

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to the Lease entered into on June 28, 2005, and amended on June 24, 2008, May 21, 2013, and on May 15, 2018 by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and RACHEL JILL HEMMERT FAMILY TRUST, hereinafter called LESSOR, is entered into this _____ day of _____, 2019.

WHEREAS, the parties entered into a Lease for the use of the premises at 824 Harris Street, Suite B, Eureka, California for the purpose of office space; and

WHEREAS, COUNTY and LESSOR desire to amend the Lease as specified due to a clerical error; and

WHEREAS, this amendment is to memorialize an agreement for the landscaping costs starting on September 1, 2018; and

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 10, MAINTENANCE AND REPAIRS, of this Lease shall be amended to read as follows:

During the term of this Lease or any extension thereof, LESSOR shall maintain the premises in good repair and tenantable condition so as to minimize breakdowns and loss of COUNTY'S use of the premises caused by deferred or inadequate maintenance. LESSOR shall be responsible for all maintenance and repairs to the premises including, but not limited to, the interior and exterior of the building, parking lot, HV Unit, fire extinguishers, and window glass, except for the following:

- A. Light bulbs.
- B. Minor plumbing, such as repairing of faucets, toilets, and the unstopping of toilets and sinks.
- C. Any repairs caused by negligence of COUNTY personnel.
- D. Any repairs to phone system, computers, or security system or installation thereof.

The HVAC system shall be maintained and operated by LESSOR to provide at least the quantity of outdoor air required by the State Building Standards Code, Title 24, California Administrative Code, in effect at the time the building permit was issued.

The HVAC system shall be inspected each year by a qualified inspector. LESSOR shall notify COUNTY when the inspection shall occur. LESSOR shall provide COUNTY with a copy of the inspection report within two (2) days of receipt by LESSOR. LESSOR shall correct any problems found during the inspection within ten (10) days of the date of the inspection.

LESSOR shall change the HVAC filters quarterly.

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LESSOR shall clean the HVAC vents quarterly.

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

LESSOR shall have ten (10) days after notice from COUNTY to commence to perform its obligations under this paragraph, except that LESSOR shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by COUNTY. If LESSOR does not perform its obligations within the time limitations in this paragraph, COUNTY, after notice to LESSOR, can perform the obligations and has the right to be reimbursed for the sum COUNTY actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of LESSOR'S obligations. If LESSOR does not reimburse COUNTY within ten (10) days after demand from COUNTY, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until COUNTY is reimbursed in full. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within two (2) days after the oral notice or demand is made. Such confirmation shall be made as provided in paragraph 26, "NOTICE".

Landscaping costs shall be divided equally between the tenant of 824 Harris Street Suite A and COUNTY, with monthly invoicing to the COUNTY in the amount of Fifty Dollars (\$50.00), starting on September 1, 2018. Any increase in landscaping costs shall also be divided equally between the tenant of 824 Harris Street Suite A and COUNTY.

2. In all other respects, the Lease between the parties entered into June 28, 2005, and amended on June 24, 2008, May 21, 2013, and on May 15, 2018, shall remain in full force and effect.

Signatures on next page

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Lease dated June 28, 2005, and amended on June 24, 2008, May 21, 2013, and on May 15, 2018, on the date indicated above.

LESSEE: COUNTY OF HUMBOLDT

**LESSOR: RACHEL JILL HEMMERT,
Trustee RACHEL JILL HEMMERT
FAMILY TRUST**

BY:

CHAIRPERSON
BOARD OF SUPERVISORS

BY:

Rachel Jill Hemmert

ATTEST:

TITLE:

*Trustee Rachel Jill Hemmert
Family Trust*

(SEAL)

BY:

CLERK OF THE BOARD