



COUNTY OF HUMBOLDT

Master

File Number: 20-1098

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Type: Resolution

Status: Passed

Version: 1

Agenda Section: Consent

Department: Public Works

File Created: 08/24/2020

Subject:

Final Action: 09/15/2020

Title: First Lease Amendment and First Two-Year Option at 100 H St in Eureka

Internal Notes:

Agenda Date: 09/15/2020

Agenda Number: 23.

Sponsors:

Enactment Date:

Attachments: Staff Report, Attachment A - 2017-10-03 BOS Lease for offices at 100 H St.pdf, Attachment B - 2020-9-15 Exercise 100 H Office Option Letter.docx, Attachment C - 2020-9-15 100 H St Lease Amendment, Attach D - Exhibit B - ADA Access Compliance Assessment - Environmental Health - 3-6-2020.pdf, Attach E - Exhibit A - Open ADA Barrier responsible parties.docx, Executed 2020-9-15 100 H St Lease Amendment.pdf

Enactment Number:

Recommendation:

Public Notice Date:

Drafter: jfisher1@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	09/15/2020	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 20-1098

To: Board of Supervisors

From: Public Works

Agenda Section: Consent

SUBJECT:

First Lease Amendment and First Two-Year Option at 100 H St in Eureka
..end

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the first option to extend the Lease with Rynecki & Rynecki, LLC. for office space at 100 H Street, Eureka through Nov. 30, 2022;
2. Approve the first lease amendment with Rynecki & Rynecki, LLC. for office space at 100 H Street, Eureka; and
3. Authorize Public Works Real Property to send a notice to Lessor that county is exercising the option to extend the lease through Nov. 30, 2022.

SOURCE OF FUNDING:

Public Health Fund

DISCUSSION:

On Oct. 3, 2017, the Department of Health and Human Services, (DHHS) Public Health entered into a lease with Rynecki and Rynecki, LLC for office space at 100 H St, Eureka which will terminate on Nov. 30, 2020. This lease (Attachment A) allows two (2) two (2) year options to extend the lease under the same terms and conditions.

DHHS would like to continue tenancy of the office space at 100 H Street by exercising the first two (2) year option to the extend the lease. Public Works is requesting Board approval to exercise the option by authorizing Public Works staff to send the Option Letter (Attachment B) to the Lessor. The office space at 100 H Street provides DHHS, Public Health's Environmental Health Division staff with the needed office space and facilities. It has allowed staff to perform their duties and to provide clients with an array of services.

This First Amendment (Attachment C) shall add the county's required American with Disabilities Act (ADA) language to the lease. In addition, the amendment shows the Lessor agrees to remove the ADA barriers shown in Attachment E and detailed in Attachment D by Jun. 30, 2021.

FINANCIAL IMPACT:

Rent for 100 H Street is \$9,867.99 per month, about \$118,415 per year. Rent shall be adjusted annually on December 1st of each year to reflect the Consumer Price Index (CPI), with a maximum increase or decrease currently of three %. These costs are included in the approved budget for fiscal year 2020-21 in fund 1175, budget unit 406, Env Health Consumer Protection. There will be no impact on the General Fund.

STRATEGIC FRAMEWORK:

This action supports your Board's Strategic Framework by creating opportunities for improved safety and health .

OTHER AGENCY INVOLVEMENT:

Public Works

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the option to extend through Nov. 30, 2022; however, this is not recommended as DHHS, Public Health's Environmental Health Division will require an alternate nearby ADA compliant, 6,730 square foot office, with secure parking.

ATTACHMENTS:

Attachment A - 2017-10-03 100 H St Lease

Attachment B - Letter to owner exercising the first two-year option

Attachment C - 2020-9-15 First Amendment to Lease at 100 H St

Attachment D - 2020-3-6 ADA Compliance Report at 100 H St

Attachment E - Open ADA Barrier responsible parties

PREVIOUS ACTION/REFERRAL:

Board Order No.: D8; C-14; C-8; D-19; C11

Meeting of: 09/22/09; 11/09/10; 8/25/15; 09/20/16; 10/3/2017

File No.: N/A

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FIRST AMENDMENT TO LEASE

This First Amendment to the Lease entered into on October 3, 2017, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called LESSEE, Rynecki and Rynecki, LLC., hereinafter called LESSOR, is entered into this 15 day of September, 2020.

WHEREAS, the parties entered into a Lease for the use of premises at 100 H Street, Eureka, California for the purpose of COUNTY offices; and

WHEREAS, LESSEE and LESSOR desire to amend the Lease; and

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 38, PREMISES INSPECTION BY CERTIFIED ACCESS SPECIALIST, shall be added to this Lease and shall read as follows:

The Premises have undergone an inspection by a Certified Access Specialist (CASp) on March 6, 2020. LESSEE acknowledge and agrees that a copy of the CASp report was provided to LESSEE at least forty-eight (48) hours prior to the execution of this Agreement and that the information in the CASp report shall remain confidential, except as necessary for the LESSEE to complete repairs and corrections of violations of construction-related accessibility standards that the LESSEE agrees to make.

LESSEE acknowledges that a disability access inspection certificate has not been issued for the Premises. 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.

2. Section 39, ACCESSIBILITY COMPLIANCE, shall be added to this Lease and shall read as follows:

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 A – Barrier List, and described in Exhibit B – ADA Access Compliance Assessment by SZS (the “ADA Assessment Report”).

COPY

FIRST AMENDMENT TO LEASE

B. COUNTY is responsible for all interior building accessibility and ADA requirements as delineated in Exhibit A – Barrier List, and described in Exhibit B – 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 A and described in Exhibit B by June 30, 2021. Proposed solutions stated in Exhibit A 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, 2021, 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 accessibility barriers not identified and/or listed in Exhibit B – ADA Access Compliance Assessment by SZS.

3. Section 40, COUNTERPARTS, shall be added to this Lease and shall read as follows:

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.

4. In all other respects the Lease between the parties entered into on October 3, 2017 shall remain in full force and effect.

[Signatures on Following Page]

FIRST AMENDMENT TO LEASE

FIRST AMENDMENT TO LEASE

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease dated October 3, 2017 on the date indicated above.

LESSEE: COUNTY OF HUMBOLDT

LESSOR: RYNECKI and RYNECKI, LLC.

BY: *Estelle Fennell*
CHAIRPERSON
BOARD OF SUPERVISORS
Estelle Fennell

BY: *[Signature]*

ATTEST:

TITLE: *MEMBER*
BY: *[Signature]*

(SEAL)

BY: *[Signature]*
CLERK OF THE BOARD *Ryan Sharp, Deputy*

TITLE: *Member LLC*