

**LEASE AGREEMENT
BY AND BETWEEN
CITY OF ARCATA
AND
COUNTY OF HUMBOLDT
FOR ARCATA LIBRARY BUILDING**

THIS LEASE AGREEMENT ("Lease") dated as of *[date of lease]*, is entered into between the City of Arcata ("City" or "Landlord"), and County of Humboldt, a political subdivision of the State of California ("County" or "Tenant").

RECITALS

- A. City is the owner of real property ("Real Property") located at 500 7th Street, Arcata, CA. In 1983, the City received a grant from the California Division of Libraries, Department of Education with which to construct a public library on a portion of the Real Property ("Library Construction Grant"). The Library Construction Grant required that the constructed building be devoted exclusively to public library purposes for the useful life of the facility, or fifty (50) years, whichever is greater.
- B. Construction of said public library was completed in 1984. County has continuously operated the Arcata branch of the Humboldt County Library ("Arcata Branch Library") from this location since 1984, during which time the City has provided maintenance, repairs, and janitorial services, including refuse collection. Additionally, the City has paid utilities, including water, sewer, gas and electric services.
- C. The Real Property and the Arcata Branch Library building located on it are more particularly described in Exhibit A, attached hereto and incorporated by reference. The Real Property and the Arcata Branch Library are collectively referred to as the "Premises."
- D. The City and County desire to work collaboratively to make improvements to the Arcata Branch Library. A written lease agreement was never executed between the Parties, and both Parties now desire to formalize the County's use of the Arcata Branch Library building to continue to operate the Arcata Branch Library and to allow said improvements to be made.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Leased Premises.** Landlord leases to Tenant, and Tenant leases from Landlord the building and premises commonly referred to as the Arcata Branch Library described below ("Building," or "Premises"), for the Term and subject to the terms, covenants, agreements, and conditions later set forth, to each of which the City and County mutually agree:

Approximately Five-Thousand, Three-Hundred Seventy-Six (5,376) Square Feet
Located at 500 7th Street, Arcata, California, as shown on Exhibit A.

County shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week,

receive requests to use the Library Conference Room for the same date and time simultaneously from the County and a third party, or while the City is still processing a third-party request, the County's request shall have priority consideration.

- (c) Prohibited Actions, Hazardous Materials Storage. County shall not do or permit to be done on the Premises, nor bring or keep or permit to be brought or kept in the Premises, anything (a) which is prohibited by or in conflict with any law, ordinance, or governmental rule or, (b) which is prohibited by the City's fire insurance policy, a copy of which City shall provide to County to be binding or, (c) which will increase the existing rate of or affect fire or other insurance on the Building or its contents or cause a cancellation of any insurance policy covering the Building or any part of it or its contents. Tenant shall not use or store in the Premises any hazardous or toxic substances, with the sole exception of reasonably necessary substances that are kept in reasonably necessary quantities for normal office operations, provided that their use and storage are in accordance with applicable laws.
 - (d) Non-Interference. County shall not do or permit anything to be done on the Premises that will obstruct or interfere with the rights of other parties using the Real Property, parking area, or Library Conference Room; or, that will injure or annoy them.
 - (e) No Nuisance. County shall not cause, maintain, or permit any nuisance or waste on or about the Premises.
 - (f) No Smoking. Pursuant to Humboldt County Code Sections 971-1, *et seq.* and Arcata Municipal Code Section 5703, smoking is prohibited in all City buildings and within thirty (30) feet from any exterior wall or facade. County shall comply with said provisions and ensure that Library patrons also comply.
4. Consideration. The consideration for County's continued use of the Premises is the public purpose of the County's continued operation of a public library for the benefit of the community. As long as the Premises' continued use is for this purpose there shall be no monetary exchange of rent.
5. Condition of Building. County acknowledges that City has permitted County's possession and use of the Premises since 1984 without a written lease agreement. County accepts continued possession of the Premises in its "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Premises and/or the property on which the Premises are located, and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways. City agrees to allow County to continue operations of the Arcata Branch Library as it has historically operated since 1984, subject to the terms and provisions of this Lease.
6. Services, Utilities.
- (a) The City shall furnish the following services during the times and in the manner that these services are customarily furnished to City public buildings: (i) electricity, (ii) water, (iii)

decorative improvements, none of which shall affect Building systems or the structure of the Building, and the repainting or recarpeting of the Premises, shall not constitute Alterations. All Alterations shall immediately become City's property and, at the end of the Term, shall remain on the Premises without compensation to County, unless City elects by notice to County to have County remove any Alterations that are peculiar to County's use of the Premises and are not normally required or used by other tenants. In this event, County shall bear the cost of restoring the Premises to their condition prior to the installment of the Alterations. When plans and specifications for any Alterations are approved by Landlord pursuant to this Section, Landlord shall advise Tenant on request whether proposed Alterations would entitle Landlord to require their removal and restoration of the Premises at the end of the Term.

- (b) ADA Improvements. The Parties acknowledge a shared intent to make improvements consistent with the Americans with Disabilities Act (ADA), herein the "ADA Improvements" on the Premises and Real Property. Duties and responsibilities concerning the development of plans and specifications for, and the construction of the ADA Improvements shall be determined in a separate agreement between the Parties. The final plans and specifications shall be subject to approval by City, which shall not be unreasonably withheld or delayed. Construction scheduling is subject to advance approval by and coordination with the City. The City retains the right to reasonably determine the construction schedule as may be needed to minimize interference with the City's use of the Real Property.
 - (c) ADA Inspection. A Certified Access Specialist (CASP) can inspect the Premises and determine whether the Premises comply with all of the applicable accessibility standards under local, state and federal law. City may not prohibit County from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the County, if requested thereby. 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 ensure compliance with any and all applicable local, state and federal accessibility standards within the Premises.
 - (d) Liens. Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Landlord may have posted on the Premises any notices that may be provided by law or that Landlord may deem proper for the protection of Landlord, the Premises, and the Building from those liens. Tenant may contest any lien for which Tenant is responsible under this Section, provided that Tenant shall have caused the lien to be bonded against.
8. Repairs. At all times during the term of this Lease and at Tenant's sole cost, Tenant shall keep the Premises in good condition and repair; ordinary wear and tear and damage to the Premises by fire, earthquake, or act of God or the elements are excepted. Tenant waives all rights to make repairs at the expense of Landlord or instead to vacate the Premises, and Tenant further waives the provisions of Civ. Code §§1941 and 1942 with respect to Landlord's obligations under this Lease. At the end of the term of this Lease, Tenant shall surrender to Landlord the Premises and all Alterations that are to remain in the Premises in the same condition as when received;

- (d) In the event of any damage to or destruction of the Premises or the Building, Landlord and Tenant agree that their respective rights and obligations are to be governed by this Lease and applicable law.

10. Indemnification.

- (a) County shall indemnify, release, defend and hold harmless City 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 use of the Premises, 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 City. County shall indemnify, release, defend, and hold harmless City and its officers, officials, employees, and volunteers, against any damages, claims, or other liability resulting from County's alteration or improvements to the Premises; and installation, repair, or maintenance of the telecommunications equipment, Trade Fixtures or any signage. County releases City from all losses, claims, injuries, damages, or other liability, including, but not limited to, consequential damages, whether to persons or property and no matter how caused, in any way connected with the interruption of telecommunications services due to the failure of any telecommunications equipment. Acceptance of insurance, if required by this Lease, does not relieve County from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by County's operations regardless if any insurance is applicable or not.
- (b) City 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 City'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.

11. Insurance.

- (a) County's Insurance. Without limiting County's indemnification provided herein, County 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 County, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance. Comprehensive or

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 City, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- i. Includes contractual liability.
 - ii. 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."
 - iii. Contains a cross liability, severability of interest or separation of insureds clause.
 - iv. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to City and in accordance with the Notice provisions set forth under section 24 of this Lease. It is further understood that County shall not terminate such coverage until it provides City with proof satisfactory to City that equal or better insurance has been secured and is in place.
 - v. County shall furnish City with certificates and original endorsements effecting the required coverage of this Lease by City.
- (2) County shall furnish City with certificates and original endorsements effecting the required coverage prior to execution of this Lease by City. The endorsements shall be on forms as approved by City's Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars and zero cents (\$100,000.00) shall be disclosed to and approved by City.
- (3) City is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and County shall be required to purchase additional coverage to meet the aggregate limits set forth above. If County does not keep all required policies in full force and effect, City may, in addition to other remedies under this Lease, take out the necessary insurance, and County agrees to pay the cost of said insurance.

B. City.

- (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 City. 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:

of fire underwriters or other similar body now or in the future constituted; with any direction or occupancy certificate issued by public officers ("Legal Requirements") insofar as they relate to the condition, use, or occupancy of the Premises. Excluded are: (a) structural changes or changes to the electrical, mechanical, or plumbing systems of the Building, all to the extent not necessitated by Tenant's acts or by improvements made for Tenant, other than the tenant improvements to be made pursuant to this Lease by Landlord, if any; (b) alterations or improvements to the Building as a whole or the Premises of tenants generally that are not by law the tenants' responsibility with which to comply; and (c) work necessitated by defects in the construction of the Building. Landlord shall comply in a timely manner with all Legal Requirements that are not Tenant's responsibility under this Section to the extent noncompliance would adversely affect Tenant's use or occupancy of the Premises.

14. Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord assign or hypothecate this Lease or any interest in this Lease, sublet the Premises or any part of them, or license the use of the Premises by any party other than Tenant. Neither this Lease nor any interest in this Lease shall be assignable without the written consent of Landlord, which shall not be unreasonably withheld or delayed. Any of the previous acts without consent shall be void and shall, at the option of Landlord, constitute a noncurable default under this Lease. In connection with each consent requested by Tenant, Tenant shall submit to Landlord the terms of the proposed transaction, the identity of the parties to the transaction, the proposed documentation for the transaction, and all other information reasonably requested by Landlord concerning the proposed transaction and the parties involved.

15. Entry by Landlord. Landlord may enter the Premises at reasonable hours and, except in the event of an emergency, on reasonable prior notice, to: (a) inspect the Premises; (b) determine whether Tenant is complying with all obligations under this Lease; (c) supply janitorial service and any other services to be provided by Landlord under this Lease; and (d) make repairs or perform maintenance required of Landlord by this Lease, make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Building. However, all this work shall be done as promptly as reasonably possible and cause as little interference to Tenant as reasonably possible. At all times Landlord shall have a key with which to unlock the doors on the Premises. In an emergency, Landlord shall have the right to use this key or any other means that Landlord deems proper to open Tenant's doors and enter the Premises. Entry to the Premises by Landlord in an emergency shall not be construed as a forcible or unlawful entry, a detainer, or an actual or constructive eviction of Tenant.

16. Events of Default. The following events shall constitute events of default under this Lease (each an Event of Default):

- (a) a default by Tenant in the performance of any of the terms, covenants, agreements, or conditions in this Lease, and the continuation of the default beyond thirty (30) days after notice by Landlord or, if the default is curable and would require more than thirty (30) days to remedy, beyond the time reasonably necessary for cure; provided, however, that if Tenant has defaulted in the performance of the same obligation two (2) or more times in twelve (12) months and notice of the default has been given by Landlord in each instance, no notice shall be required after this until the expiration of twelve (12) months without any

allowed under this Lease, Landlord may, without waiving or releasing Tenant from any obligations of Tenant, make payment or perform other acts required by this Lease on Tenant's behalf. All sums paid by Landlord and all necessary incidental costs shall be payable to Landlord on demand and shall constitute rental under this Lease.

21. **Attorney Fees.** If, as a result of a breach or default under this Lease, either party uses an attorney to secure compliance with Lease provisions, to recover damages, to terminate this Lease, or to evict Tenant, the non-prevailing party shall reimburse the prevailing party, on demand, for all reasonable attorney's fees and expenses incurred by the prevailing party.
22. **Waiver.** The waiver by either party of any agreement, condition, or provision contained in this Lease shall not be deemed to be a waiver of any subsequent breach of the agreement, condition, or provision or any other agreement, condition, or provision contained in the Lease, nor shall any custom or practice that may arise between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of the non-defaulting party to the performance by the defaulting party in strict accordance with these terms. Similarly, Tenants waiver of a Landlord breach does not preclude tenant enforcing subsequent events of default by Landlord.
23. **Notices and Consents.** All notices, consents, demands, and other communications from one (1) party to the other that are given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been fully given when delivered, including delivery by commercial delivery services or facsimile transmission, or if deposited in the United States mail, certified or registered, postage prepaid, when received or refused. All notices, consents, demands, and other communications shall be addressed as follows: to Tenant at the address specified below, or to another place or person as Tenant may designate in a notice to Landlord, or delivered to Tenant at the Premises; to Landlord at the address specified below, or to another place as Landlord may designate in a notice to Tenant.

Notice to Landlord:

Name: Karen Diemer
Title: City Manager
Address: 736 F Street
Arcata, CA 95521

Email: citymgr@cityofarcata.org
Fax: (707) 822-8018

Notice to Tenant:

Name: County of Humboldt
Title: Public Works – Real Property
Address: 1106 Second Street
Eureka, CA 95501

Email: jfisher1@co.humboldt.ca.us
Fax: (707) 445-7409

24. **Authority.** Each person executing this Lease on behalf of a party warrants that the party is an authorized and existing entity, that it is qualified to do business in California, that it has the right and authority to enter into this Lease, and that each person signing on behalf of the entity is authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Lease effective on the date set forth above.

CITY OF ARCATA, LANDLORD:

By: [Signature]
Name: Karen Diemer
Title: City Manager

Date: 6.7.23

COUNTY OF HUMBOLDT, TENANT:

By: [Signature]
Name: Steve Madrone
Title: Chair of BOS

Date: 6/27/23

By: _____
Name: _____
Title: _____

Date: _____

APPROVAL OF INSURANCE REQUIREMENTS BY LANDLORD:

By: [Signature]

Date: 6/9/2023

APPROVAL OF INSURANCE REQUIREMENTS BY TENANT:

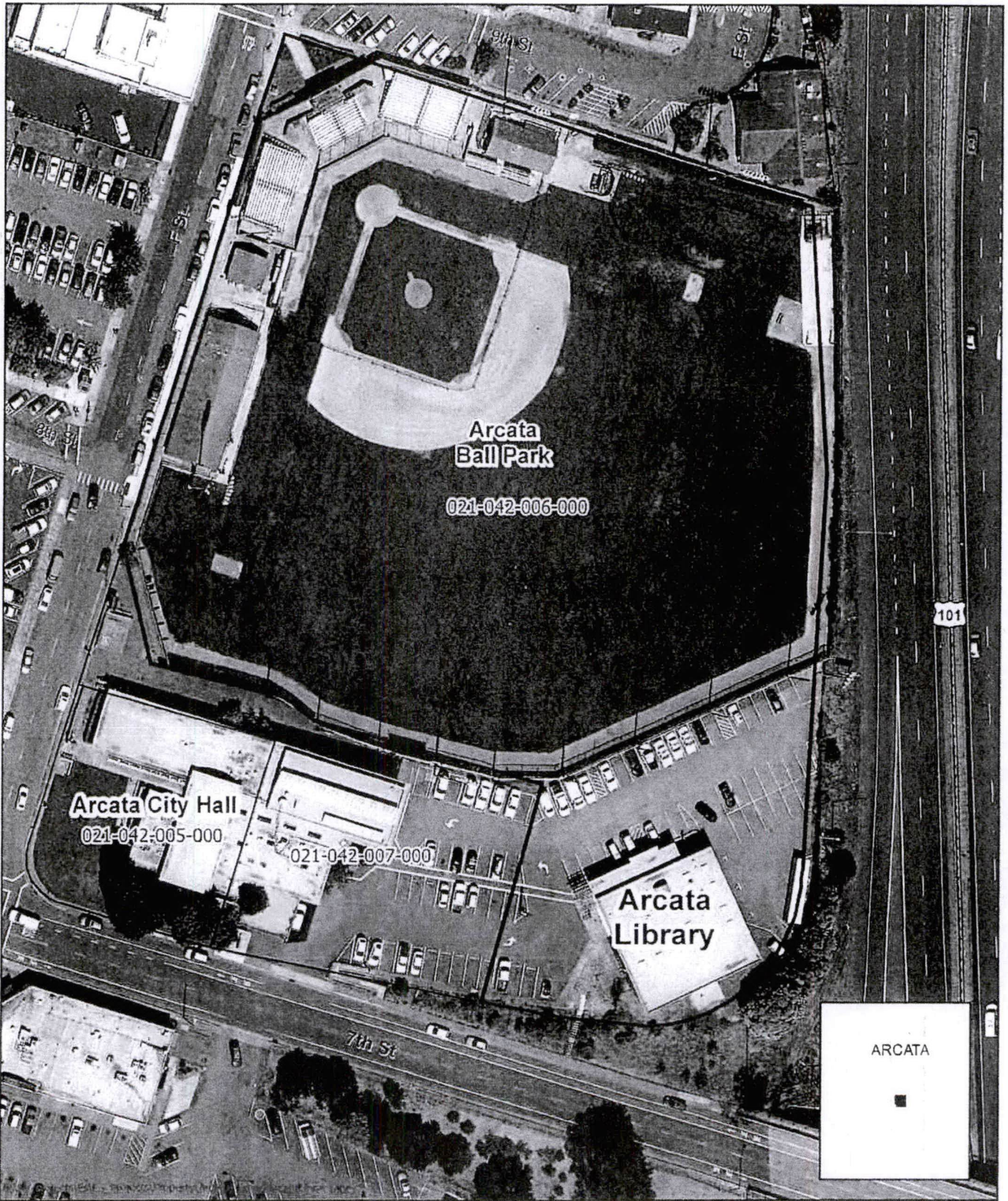
By: Krista Freeman

Date: 06-14-2023

APPROVED AS TO FORM BY CITY ATTORNEY:

By: [Signature]

Date: June 9, 2023



Arcata
Ball Park

021-042-006-000

Arcata City Hall

021-042-005-000

021-042-007-000

Arcata
Library

ARCATA



City of Arcata
Environmental Services



1:1,000 1 inch = 83 feet



Map Projection: Lambert Conformal Conic
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane California I FIPs 0401 Feet

Arcata Library

500 7th St

Sheet
1 of 1

Date: 1/25/2023