

# COUNTY OF HUMBOLDT

## Master

File Number: 20-939

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Type: Informational Report

Status: Passed

Version: 1

Agenda Consent  
Section:

Department: Public Works

File Created: 07/21/2020

Subject:

Final Action: 08/18/2020

Title:

### Internal Notes:

Agenda Date: 08/18/2020

Agenda Number: 27.

### Sponsors:

Enactment Date:

Attachments: Staff Report, Attachment No. 1 - Lease, Attachment No. 2 - 404 H Rent and Fee Totals, Exhibit A - Premises, Exhibit B - Cleaning Checklist, Exhibit C - Increase No. 1, Exhibit D - Increase No. 2, Exhibit E - Signs, Exhibit F - Barrier List 2020-06-18, Exhibit G - ADA Access Compliance Assessment, Executed Lease

Enactment Number:

### Recommendation:

Public Notice Date:

Drafter: tdeage1@co.humboldt.ca.us

Effective Date:

### Related Files:

### History of Legislative File

| Version:                                                                                                                                                                                                                                                                              | Acting Body:         | Date:      | Action:  | Sent To: | Due Date: | Return Date: | Result: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------|----------|----------|-----------|--------------|---------|
| 1                                                                                                                                                                                                                                                                                     | Board of Supervisors | 08/18/2020 | approved |          |           |              | Pass    |
| <p>Action Text: A motion was made by Supervisor Wilson, seconded by Supervisor Bass, that the recommendations be approved. The motion carried by the following vote:</p> <p>Aye: 5 Supervisor Bohn, Supervisor Fennell, Supervisor Bass, Supervisor Wilson and Supervisor Madrone</p> |                      |            |          |          |           |              |         |

### Text of Legislative File 20-939

To: Board of Supervisors

From: Public Works

Agenda Section: Consent

proposed to have the county remove these barriers and subtract all associated county costs from the monthly rent in a prorated amount not to exceed 12 months from the date of the premises being in compliance with the ADA.

**FINANCIAL IMPACT:**

The current monthly rent is \$7,902.85, ending on November 30, 2020. This rent includes monthly janitorial fees of \$745.

Effective September 1, 2020, the proposed new monthly rent will be \$7,345.00, or \$1.00 per square foot as a result of the following adjustments: a) subtract \$745 current amount billed for janitorial fees, b) add \$217.15 rent increase to market rates, c) add \$166.00 all risk insurance, d) subtract \$196 loss of off-street parking. Rent will increase 2% every year, effective December 1 of every term year.

Effective September 1, 2020, it is proposed to pay a one-time janitorial fee of \$1,991, representing the janitorial fees increases from February 2019 to and including August 2020.

Effective September 1, 2020, it is proposed to pay a monthly janitorial fee payment of \$884.00, in addition to the new monthly rent of \$7,345.00, bringing the total to \$8,229.00 per month, \$1.12 per square foot. This fee will not be subject to the annual 2% rent increases.

Total of monthly payments for the initial three (3) year term of the Lease and the three (3) - one (1)-year option terms totals \$643,791.32 (Attachment No. 2 - 404 H Rent and Fee Totals). Lease payment for fiscal year 2020-21 totals \$99,124.00. Sufficient funds have been budget in 3741-294 Probation Realignment budget. Any increase in janitorial fees during said terms will be subject to your Board's approval of a First Amendment to Lease. There will be no impact to the general fund.

**STRATEGIC FRAMEWORK:**

This action supports your Board's Strategic Framework by providing for and maintaining infrastructure.

**OTHER AGENCY INVOLVEMENT:**

Public Works

**ALTERNATIVES TO STAFF RECOMMENDATIONS:**

Your Board may elect not to approve the lease, and to continue a month to month tenancy holdover period. However, this is not recommended as the Lessor can terminate the month to month tenancy for any reason and therefore force the staff to vacate and delay operations and thus, prevent the Community Corrections Resource Center from accomplishing their services.

**ATTACHMENTS:**

- Attachment No. 1 - Lease
- Attachment No. 2 - Rent and Fee Totals
- Exhibit A - Premises
- Exhibit B - Cleaning Checklist
- Exhibit C - Increase No. 1
- Exhibit D - Increase No. 2
- Exhibit E - Signs
- Exhibit F - Barrier List
- Exhibit G - ADA Access Compliance Assessment by SZS

**PREVIOUS ACTION/REFERRAL:**

Board Order No.: C-20, C-15, C-16, D-8, C-23



# COUNTY OF HUMBOLDT

For the meeting of: 8/18/2020

File #: 20-939

No. C-27

**To:** Board of Supervisors

**From:** Public Works

**Agenda Section:** Consent

SUBJECT

Approval of Lease at 404 H Street, Eureka

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to execute a lease for 404 H Street, Eureka;
2. Authorize the Probation Department to submit a one-time payment of \$1,991 for increases in janitorial fees; and
3. Direct the Clerk of the Board to return one (1) executed original of the lease to Public Works Real Property for transmittal to the Lessor.

SOURCE OF FUNDING:

Law Enforcement Services (3741)

DISCUSSION:

The Community Corrections Resource Center (CCRC) presently has operations at 404 H Street, Eureka to serve adult offenders with an array of rehabilitative and correctional program services. The use is pursuant to an expired lease that is on a month to month tenancy holdover term.

A new, proposed lease has been prepared. It includes the following changes from the original lease (Attachment No. 1 - Lease).

- a. The lease term is for three (3) years, with the option to extend the term at three (3) - one (1) - year intervals, this option is contingent on staff moving into a newly constructed Reentry Resource Center.
- b. The cleaning checklist outlining janitorial tasks is amended to include disinfecting high touch areas as a result of COVID - 19 (Exhibit B - Cleaning Checklist)
- c. Janitorial fees, at county expense, are separated from the monthly rent calculations and are to be paid as an individual monthly fee. This fee not subject to annual rent increases.

d. Beginning on February 1, 2019, monthly janitorial fees had increased from \$745 to \$834 (Exhibit C - Increase No. 1). Beginning on March 1, 2020, monthly janitorial fees had increased again, from \$834 to \$884 (Exhibit D - Increase No.2). It is proposed to pay the Lessor a one-time fee of \$1,991 to cover the increases from February 1, 2019 thru August 1, 2020 in janitorial fees, due on the commencement date of the Lease. On September 1, 2020, janitorial fees in the amount of \$884 are proposed to be payed monthly pursuant to the new Lease. The fee amount may be subject to increases, not to exceed \$999.

e. Off Street parking of six (6) stalls for staff and public will no longer be offered by the Lessor. Therefore, a proposed monthly rent reduction in the amount of \$196 is to take effect on September 1, 2020. Comparable parking lease rent at 2<sup>nd</sup> and H is \$196. The Lessor will pay for new sign placements as shown on Exhibit E to enforce the no off street parking.

f. The Independent Licensed Architect (ILA) has performed an Americans with Disabilities Act (ADA) Compliance assessment of the premises and determined a list of barriers needing removal to bring the premises in compliance with the ADA (Exhibit F - Barrier List) and (Exhibit G - ADA Access Compliance Assessment by SZS Engineering). Certain barriers will be removed by the county since they were originally installed by the county. The remaining barriers will be removed by the Lessor. It is proposed to give the Lessor until June 30, 2022, to remove the remaining barriers, subject to a Certified Access Specialist (CASp) or licensed architect inspection denoting the premises being in compliance with the ADA. If the remaining barriers are not remediated and the premises is not in compliance with the ADA, then it is proposed to have the county remove these barriers and subtract all associated county costs from the monthly rent in a prorated amount not to exceed 12 months from the date of the premises being in compliance with the ADA.

**FINANCIAL IMPACT:**

The current monthly rent is \$7,902.85, ending on November 30, 2020. This rent includes monthly janitorial fees of \$745.

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year option terms totals \$643,791.32 (Attachment No. 2 - 404 H Rent and Fee Totals). Lease payment for fiscal year 2020-21 totals \$99,124.00. Sufficient funds have been budget in 3741-294 Probation Realignment budget. Any increase in janitorial fees during said terms will be subject to your Board's approval of a First Amendment to Lease. There will be no impact to the general fund.

STRATEGIC FRAMEWORK:

This action supports your Board's Strategic Framework by providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT:

Public Works

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board may elect not to approve the lease, and to continue a month to month tenancy holdover period. However, this is not recommended as the Lessor can terminate the month to month tenancy for any reason and therefore force the staff to vacate and delay operations and thus, prevent the Community Corrections Resource Center from accomplishing their services.

ATTACHMENTS:

- Attachment No. 1 - Lease
- Attachment No. 2 - Rent and Fee Totals
- Exhibit A - Premises
- Exhibit B - Cleaning Checklist
- Exhibit C - Increase No. 1
- Exhibit D - Increase No. 2
- Exhibit E - Signs
- Exhibit F - Barrier List
- Exhibit G - ADA Access Compliance Assessment by SZS

PREVIOUS ACTION/REFERRAL:

Board Order No.: C-20, C-15, C-16, D-8, C-23  
Meeting of: 12/06/11, 2/07/12, 9/25/12, 9/22/15, 10/16/18  
File No.: 18-1301

## LEASE

This Lease is made and entered into this 18 day of August, 2020, 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 Office Space located at 404 H Street, as shown on Exhibit A – Premises, 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 three years commencing on September 1, 2020.

B. COUNTY has the option to extend this Lease, upon the same terms and conditions, for three (3) – one (1) 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 anyone (1) 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, including but not limited to rent calculations.

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### 5. RENT

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

Seven Thousand Three Hundred Forty Five Dollars and Zero Cents (\$7,345.00).

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.

Commencing on December 1, 2020, and each year thereafter during the initial term of this Lease and each extended term, monthly rent will automatically increase by two percent (2%).

### 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 during the term of this lease including any term extensions. For clarity purposes only, LESSOR shall remove any accessibility barriers at LESSOR'S expense upon notice by the COUNTY.

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

COUNTY shall have the right to terminate this Lease upon seven (7) days written notice if any of the above mentioned applicable laws, standards, or criteria are not complied with.

### 7. ACCESS

LESSOR shall notify COUNTY at least forty eight (48) hours of any access required within said premises in the event of any modifications or inspections so as to allow the COUNTY to prepare for such access.

### 8. SMOKING

Pursuant to Humboldt County Code §971-1 et seq., smoking shall be prohibited in all COUNTY owned, leased, rented or controlled premises. LESSOR shall comply with

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said provision.

### 9. UTILITIES

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

### 10 JANITORIAL

LESSOR shall be responsible for janitorial services, as defined in Exhibit B – Cleaning Checklist, attached hereto and made a part hereof, to the leased premises a minimum of three (3) times per week.

COUNTY shall reimburse LESSOR a monthly fee of Eight Hundred Eighty Four Dollars (\$884.00) for the janitorial costs as defined and described in Exhibit B – Cleaning Checklist, effective on September 1, 2020. The maximum monthly fee for janitorial costs shall not exceed Nine Hundred Ninety-Nine Dollars (\$999.00) per month. COUNTY shall have the right for any reason whatsoever or for no reason, upon thirty (30) days notice to LESSOR, assume responsibility for providing janitorial services and upon assumption of said responsibility, COUNTY shall not be obligated to reimburse LESSOR for janitorial costs.

COUNTY shall reimburse LESSOR for Janitorial Fee increases a one time payment totaling One Thousand Nine Hundred Ninety One Dollars (\$1,991), the amount of which is calculated as follows:

Increase No. 1 - Feb. 2019 through and including Feb. 2020 in the amount of Eighty Nine Dollars (\$89) per month, or a total of One Thousand One Hundred Fifty Seven Dollars (\$1,157) (Exhibit C – Increase No. 1),

Increase No. 2 – March 2020 through and including August 2020 in the amount of One Hundred Thirty-Nine Dollars (\$139) per month, or a total of Eight Hundred Thirty Four Dollars (\$834) (Exhibit D – Increase No. 2).

### 11. 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 outside premises including, but not limited to the exterior of the building, landscaping, foundation, roof, main sewer line, fire extinguishers, except for the following:

- A. Light bulbs and ballasts.



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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, or vandalism by COUNTY personal, 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 will 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 section; 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 section, 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 28 of this Lease.

## 12. 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.

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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 this 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 the premises caused by installation or removal of such.

### 13. 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. 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.

### 14. 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.

### 15. REAL PROPERTY TAXES

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

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### 16. 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 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 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.

### 17. 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, 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's 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

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limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

### B. Property Insurance

LESSOR is responsible for providing "All-Risk" Property Insurance for this location.

### C. Workers' Compensation Insurance Coverage

If required by California law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.

## 18. COUNTY'S INSURANCE

Without limiting COUNTY'S indemnification provided herein, COUNTY shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Lease and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

### A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$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 contents of the property at this location.

### C. Workers' Compensation Insurance Coverage

COUNTY certifies that COUNTY is aware of the provisions of Section 3700 of the California Labor Code and COUNTY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of COUNTY shall be covered by workers' compensation (or qualified self-insurance).

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### 19. 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 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 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 28 of this Lease. It is further understood that LESSOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to LESSOR'S insurance and will not be called upon to contribute with it.

2. LESSOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Lease by COUNTY. The endorsements shall be on forms as approved by COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If LESSOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Lease, take out the necessary insurance, and LESSOR agrees to pay the cost of said insurance.

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COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to LESSOR under this Lease.

3. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and LESSOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

### B. COUNTY

1. The Comprehensive General Liability Policy shall provide that LESSOR, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to LESSOR, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Contains a cross liability, severability of interest or separation of-insureds clause.
- d. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to LESSOR and in accordance with the Notice provisions set forth under section 28 of this Lease. It is further understood that COUNTY shall not terminate such coverage until it provides LESSOR with proof satisfactory to LESSOR that equal or better insurance has been secured and is in place.
- e. COUNTY shall furnish LESSOR with certificates and original endorsements effecting the required coverage of this Lease

### C. COUNTY AND LESSOR

1. COUNTY and LESSOR agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents and each party shall indemnify the other against any loss or expense, including reasonable attorney's fees resulting from the failure to obtain such waiver.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply

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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.

### 20. PARKING

There will be no parking within the parking lot of 404 H Street for COUNTY employees or COUNTY's clients.

LESSOR shall post and maintain two (2) - twenty four (24) inch by twenty four (24) inch signs at the entrances to the parking lot of 404 H Street, as shown on Exhibit E - Signs, attached hereto and made a part hereof. The top of the signs will be approximately six (6) feet in height and will state the following: "No Parking for County of Humboldt's Employees or Clients". Lettering of the words "No Parking" will be four (4) inches in height, and the remaining lettering at two (2) inches in height. LESSOR shall obtain any variances from restrictions placed on the use of signs by local authorities. LESSOR shall also submit to COUNTY for review and approval of the sign design and style prior to installation.

### 21. 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.

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 section.

### 22. 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

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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.

### **23. PREMISES UNUSABLE**

If 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 for this this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

### **24. 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.

### **25. 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.

### **26. 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



## **LEASE**

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 section, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this section are in addition to and do not in any manner limit other remedies set forth in particular sections of this Lease.

### **27. 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.
- 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.

### **28. 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  
8935 Oak Trail Drive  
Santa Rosa, CA 95409

## LEASE

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  
Human Resources – Risk Management Services  
825 Fifth Street, Room 100  
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.

### 29. 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.

### 30. LEASE MODIFICATION

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

### 31. 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.

### 32. ATTORNEY'S 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 attorney's fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorney's 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

## **LEASE**

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.

### **33. 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.

### **34. REMEDY FOR BREACH**

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.

### **35. 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.

### **36. 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.

### **37. 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.

### **38. PREMISES INSPECTION BY CERTIFIED ACCESS SPECIALIST**

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

B. The Premises have not been issued a disability access inspection certificate. Pursuant to Civil Code section 1938(e):

A Certified Access Specialist (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 subject premises, the commercial property owner or lessor may

## LEASE

not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or 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.

### 39. 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 F – Barrier List, and described in Exhibit G – ADA Access Compliance Assessment by SZS (the “ADA Assessment Report”).

B. COUNTY is responsible for all interior building accessibility and ADA requirements as delineated in Exhibit F – Barrier List, and described in Exhibit G – ADA Access Compliance Assessment by SZS 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 F and described in Exhibit G by June 30, 2022. Proposed solutions stated in Exhibit G 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 June 30, 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

**LEASE**

accessibility barriers not identified and/or listed in Exhibit G – ADA Access Compliance Assessment by SZS.

**39. 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.

**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.

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

**COUNTY OF HUMBOLDT:**

**LESSOR:**

BY: *Estelle Fennell*  
CHAIRMAN  
TITLE: BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT  
*Estelle Fennell*

BY: *Elaine Joyce Foote Rev. Tr.*  
Name: Elaine Joyce Foote Revocable  
Trust

(SEAL)

\_\_\_\_\_

ATTEST: *RS*  
TITLE: CLERK OF THE BOARD *Ryan Sharp, Deputy*

## LEASE

### Exhibits

- Exhibit A – Premises
- Exhibit B – Cleaning Checklist
- Exhibit C – Increase No. 1
- Exhibit D – Increase No. 2
- Exhibit E – Signs
- Exhibit F – Barrier List
- Exhibit G – ADA Compliance Assessment by SZS



# COUNTY OF HUMBOLDT

For the meeting of: 8/18/2020

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File #: 20-939

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**To:** Board of Supervisors

**From:** Public Works

**Agenda Section:** Consent

**SUBJECT**

Approval of Lease at 404 H Street, Eureka

**RECOMMENDATION(S):**

That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to execute a lease for 404 H Street, Eureka;
2. Authorize the Probation Department to submit a one-time payment of \$1,991 for increases in janitorial fees; and
3. Direct the Clerk of the Board to return one (1) executed original of the lease to Public Works Real Property for transmittal to the Lessor.

**SOURCE OF FUNDING:**

Law Enforcement Services (3741)

**DISCUSSION:**

The Community Corrections Resource Center (CCRC) presently has operations at 404 H Street, Eureka to serve adult offenders with an array of rehabilitative and correctional program services. The use is pursuant to an expired lease that is on a month to month tenancy holdover term.

A new, proposed lease has been prepared. It includes the following changes from the original lease (Attachment No. 1 - Lease).

- a. The lease term is for three (3) years, with the option to extend the term at three (3) - one (1) - year intervals, this option is contingent on staff moving into a newly constructed Reentry Resource Center.
- b. The cleaning checklist outlining janitorial tasks is amended to include disinfecting high touch areas as a result of COVID - 19 (Exhibit B - Cleaning Checklist)
- c. Janitorial fees, at county expense, are separated from the monthly rent calculations and are to be paid as an individual monthly fee. This fee not subject to annual rent increases.

d. Beginning on February 1, 2019, monthly janitorial fees had increased from \$745 to \$834 (Exhibit C - Increase No. 1). Beginning on March 1, 2020, monthly janitorial fees had increased again, from \$834 to \$884 (Exhibit D - Increase No.2). It is proposed to pay the Lessor a one-time fee of \$1,991 to cover the increases from February 1, 2019 thru August 1, 2020 in janitorial fees, due on the commencement date of the Lease. On September 1, 2020, janitorial fees in the amount of \$884 are proposed to be paid monthly pursuant to the new Lease. The fee amount may be subject to increases, not to exceed \$999.

e. Off Street parking of six (6) stalls for staff and public will no longer be offered by the Lessor. Therefore, a proposed monthly rent reduction in the amount of \$196 is to take effect on September 1, 2020. Comparable parking lease rent at 2<sup>nd</sup> and H is \$196. The Lessor will pay for new sign placements as shown on Exhibit E to enforce the no off street parking.

f. The Independent Licensed Architect (ILA) has performed an Americans with Disabilities Act (ADA) Compliance assessment of the premises and determined a list of barriers needing removal to bring the premises in compliance with the ADA (Exhibit F - Barrier List) and (Exhibit G - ADA Access Compliance Assessment by SZS Engineering). Certain barriers will be removed by the county since they were originally installed by the county. The remaining barriers will be removed by the Lessor. It is proposed to give the Lessor until June 30, 2022, to remove the remaining barriers, subject to a Certified Access Specialist (CASp) or licensed architect inspection denoting the premises being in compliance with the ADA. If the remaining barriers are not remediated and the premises is not in compliance with the ADA, then it is proposed to have the county remove these barriers and subtract all associated county costs from the monthly rent in a prorated amount not to exceed 12 months from the date of the premises being in compliance with the ADA.

**FINANCIAL IMPACT:**

The current monthly rent is \$7,902.85, ending on November 30, 2020. This rent includes monthly janitorial fees of \$745.

Effective September 1, 2020, the proposed new monthly rent will be \$7,345.00, or \$1.00 per square foot as a result of the following adjustments: a) subtract \$745 current amount billed for janitorial fees, b) add \$217.15 rent increase to market rates, c) add \$166.00 all risk insurance, d) subtract \$196 loss of off-street parking. Rent will increase 2% every year, effective December 1 of every term year.

Effective September 1, 2020, it is proposed to pay a one-time janitorial fee of \$1,991, representing the janitorial fees increases from February 2019 to and including August 2020.

Effective September 1, 2020, it is proposed to pay a monthly janitorial fee payment of \$884.00, in addition to the new monthly rent of \$7,345.00, bringing the total to \$8,229.00 per month, \$1.12 per square foot. This fee will not be subject to the annual 2% rent increases.

Total of monthly payments for the initial three (3) year term of the Lease and the three (3) - one (1)-



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File #: 20-939

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year option terms totals \$643,791.32 (Attachment No. 2 - 404 H Rent and Fee Totals). Lease payment for fiscal year 2020-21 totals \$99,124.00. Sufficient funds have been budget in 3741-294 Probation Realignment budget. Any increase in janitorial fees during said terms will be subject to your Board's approval of a First Amendment to Lease. There will be no impact to the general fund.

STRATEGIC FRAMEWORK:

This action supports your Board's Strategic Framework by providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT:

Public Works

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board may elect not to approve the lease, and to continue a month to month tenancy holdover period. However, this is not recommended as the Lessor can terminate the month to month tenancy for any reason and therefore force the staff to vacate and delay operations and thus, prevent the Community Corrections Resource Center from accomplishing their services.

ATTACHMENTS:

Attachment No. 1 - Lease  
Attachment No. 2 - Rent and Fee Totals  
Exhibit A - Premises  
Exhibit B - Cleaning Checklist  
Exhibit C - Increase No. 1  
Exhibit D - Increase No. 2  
Exhibit E - Signs  
Exhibit F - Barrier List  
Exhibit G - ADA Access Compliance Assessment by SZS

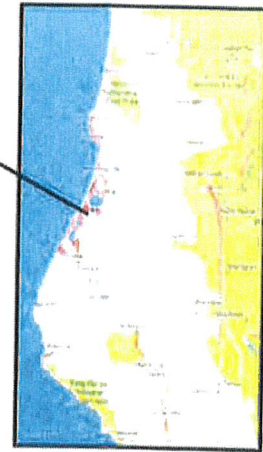
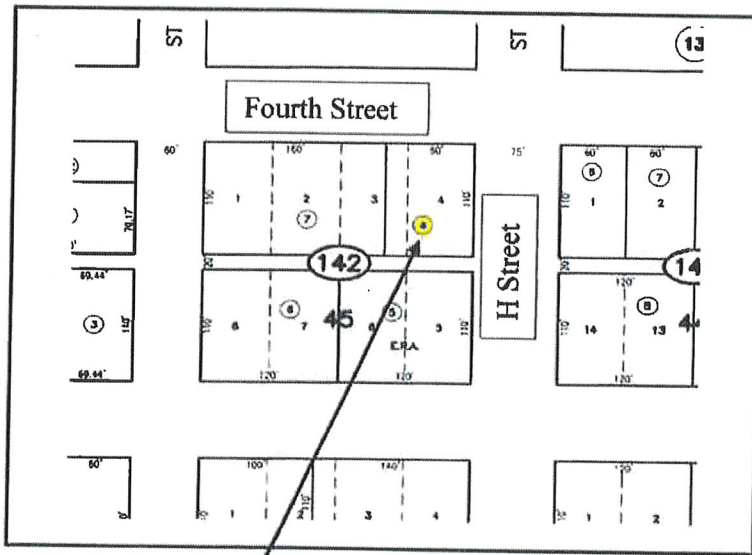
PREVIOUS ACTION/REFERRAL:

Board Order No.: C-20, C-15, C-16, D-8, C-23  
Meeting of: 12/06/11, 2/07/12, 9/25/12, 9/22/15, 10/16/18  
File No.: 18-1301

| <u>Terms</u>                                          | <u>\$ per square foot (7334 sf)</u> | <u>Monthly Rent - 2% annual increases</u> | <u>Plus Monthly Janitorial Fees</u> | <u>Total Monthly Payment</u> | <u>Months</u> | <u>Rent Total (Rent times # Months)</u> | <u>Fiscal Totals</u> |
|-------------------------------------------------------|-------------------------------------|-------------------------------------------|-------------------------------------|------------------------------|---------------|-----------------------------------------|----------------------|
| <b>Existing</b>                                       |                                     |                                           |                                     |                              |               |                                         |                      |
| 7/1/2020 - 08/31/20                                   | \$1.08 sf                           | \$7,902.85                                | (included)                          | \$ 7,902.85                  | 2             | \$15,805.70                             |                      |
| <b>New - 6 years</b>                                  |                                     |                                           |                                     |                              |               |                                         |                      |
|                                                       |                                     | 2%                                        |                                     |                              |               |                                         |                      |
| 9/01/20 - 11/30/20                                    | \$1.12                              | \$7,345.00                                | \$884.00                            | \$ 8,229.00                  | 3             | \$24,687.00                             |                      |
| 12/1/20 - 11/30/21                                    |                                     | \$7,491.90                                | \$884.00                            | \$ 8,375.90                  | 12            | \$100,510.80                            |                      |
| 12/1/21 - 11/30/22                                    |                                     | \$7,641.74                                | \$884.00                            | \$ 8,525.74                  | 12            | \$102,308.88                            |                      |
| 12/1/22 - 11/30/23                                    |                                     | \$7,794.57                                | \$884.00                            | \$ 8,678.57                  | 12            | \$104,142.84                            |                      |
| 12/1/23 - 11/30/24                                    |                                     | \$7,950.46                                | \$884.00                            | \$ 8,834.46                  | 12            | \$106,013.52                            |                      |
| 12/1/24 - 11/30/25                                    |                                     | \$8,109.47                                | \$884.00                            | \$ 8,993.47                  | 12            | \$107,921.64                            |                      |
| 12/1/25 - 8/31/26                                     |                                     | \$8,271.66                                | \$884.00                            | \$ 9,155.66                  | 9             | \$82,400.94                             |                      |
| <b>Grand Total</b>                                    |                                     |                                           |                                     |                              |               | <b>\$643,791.32</b>                     |                      |
| <b>Fiscal Year Payments</b>                           |                                     |                                           |                                     |                              |               |                                         |                      |
| 7/1/20 - 8/31/20                                      |                                     | \$7,902.85                                | (included)                          | \$ 7,902.85                  | 2             | \$15,805.70                             |                      |
| 9/1/20 - 11/30/20                                     |                                     | \$7,345.00                                | \$884.00                            | \$ 8,229.00                  | 3             | \$24,687.00                             |                      |
| 12/1/20 - 6/30/21                                     |                                     | \$7,491.90                                | \$884.00                            | \$ 8,375.90                  | 7             | \$58,631.30                             |                      |
| <b>20/21</b>                                          |                                     |                                           |                                     |                              |               |                                         | <b>\$99,124.00</b>   |
| 7/1/21 - 11/30/21                                     |                                     | \$7,491.90                                | \$884.00                            | \$ 8,375.90                  | 5             | \$41,879.50                             |                      |
| 12/1/21 - 6/30/22                                     |                                     | \$7,641.74                                | \$884.00                            | \$ 8,525.74                  | 7             | \$59,680.18                             |                      |
| <b>21/22</b>                                          |                                     |                                           |                                     |                              |               |                                         | <b>\$101,559.68</b>  |
| 7/1/22 - 11/30/22                                     |                                     | \$7,641.74                                | \$884.00                            | \$ 8,525.74                  | 5             | \$42,628.70                             |                      |
| 12/1/22 - 6/30/23                                     |                                     | \$7,794.57                                | \$884.00                            | \$ 8,678.57                  | 7             | \$60,749.99                             |                      |
| <b>22/23</b>                                          |                                     |                                           |                                     |                              |               |                                         | <b>\$103,378.69</b>  |
| 7/1/23 - 11/30/23                                     |                                     | \$7,794.57                                | \$884.00                            | \$ 8,678.57                  | 5             | \$43,392.85                             |                      |
| 12/1/23 - 6/30/24                                     |                                     | \$7,950.46                                | \$884.00                            | \$ 8,834.46                  | 7             | \$61,841.22                             |                      |
| <b>23/24</b>                                          |                                     |                                           |                                     |                              |               |                                         | <b>\$105,234.07</b>  |
| 7/1/24 - 11/30/24                                     |                                     | \$7,950.46                                | \$884.00                            | \$ 8,834.46                  | 5             | \$44,172.30                             |                      |
| 12/1/24 - 6/30/25                                     |                                     | \$8,109.47                                | \$884.00                            | \$ 8,993.47                  | 7             | \$62,954.29                             |                      |
| <b>24/25</b>                                          |                                     |                                           |                                     |                              |               |                                         | <b>\$107,126.59</b>  |
| 7/1/25 - 11/30/25                                     |                                     | \$8,109.47                                | \$884.00                            | \$ 8,993.47                  | 5             | \$44,967.35                             |                      |
| 12/1/25 - 6/30/26                                     |                                     | \$8,271.66                                | \$884.00                            | \$ 9,155.66                  | 7             | \$64,089.62                             |                      |
| <b>25/26</b>                                          |                                     |                                           |                                     |                              |               |                                         | <b>\$109,056.97</b>  |
| 7/1/26 - 8/31/26                                      |                                     | \$8,271.66                                | \$884.00                            | \$ 9,155.66                  | 2             | \$18,311.32                             |                      |
| <b>26</b>                                             |                                     |                                           |                                     |                              |               |                                         | <b>\$18,311.32</b>   |
| <b>Grand Total</b>                                    |                                     |                                           |                                     |                              |               | <b>\$643,791.32</b>                     | <b>\$643,791.32</b>  |
| Excludes Taxes (19/20 = \$9,563.51 or \$796.96 month) |                                     |                                           |                                     |                              |               |                                         |                      |
| Excludes maintenance costs                            |                                     |                                           |                                     |                              |               |                                         |                      |
| Excludes off-street parking                           |                                     |                                           |                                     |                              |               |                                         |                      |

EXHIBIT A

AREA MAP

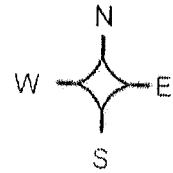


LEASED PREMISES AT APN 001-142-004  
404 H Street, Eureka

FOURTH STREET

# First Floor

Humboldt County  
Department of Health  
& Human Services  
404 H Street  
Eureka, CA 95501  
Building M000404

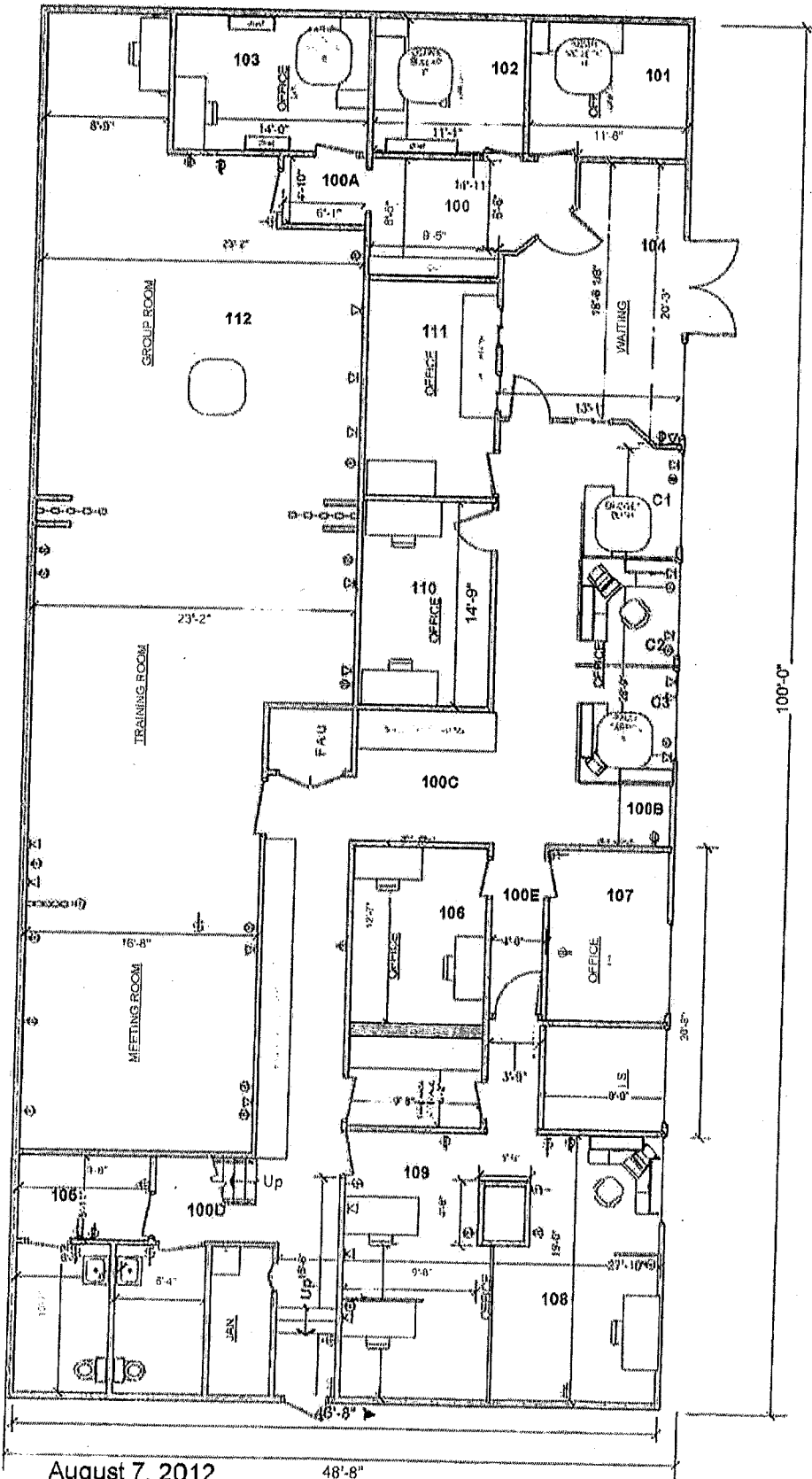


Scale: 1/4" = 1'-0"

### Key

Legend for symbols used in the floor plan.

- TELEPHONE ROOM
- TELEPHONE
- COIN CATCHER (1107126v)
- COIN (1107126)
- FLOOR MANUAL CONTROL
- SWITCH
- WATER HEATER
- SMOKE DETECTOR



### First Floor

100' x 48'8" (48.67') = 4,867 sf

### Second Floor

100' x 24'8" (24.67') = 2,467 sf

### Total

7,334 sf

August 7, 2012

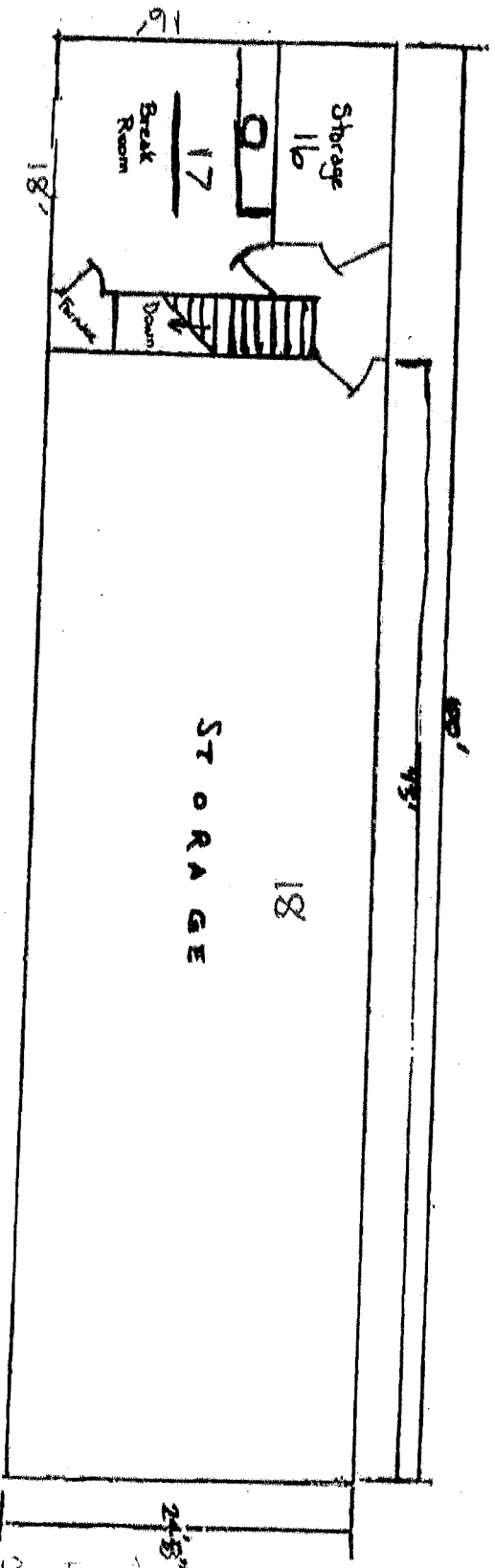
48'-8"

H STREET  
FIELD STREET

First Floor  
100' x 48'8" (48.67') = 4,867 sf

Second Floor  
100' x 24'8" (24.67') = 2,467 sf

Total  
7,334 sf



404 H. Street, Eureka Second Floor

August 2011

# Exhibit B – Cleaning Checklist

Exhibit B  
CLEANING CHECKLIST  
404 H Street, Eureka

## 3X PER WEEK

### 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
- Sweep all floors
- Mop all floors

## 1X PER WEEK

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

## 1X PER MONTH

- Dust all high areas (above 6 feet)
- Dust all window blinds
- Edge vacuum all carpets

**1X PER YEAR**

- Clean all carpets
- Strip and wax all hard surface floors

**2X PER YEAR**

- Clean all windows in and out

**AS -NEEDED BASIS AS DIRECTED BY COUNTY**

- Clean and disinfect all "High Touch" areas, including, but not limited to the following:
  - a. All operable door surfaces and hardware including levers, knobs, push/panic bars, and locking /latching mechanisms throughout the facility.
  - b. Public counters (as applicable)
  - c. Public transaction windows (as applicable)
  - d. Cleaning and disinfecting measures shall be in compliance with California Department of Public Health and Centers for Disease Control guidelines.

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



**NCCS** Inc.  
**North Coast Cleaning Services**  
*The Green Cleaning Specialists*

PO Box 177, Eureka, CA. 95502 707 269-0838 office 707 269-7034 fax

January 15, 2019

Elaine Foote  
8935 Oak Trail Dr.  
Santa Rosa, CA 95409

Dear Client,

RE: 404 H St., Eureka, CA

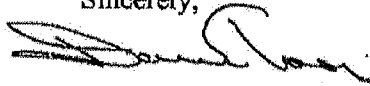
I want to take this opportunity to thank you for your business and consideration. I deeply value our relationship and hope that it will continue in the future.

I have been reluctant to increase rates during the last few years because of the challenging economic times. However, as the recovery moves forward I am now faced with the reality of changing our rates. There are many factors related to the change: (2) minimum wage increases, liability insurance, workers compensation insurance, California Paid Sick Leave, Social Security taxes and State Disability insurance as well as supply costs.

It has been 7 years since your last rate increase. After reviewing the costs associated with your account, I found that I need to request an increase of \$89 per month for the regular monthly service. The new rate for your monthly service would be \$834. I propose that the increase takes effect on **February 1, 2019.**

If you believe that this increase will negatively affect our relationship, please contact me as soon as possible so we can discuss any concerns you may have. My top priority is to continue as your service provider. Thank you.

Sincerely,



Dave Toor  
Director



# ELAINE FOOTE



8935 Oak Trail Drive  
Santa Rosa, CA 95409  
707-529-2945  
elaine-foote@sbcglobal.net

March 4, 2019

County Of Humboldt  
Public Works ( Tom Deage)  
Real Property Division  
1106 Second Street  
Eureka, CA 95501-0579

Tom Deage,

I have enclosed the cleaning invoice for 404 H Street, Eureka from NCCS Inc. and as we discussed in January, this increase would be adjusted to my current lease payment. Please send me a check for February and March for \$178.00.

*Thank you,  
Elaine Foote*

Elaine Foote



NORTH COAST CLEANING SERVICES, INC.

P. O. Box 177  
 Eureka, CA 95502  
 (707) 269-0838

**Invoice**

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 2/28/2019 | 75261     |

|                                                            |
|------------------------------------------------------------|
| <b>Bill To</b>                                             |
| Elaine Foote<br>8935 Oak Trail Dr.<br>Santa Rosa, CA 95409 |

|          |        |         |
|----------|--------|---------|
| P.O. No. | Terms  | Project |
|          | Net 10 |         |

| Quantity     | Description                                                                                                                             | Rate   | Amount          |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------|
| 1            | February Monthly Cleaning Service - 3 's/week - Effective 3/7/12<br>REF: 404 H St., Eureka, CA<br>NOTE: Price Increase Effective 2/1/19 | 834.00 | 834.00          |
| <b>Total</b> |                                                                                                                                         |        | <b>\$834.00</b> |



**North Coast Cleaning Services**  
*The Green Cleaning Specialists*

PO Box 177, Eureka, CA. 95502 707 269-0838 [northcoastcleaning.com](http://northcoastcleaning.com)

February 29, 2020

Elaine Foote

RE: 404 H St. Eureka

I want to take this opportunity to thank you for your business and consideration. I deeply value our relationship and hope that it will continue in the future.

Due to the mandatory State Minimum Wage increase on 1/1/20 as well as increased payroll taxes and insurance, I find it necessary to request a monthly increase of \$50 for your janitorial service. The new rate for your monthly service would be \$384.

I propose that the increase take effect with your month end invoice in March.

If you believe that these increases will negatively affect our relationship, please contact me as soon as possible so we can discuss any concerns you may have. My top priority is to continue as your service provider. Thank you.

Sincerely,

Dave Toor  
Director

MAR 05 2020

ELAINE FOOTE



8935 Oak Trail Drive  
Santa Rosa, CA 95409  
707-529-2945  
elaine-foote@sbcglobal.net

March 3, 2020

Tom deAge  
Sr. Real Property Agent  
1106 Second Street  
Eureka, CA 95501

Dear Tom deAge,

Enclosed is a notice for increase in Janitorial service at 404 H Street, Eureka, CA. I mailed you a notice for Janitorial Service at the above address for January 1, 2019 for \$89.00 per month making the total monthly charge \$834.00. The County of Humboldt still owes me \$1,068.00 for 2019 and \$178.00 for 2020. As of 03/01/2020 the amount will be \$884.00. I believe this is not part of Lease amount but Janitorial Service. Total amount due as of 2/29/2020 \$1,246.00.

Thank you.

A handwritten signature in blue ink that reads "Elaine Foote". The signature is fluid and cursive.

Elaine Foote



NORTH COAST CLEANING SERVICES, INC.

P. O. Box 177  
 Eureka, CA 95502  
 (707) 269-0838

# Invoice

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 2/29/2020 | 78716     |

|                                                            |
|------------------------------------------------------------|
| <b>Bill To</b>                                             |
| Elaine Foote<br>8935 Oak Trail Dr.<br>Santa Rosa, CA 95409 |

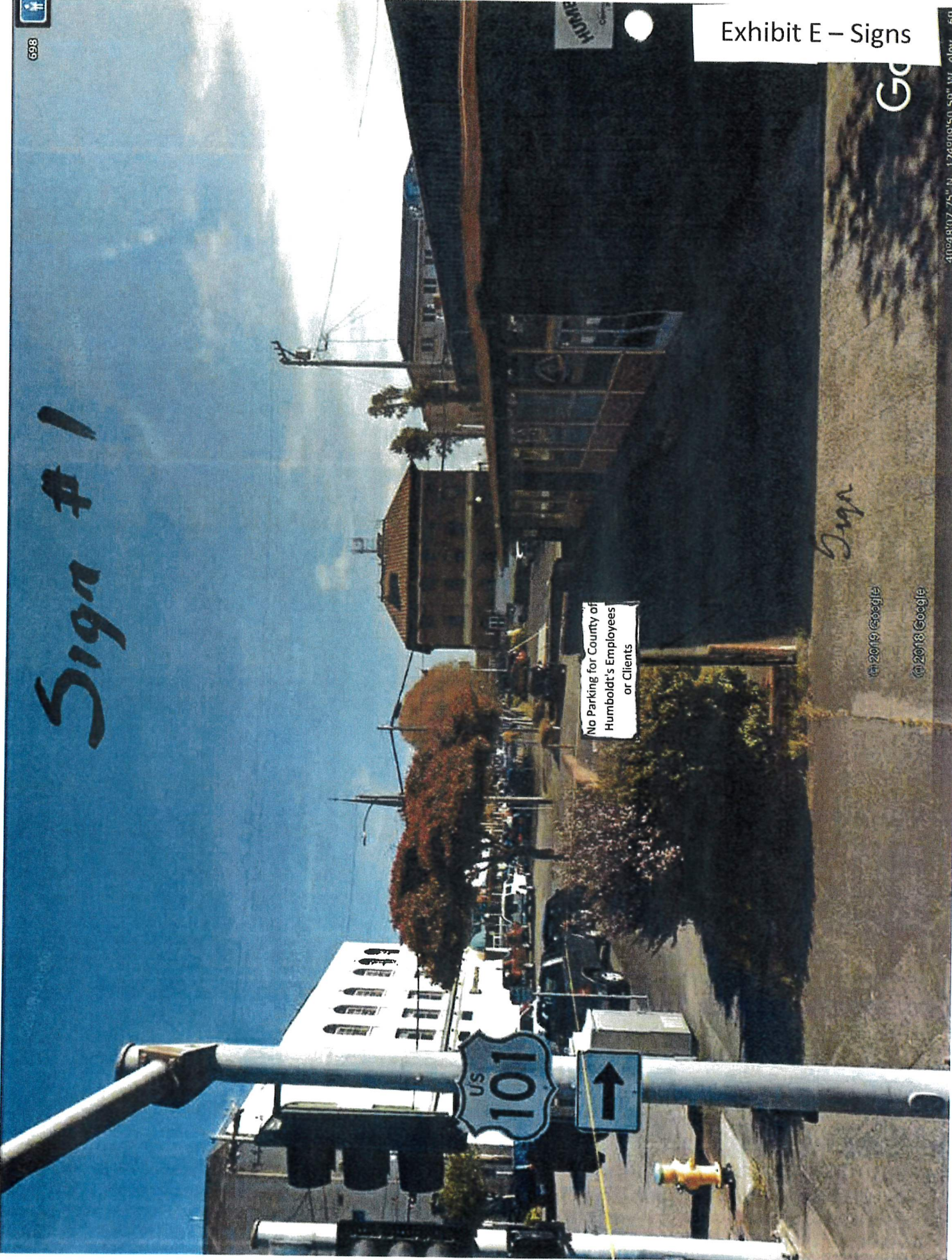
|          |        |         |
|----------|--------|---------|
| P.O. No. | Terms  | Project |
|          | Net 10 |         |

| Quantity | Description                                                                                                                                                                                                                         | Rate         | Amount          |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------|
| 1        | February Monthly Cleaning Service - 3 's/week - Effective 3/7/12<br>REF: 404 H St., Eureka, CA<br>IN CONTRACT WORK COMPLETED<br>Annual Strip & Wax hard surface floors - Completed 2/14/20<br>NOTE: Price Increase Effective 2/1/19 | 834.00       | 834.00          |
|          |                                                                                                                                                                                                                                     | <b>Total</b> | <b>\$834.00</b> |



*Sign # 1*

Exhibit E – Signs



*Sign*

No Parking for Courty of  
Humboldt's Employees  
or Clients

© 2019 Google

© 2018 Google



SIGN #2



4:49

No Parking for County of Humboldt's Employees or Clients

© 2019 Google

© 2018 Google

Goog

40°48'09.76" N 124°09'52.13" W elev 58

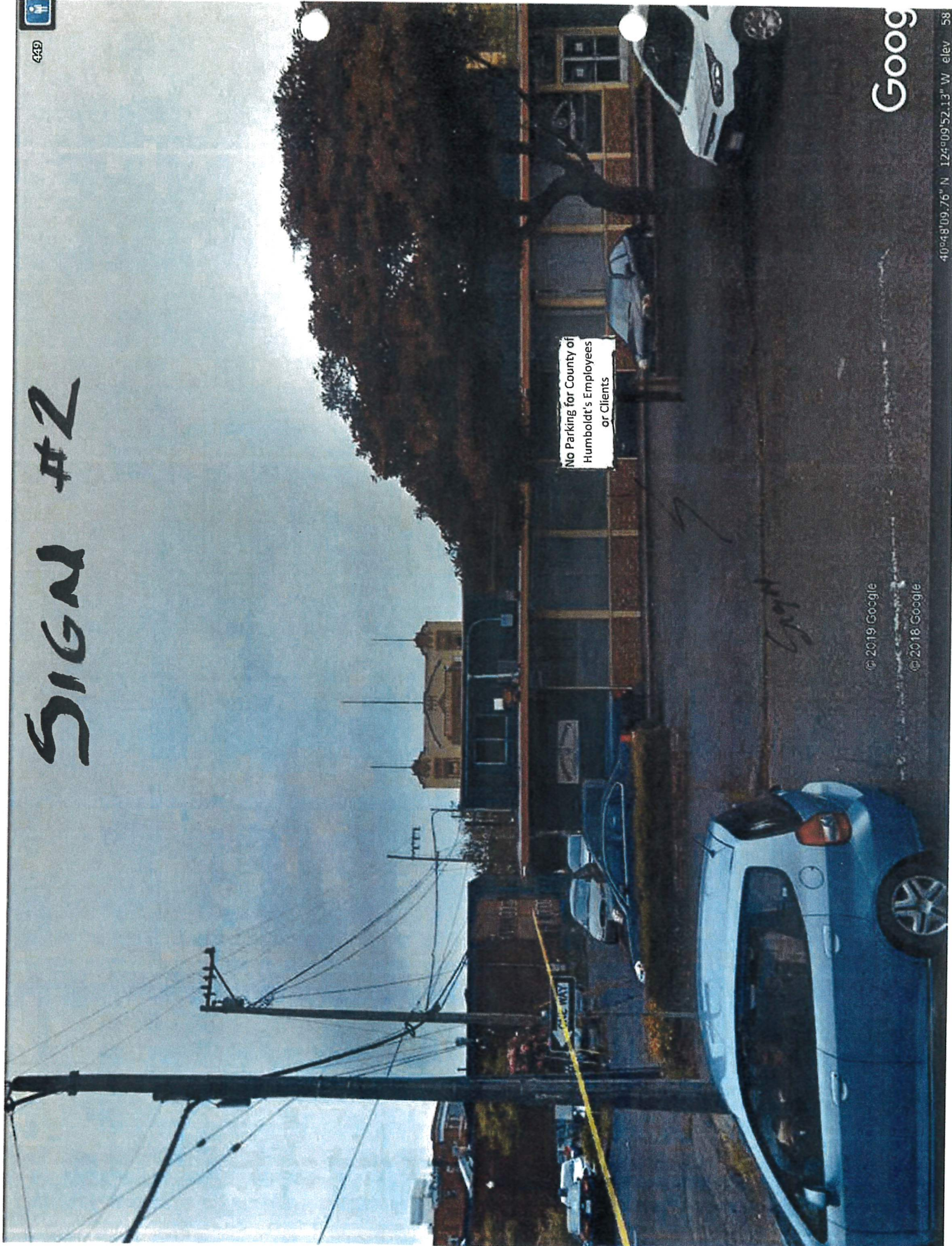




Exhibit F - Barrier List

| ID | Responsible Party | Location                       | Barrier # | Barrier Area                | AsBuilt Description                                                                       |
|----|-------------------|--------------------------------|-----------|-----------------------------|-------------------------------------------------------------------------------------------|
| 1  | Property Owner    | Exterior - Walkway to Building | 1         | Accessible Route - Exterior | 10.8% running slope                                                                       |
| 2  | Property Owner    | Exterior - Walkway to Building | 2         | Accessible Route - Exterior | 2.1% - 2.3% cross slope                                                                   |
| 3  | Property Owner    | Exterior - Parking Lot         | 3A        | Parking                     | No sign provided                                                                          |
| 4  | Property Owner    | Exterior - Parking Lot         | 3B        | Parking                     | 7 total stalls with no accessible stall provided                                          |
| 7  | County            | Main Entrance                  | 4C        | Doors or Gates              | 10 lbf                                                                                    |
| 8  | County            | Main Entrance                  | 4D        | Doors or Gates              | 4 second sweep                                                                            |
| 9  | County            | Main Entrance                  | 4E        | Doors or Gates              | 59" maneuvering clearance at pull side of door excluding 6" curb                          |
| 11 | County Owner      | Main Entrance                  | 4G        | Doors or Gates              | Existing door mat not recessed or secured                                                 |
| 25 | County            | Work Center                    | 6D        | Doors or Gates              | View panel 45-1/4" high                                                                   |
| 28 | County            | Work Center                    | 6G        | Signage                     | 1/4" character height                                                                     |
| 30 | County            | Work Center                    | 6I        | Drinking Fountains          | No accessible drinking fountain provided                                                  |
| 31 | County            | Work Center                    | 6J        | Drinking Fountains          | Low controls at water cooler not accessible for people with bending and stooping injuries |
| 34 | Property Owner    | Work Center                    | 6M        | Alarms                      | Device not provided                                                                       |
| 36 | County            | Office 2                       | 7B        | Doors or Gates              | 30" wide                                                                                  |
| 37 | County            | Office 2                       | 7C        | Doors or Gates              | 36" maneuvering clearance at push side of door                                            |
| 38 | County            | Office 2                       | 7D        | Clear Floor Space           | No wheelchair space provided in office where clients receive services                     |
| 39 | Property Owner    | Office 2                       | 7E        | Alarms                      | Device not provided                                                                       |
| 41 | County            | Office 3                       | 8B        | Doors or Gates              | 30" wide                                                                                  |
| 42 | County            | Office 3                       | 8C        | Doors or Gates              | Shelf blocks maneuvering clearance at pull side of door                                   |
| 43 | County            | Office 3                       | 8D        | Clear Floor Space           | No wheelchair space provided                                                              |
| 44 | Property Owner    | Office 3                       | 8E        | Alarms                      | Device not provided                                                                       |
| 46 | County            | Office 4                       | 9B        | Doors or Gates              | 29-1/2" wide                                                                              |
| 47 | County            | Office 4                       | 9C        | Doors or Gates              | Cabinet blocks maneuvering clearance at pull side of door                                 |
| 49 | Property Owner    | Office 4                       | 9E        | Alarms                      | Device not provided                                                                       |
| 52 | County            | Conference Room 1              | 10C       | Signage                     | 1/4" character height                                                                     |
| 55 | Property Owner    | Conference Room 1              | 10F       | Controls and Mechanisms     | 12-3/4" high                                                                              |
| 56 | County            | Conference Room 1              | 10G       | Counters and Tables         | 26-1/2" high and 13" deep knee clearance. 5 tables total with no accessible tables        |
| 59 | County            | Conference Room 1              | 10J       | Controls and Mechanisms     | Coffee machine controls 57" high                                                          |
| 62 | County            | Conference Room 2              | 11B       | Doors or Gates              | 8 lbf at non-fire rated door                                                              |
| 63 | County            | Conference Room 2              | 11C       | Doors or Gates              | 3 second sweep at non-fire rated door                                                     |
| 64 | County            | Conference Room 2              | 11D       | Doors or Gates              | 7" maneuvering clearance at push side of door                                             |
| 67 | County            | Conference Room 2              | 11G       | Counters and Tables         | 26-1/2" and 13" deep knee clearance. 5 total tables provided with no accessible table     |
| 70 | County            | Conference Room 2              | 11J       | Counters and Tables         | No knee clearance at existing podium                                                      |
| 71 | Property Owner    | Conference Room 2              | 11K       | Alarms                      | Device not provided                                                                       |
| 72 | County            | Conference Room 3              | 12A       | Signage                     | 1/4" character height                                                                     |
| 79 | County            | Open Staff Work Space          | 13D       | Doors or Gates              | View panel 51-1/2" high                                                                   |
| 82 | Property Owner    | Open Staff Work Space          | 13G       | Alarms                      | Device not provided                                                                       |
| 83 | County            | Open Staff Work Space          | 13H       | Signage                     | 1/4" character height                                                                     |
| 85 | County            | Open Staff Work Space          | 13I       | Clear Floor Space           | No wheelchair space provided within cubicle                                               |
| 86 | County            | Open Staff Work Space          | 13K       | Accessible Route - Interior | Furniture or stored items block circulation route and prevent passage through space       |
| 87 | County            | Open Staff Work Space          | 13L       | Clear Floor Space           | No wheelchair maneuvering space provided within cubicle                                   |
| 88 | County            | Open Staff Work Space          | 13M       | Accessible Route - Interior | Furniture or stored items block circulation route and prevent passage through space       |
| 90 | County            | Open Staff Work Space          | 13O       | Clear Floor Space           | No wheelchair maneuvering space provided within cubicle                                   |



|     |                |                         |     |                             |                                                                                     |
|-----|----------------|-------------------------|-----|-----------------------------|-------------------------------------------------------------------------------------|
| 92  | County         | Office 12               | 14B | Doors or Gates              | Desk and chair blocks maneuvering clearance at pull side of door                    |
| 93  | County         | Office 12               | 14C | Controls and Mechanisms     | Chair blocks electrical switch clear floor space                                    |
| 94  | County         | Office 12               | 14D | Clear Floor Space           | No wheelchair space provided                                                        |
| 95  | Property Owner | Office 12               | 14E | Alarms                      | Device not provided                                                                 |
| 97  | County         | Office 11               | 15B | Doors or Gates              | Door knob not accessible                                                            |
| 98  | County         | Office 11               | 15C | Doors or Gates              | 29-1/2" wide                                                                        |
| 99  | County         | Office 11               | 15D | Doors or Gates              | Chair and desk blocks maneuvering clearance at pull side of door                    |
| 101 | County         | Office 11               | 15F | Controls and Mechanisms     | Chair blocks electrical switch clear floor space                                    |
| 102 | County         | Office 11               | 15G | Clear Floor Space           | No wheelchair space provided                                                        |
| 103 | Property Owner | Office 11               | 15H | Alarms                      | Device not provided                                                                 |
| 105 | County         | Office 14               | 16B | Doors or Gates              | Door knob not accessible                                                            |
| 106 | County         | Office 14               | 16C | Doors or Gates              | 30" wide                                                                            |
| 107 | County         | Office 14               | 16D | Doors or Gates              | Desk blocks maneuvering clearance at pull side of door                              |
| 109 | County         | Office 14               | 16F | Controls and Mechanisms     | Desk blocks electrical switch clear floor space                                     |
| 110 | County         | Office 14               | 16G | Clear Floor Space           | No wheelchair space provided                                                        |
| 111 | Property Owner | Office 14               | 16H | Alarms                      | Device not provided                                                                 |
| 113 | County         | Open Staff Work Space 9 | 17B | Doors or Gates              | No door hardware provided at door                                                   |
| 114 | County         | Open Staff Work Space 9 | 17C | Doors or Gates              | View panel 43-1/2" high                                                             |
| 115 | County         | Open Staff Work Space 9 | 17D | Doors or Gates              | 4-3/4" maneuvering clearance at pull side of door                                   |
| 117 | County         | Open Staff Work Space 9 | 17F | Signage                     | 1/4" character height                                                               |
| 119 | County         | Open Staff Work Space 9 | 17H | Accessible Route - Interior | Furniture or stored items block circulation route and prevent passage through space |
| 120 | County         | Open Staff Work Space 9 | 17I | Clear Floor Space           | No wheelchair space provided within both cubicles                                   |
| 121 | County         | Open Staff Work Space 9 | 17J | Clear Floor Space           | No wheelchair space provided within second cubicle area                             |
| 122 | Property Owner | Open Staff Work Space 9 | 17K | Alarms                      | Device not provided                                                                 |
| 124 | County         | S Corridor              | 18B | Doors or Gates              | Door knob not accessible                                                            |
| 125 | County         | S Corridor              | 18C | Doors or Gates              | 29-1/2" wide                                                                        |
| 128 | Property Owner | S Corridor              | 18F | Alarms                      | 62-1/2" high                                                                        |
| 129 | Property Owner | S Corridor              | 18G | Alarms                      | Actuator not accessible (first operable)                                            |
| 130 | Property Owner | S Corridor              | 18H | Stairways                   | No handrail provided at both sides                                                  |
| 131 | Property Owner | S Corridor              | 18I | Stairways                   | No extension provided                                                               |
| 132 | Property Owner | S Corridor              | 18J | Stairways                   | Extension not sloped for the length of one tread long                               |
| 133 | Property Owner | S Corridor              | 18K | Stairways                   | 32" handrail grip height                                                            |
| 134 | Property Owner | S Corridor              | 18L | Stairways                   | Treads lack contrasting color defined as 70% contrast                               |
| 135 | County         | S Corridor              | 18M | Signage                     | No tactile sign provided where required                                             |
| 136 | County         | S Corridor              | 18N | Doors or Gates              | 11 lbf                                                                              |
| 137 | County         | S Corridor              | 18O | Doors or Gates              | 2 second sweep                                                                      |