
TITLE *Owner*

August 2011

404 H Street, Eureka (First floor)

EXHIBIT A





404 H Street, Eureka (Second Floor)

August 2011

EXHIBIT A

CLEANING CHECKLIST
404 H Street, Eureka. 3x per week cleaning.

Entry area:

- Clean entry door glass.

Restrooms:

- Clean and sanitize all restroom fixtures, mirrors, facets, sinks and pipes.
- Clean restrooms walls and stalls as required.
- Refill all restroom dispensers.
- Sweep and mop restroom floors.

Break area:

- Spray and wipe tabletop.
- Fill all dispensers.
- Wipe off chairs as needed.
- Sweep/mop floor.

Office areas:

- Empty all trash receptacles and throw away in trash dumpster located behind the building.
- Replace can liners if wet or torn.
- Dust and polish conference room tables. Straighten out chairs.
- Dust and wipe all counters.
- Spot clean all walls, doors and woodwork.
- Vacuum all carpets and STAIRS. Vacuum under desks.
- Spot clean carpets as needed.
- Sweep all floors.
- Mop all floors.

EXHIBIT B

Once per week.

Dust all flat surfaces such as:
file cabinets, tops of partitions, picture frames, window sills, ledges, bookcases.

Once per month: 1st cleaning of month.

Dust all high areas (above 6 feet)

Dust all window blinds.

Edge vacuum all carpets.

Once per year:

Clean all carpets.

Strip and wax all hard surface floors.

Twice per year:

Clean all window in and out.

**North Coast Cleaning Service Inc provides all equipment and cleaning supplies.
Customer supplies all disposables.**

EXHIBIT B

ORIGINAL

FIRST AMENDMENT TO LEASE

This Amendment to the Lease entered into on December 6, 2011, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY and Elaine Joyce Foote Revocable Trust, hereinafter called LESSOR, is entered into this 9 day of February 2012

WHEREAS, the parties entered into a Lease for the use of the premises at 404 H Street, Eureka, CA for the purpose of offices for County programs managed by the Probation Department; and

WHEREAS, COUNTY and LESSOR desire to revise the insurance clauses and to amend the Lease as specified.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 17, B, of the Lease is amended to read as follows:

B. Property Insurance

COUNTY is responsible for providing an "All-Risk" Property Insurance for the building and its contents for this location. COUNTY shall provide a certificate or evidence of insurance along with a Loss Payee endorsement naming the LESSOR as a loss payee.

2. Section 18, A, 1, of the Lease is amended to read as follows:

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, 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 and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 for any one incident, including personal injury, death and property damage. 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 as "XCU Hazards"
- c. Does not contain a pro-rata, excess only, and/or escape clause
- d. Contains a cross liability, severability of interest or separation of insureds clause
- e. 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.

3. Section 18, B, 1, of the Lease is amended to read as follows:

1. The Comprehensive General Liability Policy shall provide that the LESSOR, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to the 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 as "XCU Hazards"
- c. Is primary insurance as regards to LESSOR
- 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 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.

4. In all other respects the Lease between the parties entered into on December 6, 2011, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment To Lease dated December 6, 2011, on the date indicated above.

(SEAL)

ATTEST:

CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By *Y. J. Durner*

By *Virginia Bern*
Chair, Board of Supervisors
County of Humboldt
State of California

APPROVED AS TO FORM:

LESSOR:

By *Amy Olsen*
Risk Manager

By *Clairi Jayce Soote*
Title *Owner*

Lease dated December 6, 2011, on the date indicated above.

(SEAL)

ATTEST:

CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By *Jan Sheehy*

By *Mark Lamb*

Chair, Board of Supervisors
County of Humboldt
State of California

APPROVED AS TO FORM:

LESSOR:

By _____
Risk Manager

By *Elaine Joyce Foste*
Title *owner*