

**AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
PWM, INC.**

FOR FISCAL YEARS 2012-2013 THROUGH 2025-2026

This Second Amendment to the Lease Agreement dated March 26, 2013, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and PWM, Inc. a California corporation, hereinafter referred to as "LESSOR," is entered into this 26th day of March, 2024.

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS"), desired to lease office space located at 605 K Street, Eureka, California for the purpose of conducting certain DHHS Programs; and

WHEREAS, on March 26, 2013, COUNTY and LESSOR entered into a Lease Agreement regarding the use of the real property located at 605 K Street, Eureka, California; and

WHEREAS, on December 12, 2017, COUNTY and LESSOR agreed to extend the term of the Lease Agreement through March 31, 2023; and

WHEREAS, on March 21, 2023, COUNTY and LESSOR amended the 2013 Lease Agreement extending the termination date from March 31, 2023 to March 31, 2024; and

WHEREAS, COUNTY and LESSOR now desire to amend certain provisions of the Lease Agreement in order to further extend the term thereof.

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

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

4. TERM OF LEASE:

This Lease shall begin on April 15, 2013 and shall remain in full force and effect until December 31, 2026, unless extended by a valid amendment hereto or sooner terminated as set forth herein. Any holding over beyond the term of this Lease with LESSOR's consent shall be a month-to-month tenancy which is subject to all of the terms and conditions set forth herein.

2. Section 37 – Inspection of Premises by Certified Access Specialist shall be added to this Lease to read as follows:

37. INSPECTION OF PREMISES BY CERTIFIED ACCESS SPECIALIST:

A. The Premises have undergone an Americans 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 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.

3. Section 38 – Accessibility Compliance shall be added to this Lease to read as follows:

38. ACCESSIBILITY COMPLIANCE:

LESSOR 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 responsible for ADA barrier removals as delineated in Exhibit C – ADA Access Compliance Assessment (the “ADA Assessment Report”) or other subsequent CASp inspection report. Any fees for CASp inspections shall be paid by the party requesting the inspection.

B. COUNTY is responsible for ADA barriers as delineated in Exhibit C. Any fees for CASp inspections shall be paid by the party requesting the inspection.

C. LESSOR shall complete all accessibility barrier removals as identified in Exhibit C and detailed in Exhibit D by June 30, 2025. Proposed solutions in Exhibits C and D are for informational purposes. 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, 2025, COUNTY shall complete said accessibility barrier removals and obtain accessibility compliance and subtract all associated costs including interests at the maximum rate COUNTYTY 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 law, standards, and regulations including, but not limited to, ADA for accessibility barriers not identified and/or listed in Exhibit C.


F. In the event COUNTY is named and confirmed as violating any barriers identified

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

PWM, INC.:

By: 

Date: 3/21/24

Name: Mike Smith

Title: CFO


By: 

Date: 3/21/24

Name: Hewitt Neagle

Title: CTO

COUNTY OF HUMBOLDT:

By: 
Rex Bohn, Chair
Humboldt County Board of Supervisors

Date: 3-26-24

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 4/8/24

to be LESSOR's responsibility in Exhibit C prior to the June 30, 2025 barrier removal completion date, the LESSOR shall rectify the violation upon an agreed upon date with COUNTY. If the date cannot be agreed upon within 15 days of the start of its negotiations, then the COUNTY shall complete said barrier removal 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.

4. Exhibit C – ADA Access Compliance Assessment shall be attached to and included in this Lease.
5. Exhibit D – 605 K St, Eureka ADA Punchlist shall be attached to and included in this Lease.
6. Except as modified herein, the Lease Agreement dated March 26, 2013 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Lease Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

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