

**SECOND AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CHRISTOPHER J. ROHRS**

This Second Amendment to the Lease Agreement dated June 5, 2018, as amended on May 7, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Christopher J. Rohrs, a sole proprietor, hereinafter referred to as LESSEE, is entered into this 22 day of September, 2022.

WHEREAS, COUNTY owns and operates the real property located at 825 Fifth Street, Eureka, California, commonly known as the Humboldt County Courthouse; and

WHEREAS, on June 5, 2018, the parties entered into a Lease Agreement regarding the operation of the Smoke House Café within the Humboldt County Courthouse; and

WHEREAS, the initial term of the Lease Agreement covered the period of June 5, 2018 to September 30, 2019, with options to extend on a year-to-year basis until September 30, 2023; and

WHEREAS, on May 7, 2019, COUNTY and LESSEE agreed to amend the Lease Agreement in order to increase the monthly rental payments due thereunder and modify the maintenance requirements set forth therein; and

WHEREAS, on October 8, 2019, COUNTY and LESSEE agreed to extend the term of the Lease Agreement to September 30, 2020 in accordance with the terms and conditions set forth therein; and

WHEREAS, on April 28, 2020, COUNTY and LESSEE agreed to a temporary waiver of monthly rental payments required pursuant to the terms and conditions of the Lease Agreement, until further notice, due to complications caused by the COVID-19 pandemic; and

WHEREAS, on October 27, 2020, COUNTY and LESSEE agreed to extend the term of the Lease Agreement to September 30, 2021 in accordance with the terms and conditions set forth therein; and

WHEREAS, on July 13, 2021, COUNTY and LESSEE agreed to extend the term of the Lease Agreement to September 30, 2022 in accordance with the terms and conditions set forth therein; and

WHEREAS, on July 13, 2021, COUNTY and LESSEE agreed to rescind the temporary waiver of monthly rental payments required pursuant to the terms and conditions of the Lease Agreement; and

WHEREAS, on September 14, 2021, COUNTY and LESSEE agreed to resume the temporary waiver of monthly rental payments required pursuant to the terms and conditions of the Lease Agreement, until further notice, due to complications caused by the COVID-19 pandemic; and

WHEREAS, on September 27, 2022, COUNTY and LESSEE agreed to rescind the temporary waiver of monthly rental payments required pursuant to the terms and conditions of the Lease Agreement; and

WHEREAS, COUNTY and LESSEE now desire to further amend the Lease Agreement in order to extend the term thereof and modify the payment, inventory, operational, inspection and execution requirements set forth therein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 3 – Term of Lease of the Lease Agreement is hereby amended to read as follows:

3. TERM OF LEASE:

- A. The initial term of this Lease shall begin upon execution by both parties and shall remain in full force and effect until September 30, 2019, unless extended, or sooner terminated, as set forth herein.
- B. Upon mutual agreement by COUNTY and LESSEE, the Lease term may be extended on a year-to-year basis, but not beyond September 30, 2022. Effective October 1, 2022, the Lease term will be on a month-to-month basis. If LESSEE wishes to end the Lease term, LESSEE shall notify COUNTY in writing thirty (30) days prior to the end of the following month.

2. Section 4 – Rent of the Lease Agreement is hereby amended to read as follows:

4. RENT:

LESSEE shall pay to COUNTY the sum of Four Hundred Forty Five Dollars (\$445.00) per month as rent for the leased Premises. Rent shall be paid in arrears on the first (1st) day of each succeeding month. Any and all rental payments submitted pursuant to the terms and conditions of this Lease shall be sent to COUNTY at the following address:

COUNTY: County of Humboldt
Attention: Purchasing Department
825 Fifth Street, Room 112
Eureka, California 95501

3. Section 20 – Operation of Premises of the Lease Agreement is hereby amended to read as follows:

20. OPERATION OF PREMISES:

- A. LESSEE shall operate the Smoke House Café a minimum of six and one-half (6.5) hours per day from 7:30 a. m. to 2:00 p.m., Monday through Friday. The Smoke House Café shall be closed on all holidays or upon mandated closure by the Board of Supervisors when the Courthouse is not open for business.
- B. Several areas of the Courthouse are subject to remodeling during the term of this Lease. It is understood by LESSEE that this may result in less business during some aspects of the remodeling.
- C. LESSEE is aware that time is of the essence for those with half hour lunches. LESSEE agrees to provide fast, efficient service and to offer a variety of food, including, without limitation, vegetarian and low-fat items. All prices charged for food, goods and/or services supplied to the public on, or from, the premises shall be fair and reasonable, based upon the following conditions:
 - 1. Degree of public service involved in the sale of the goods and/or services.
 - 2. Market prices charged by other competing and/or comparable businesses.

3. Reasonableness of the profit margin as related to industry wide profit margins.
 - D. LESSEE agrees that the Snack Bar will be operated and managed in a competent and efficient manner at least comparable to other well managed operations of a similar type.
 - E. LESSEE shall allow COUNTY's employees to bring and eat their own food in the dining area of the Premises.
 - F. LESSEE shall at all times retain active, qualified, competent and experienced personnel to supervise LESSEE's operation and shall require them to be properly dressed, clean, courteous, efficient and neat in appearance at all times.
 - G. LESSEE shall not employ any person(s) in or about the Premises who shall use offensive language or act in a loud, boisterous or otherwise improper manner.
 - H. LESSEE will be allowed to shut the Premises down for two (2) weeks per year, at a time to be approved by the Director of Public Works or a designee thereof.
4. Section 39 – Review by Certified Access Specialist is hereby amended to read as follows:

39. REVIEW BY CERTIFIED ACCESS SPECIALIST:

- A. The Premises has undergone an Americans with Disabilities Act Access Compliance Assessment.
 - B. The Premises have not been issued a disability access inspection certificate. Pursuant to California Civil Code Section 1938(e), a Certified Access Specialist ("CASp") can inspect the Premises and determine whether the Premises complies 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 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.
5. The Lease Agreement is hereby amended to include Section 40 – Counterpart Execution:

40. COUNTERPART EXECUTION:

This Lease, and any amendments hereto, may be executed in one (1) or more counterparts, each of 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. This Lease, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Lease, 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 Lease and any amendments hereto.

6. The Lease Agreement is hereby amended to include Section 41 – Authority to Execute:

41. AUTHORITY TO EXECUTE:

Each person executing this Lease represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligation hereunder have been duly authorized.

7. The Lease Agreement is hereby amended to delete Exhibit B – Inventory List (“Exhibit B”) and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.

8. Except as modified herein, the Lease Agreement dated June 5, 2018, as amended on May 7, 2019, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Lease Agreement, and any prior amendments thereto, the provisions of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the first date written above.

CHRISTOPHER J. ROHRS:

By: 
Christopher J. Rohrs

Date: 9/22/22

COUNTY OF HUMBOLDT:

By: _____
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

Exhibit B – Inventory List

Snack Bar Inventory List - 8-15-22

County Property

Asset ID	Quantity	Description	Make	Model	NOTES
115462104	1	CABINET-PASTRY	TRUE	TUC-27G	
115729101	1	CART-MISCELLANEOUS	SECO	5 SHELF	
115672103	1	CASH REGISTER	TEC	MA-516	
115566101	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
102	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
103	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
104	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
105	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
106	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
107	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
108	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
109	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
110	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
111	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
112	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
113	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
114	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
115	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
116	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
117	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
118	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
119	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
120	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
121	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
122	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
123	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
124	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
125	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
126	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
127	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
128	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
129	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
130	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
131	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
132	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
133	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
134	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
135	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
136	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
137	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
138	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
139	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
140	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	

141	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
142	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
143	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
144	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	
145	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	Storage
146	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	Storage
147	1	CHAIR, DINETTE	HIGH BACK	DINING CHAIRS	Storage
115178101	1	COUNTER TOPS	WOOD SHELF	Bench	
115441001	1	DEEP FRYER	WELLS	F-556	Stainless Steel
115457103	1	FOOD & BEV COUNTER	STAINLESS	HW & COFFEE	
115457104	1	FOOD & BEV COUNTER	STAINLESS	CONDIMENT STR	
115438105	1	FREEZER	ARTIC AIR	F22CW10	Storage
115435	1	MEAT SLICER	HOBART	410	
115451101	1	OVEN-CONVECTION	TOASTMASTER	C019	
FAM00000596	2	Refrigeration Unit	TRUE	GDM-12	w/Glass doors
115437103	1	REFRIGERATOR	TRUE	T3S	Storage
115862101	1	SAFETY EQUIPMENT	RANGE GUARD	FIRE SYSTEM	
FAM00000598	1	Sandwich Unit	TRUE	TSSU-48-12	
FA0000016856	1	Sink & Grease Removal Syst			
115411101	1	SINKS	STAINLESS	TABLE W/SINK	
115439101	1	STOVE-ELECTRIC	STAINLESS	BACKBAR DF-4	
115217101	1	TABLE-DINING			
102	1	TABLE-DINING			
103	1	TABLE-DINING			
104	1	TABLE-DINING			
105	1	TABLE-DINING			
106	1	TABLE-DINING			
115216101	1	TABLE-UTILITY W/RACK	STAINLESS	LOW & HI SHELF	
115216102	1	TABLE-UTILITY W/RACK	STAINLESS	LOW & HI SHELF	
	2	TABLES-DINING 52"x 52"			
	1	ADA TABLE			
FAM00000599	1	Undercounter Dishwasher	HOBART		

Chris Rohrs Ownership - Equipment

Portable Refrigerated Salad Bar
Manitorwac Ice Maker and Bin
LaSpaziale Espresso Machine
Electroux Cooler
Large True Cooler (Coke)
Large True Cooler (Pepsi)
Small True Cooler (Pepsi)
Kitchen Aide Commercial 5 qt mixer
Counter top Cold Masters (Starbucks)
Food Ninja Commerical Bleder/food processor
Immersion Blender
Candy, Gum and Chips racks
Avanti Freezer