

**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,

subject to any security requirements and regulations that may be in effect at the time.

2. Term.

- (a) The initial term of this Lease shall commence July 1, 2023 and end December 31, 2036 ("Term"), unless sooner terminated as set forth herein.
- (b) This Lease may be extended for one additional three (3) year term upon the City Council's consent thereof and the mutual agreement of extended terms and conditions. The three (3) year extension may be initiated by County giving City written notice of its desire to extend the Lease at least ninety (90) days prior to the end of the original Term. City shall provide County a written response of its decision to approve or deny the Lease extension within at least thirty (30) days of County's request, provided County's notice is timely submitted.
- (c) If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a holdover tenant from month-to-month on the terms specified in this Lease, except those pertaining to term and option to extend. Each party shall give the other notice of intention to terminate the tenancy at least one (1) month prior to the date of termination of the holdover tenancy.
- (d) If, over Landlord's objection, Tenant holds possession of the Premises after expiration of the term of this Lease or expiration of the holdover tenancy, Tenant shall be deemed to be a tenant-at-sufferance and, without limiting the liability of Tenant for unauthorized occupancy of the Premises, Tenant shall indemnify Landlord and any replacement tenant for the Premises for any damages or loss suffered by either Landlord or the replacement tenant resulting from Tenant's failure to vacate the Premises in a timely manner.

3. Use of Premises.

- (a) Public Library Services. The Premises shall be used by County for the benefit of the public to operate the Arcata Branch library and for no other purpose. County shall be responsible for staffing the Library, providing library services, which shall be available free of charge (excepting items depicted in the Library Fee Schedule; subject to annual review and modification by the Humboldt County Board of Supervisors), and without discrimination to all members of the community, and providing furniture, office equipment, and materials which shall remain County property. Ownership of any donated furniture, equipment, fixtures and other personal property shall, at all times, remain vested in the Party to whom the donation was made as designated by the donor. County shall determine what materials will be included in the Arcata Branch Library collection and the size of the collection
- (b) Non-exclusive Use of Other Areas. County use of the Premises includes the reasonable, non-exclusive use of the parking, as available, located on the Real Property and depicted in Exhibit A. City makes no representation or guarantee of number of parking spaces available for County's use under this Lease. Additionally, County may use the Library Conference Room located in the Building based on its availability as determined by the City. Availability is generally determined on a first come basis; however, should the City

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)

sewer, (iv) heating, ventilation and air conditioning, to the extent reasonably required for the comfortable occupancy by Tenant in Tenant's use of the Premises during library open hours, (v) lighting replacement, for building standard lights, (vi) restroom supplies, (vii) window washing with reasonable frequency, (viii) functional fire extinguishers and fire alarm subscription service, and (ix) janitorial services. The City may establish reasonable measures to conserve energy and water, including but not limited to, automatic light shut off after hours and efficient lighting forms.

- (b) The City shall not be in default under this Lease, nor be liable for any damages resulting from: (i) the installation, use, or interruption of use of any equipment in connection with furnishing the previously listed services, (ii) failure to furnish or delay in furnishing these services, when failure or delay is caused by accident or conditions beyond the reasonable control of the City or by necessary repairs or improvements to the Premises or to the Building, or (iii) the limitation, curtailment, rationing, or restrictions on use of water, electricity, gas, or any other form of energy serving the Premises or the Building. Landlord shall use reasonable efforts to diligently remedy interruptions in the furnishing of these services.
- (c) In the event that the City, at the County's request, provides services to County that are not otherwise provided for in this Lease, County shall pay Landlord's reasonable charges for these services on billing by City within thirty (30) days of receiving such itemized bill.
- (d) Computer and Telecommunications Equipment and Security. Subject to City's prior written consent, County, at its own cost, may install, maintain and repair in a good and proper manner throughout the Premises the equipment and personnel needed for telecommunication systems, computer terminals, and security including, but not limited to, the following:
 - i. Telephone cable;
 - ii. Key system units;
 - iii. Intercom system;
 - iv. Telephones;
 - v. Answering machines; and
 - vi. Security/burglar alarm system.
 - vii. Roving guard system.

Upon termination of this Lease, County shall have the right to remove from the premises any such equipment installed by County; provided such equipment may be removed without causing structural damage to the Premises and County restores the Premises to good working condition after removing any such equipment.

7. Alterations, Improvements.

- (a) County shall not make or allow any alterations, additions, or improvements to the Premises or any part of the Premises (collectively, "Alterations"), without City's prior consent, which shall not be unreasonably withheld. The installation of furnishings, fixtures, equipment, or

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;

ordinary wear and tear and damage by fire, earthquake, or act of God or the elements are excepted. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Premises or any part of them, except as specifically set forth in this Lease. Landlord has made no representations respecting the condition of the Premises or the Building, except as specifically set forth in this Lease.

9. Damage or Destruction.

- (a) In the event the Premises or any portion of the Building necessary for Tenant's occupancy are damaged by fire, earthquake, act of God, the elements, or other casualty, within thirty (30) calendar days after that event, Landlord shall notify Tenant of the estimated time, in Landlord's reasonable judgment, required for repair or restoration. If the estimated time is one hundred and eighty (180) days or less after the commencement of the physical work and one (1) year or less after the casualty event, Landlord shall proceed promptly and diligently to adjust the loss with applicable insurers, to secure all required governmental permits and approvals, and to repair or restore the Premises or the portion of the Building necessary for Tenant's continued occupancy. This Lease shall remain in full force, during such time period.
- (b) If the estimated time for repair or restoration is in excess of one hundred and eighty (180) days after the commencement of the physical work or one (1) year after the casualty event, Tenant may elect to terminate this Lease as of the date of the casualty event by giving notice to Landlord within fifteen (15) business days following receipt of Landlord's notice of the estimated time for repair. If the estimated time is more than one hundred and eighty (180) days after commencement of the physical work or one (1) year after the casualty event, but Tenant has not elected to terminate this Lease, Landlord may elect, on notice to Tenant within twenty (20) business days after the period for Tenant's election to terminate has expired, to repair or restore the Premises or the portion of the Building necessary for Tenant's continued occupancy. In that event, this Lease shall continue in full force. If Landlord does not elect to repair or restore, this Lease shall terminate as of the date of the casualty event and Tenant shall be provided a reasonable time to retrieve any remaining County property on the premises. However, if Landlord has not commenced the physical repair or restoration of the Premises or the portion of the Building necessary for Tenant's occupancy within one (1) year from the casualty event, Tenant may elect to terminate this Lease by notice to Landlord given at any time following the expiration of one (1) year from the casualty event, but prior to the commencement of the physical repair or restoration work.
- (c) If the Premises or the Building are to be repaired or restored under this Section, Landlord shall repair or restore at Landlord's cost the Building itself and all improvements in the Premises, including but not limited to, any tenant improvements constructed pursuant to this Lease, but excluding Alterations made by or for Tenant subsequent to completion of those tenant improvements. Tenant shall pay the cost of repairing or restoring any Alterations made by or for Tenant subsequent to completion of the tenant improvements made pursuant to this Lease and shall be responsible for carrying casualty insurance as Tenant deems appropriate for those Alterations.

- (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

Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance. County is responsible for providing an “All-Risk” Property Insurance for the contents of the property at this location.

C. Workers’ Compensation Insurance Coverage. County certifies that County is aware of the provisions of Section 3700 of the California Labor Code and County will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of County shall be covered by workers’ compensation (or qualified self-insurance). County’s Workers’ Compensation policy shall contain or be endorsed to contain a waiver of subrogation in favor of City, its officers, agents, and employees.

(b) City’s Insurance. Without limiting City’s indemnification provided for herein, City shall 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 City, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance. “All-Risk” Property Insurance for the Premises.

C. Workers’ Compensation Insurance Coverage. If required by California law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees.

(c) Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

A. County.

(1) The Comprehensive General Liability Policy shall provide that City, its officers,

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:

- 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. Is primary insurance as regards to County of Humboldt.
 - iv. Does not contain a pro-rata, excess only, and/or escape clause.
 - v. Contains a cross liability, severability of interest or separation of insureds clause.
 - vi. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to County and in accordance with the Notice provisions set forth under section 24 of this Lease. It is further understood that City shall not terminate such coverage until it provides County with proof satisfactory to County that equal or better insurance has been secured and is in place.
 - vii. Is primary coverage to County, and insurance or self-insurance programs maintained by County are excess to City insurance and will not be called upon to contribute with it.
- (2) City shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Lease by County. The endorsements shall be on forms as approved by County'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. If City does not keep all required policies in full force and effect, County may, in addition to other remedies under this Lease, take out the necessary insurance, and City agrees to pay the cost of said insurance.
- (3) County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and City shall be required to purchase additional coverage to meet the aggregate limits set forth above.

12. Subrogation. Landlord and Tenant shall each obtain from their respective insurers under all policies of fire, theft, public liability, worker's compensation, and other insurance maintained during the term of this Lease covering the Building, or any portion of it, or operations in it, a waiver of all rights of subrogation that the insurer of one party might have against the other party. Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorney's fees, resulting from the failure to obtain this waiver.

13. Compliance with Legal Requirements. At Tenant's sole cost, Tenant shall promptly comply with all laws and governmental rules now or later in force; with the requirements of any board

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

default by Tenant;

- (b) the abandonment of the Premises; and
- (c) the levy upon this Lease or any estate of Tenant under this Lease by attachment or execution and the failure to have the attachment or execution vacated within thirty (30) days.
- (d) A default by Landlord in the performance of any terms, covenants, agreements or conditions in this Lease.

17. Termination upon Default. On occurrence of any Event of Default by either party, the non-breaching may, in addition to any other rights and remedies given here or by law, terminate this Lease and exercise remedies relating to it without further notice or demand in accordance with the following provisions:

- a. So long as the Event of Default remains uncured, the non-breaching party shall have the right to give notice of termination to the defaulting party, and on the date specified in this notice, this Lease shall terminate.
- b. If this Lease is terminated, the non-breaching party may, by judicial process, enter the Premises, remove all persons and property, all without prejudice to other remedies that non-breaching party may have because of breaching party's default or resulting termination.
- c. If this Lease is terminated pursuant to a Tenant uncured default, Landlord shall have all of the rights and remedies of a landlord provided by California Civil Code Section 1951.2, in addition to any other rights and remedies Landlord may have. The damages which Landlord may recover shall include, without limitation: (i) all reasonable legal expenses and other related costs incurred by Landlord following Tenant's default; (ii) all reasonable costs incurred by Landlord in restoring the Premises to good order and condition to relet or otherwise use the Premises; and (iii) all reasonable costs.

18. Continuation after Default. Even in the event either party has breached this Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and if Landlord is not the defaulting party, Landlord may enforce all rights and remedies under this Lease. Tenant may always enforce its rights and remedies under this Lease. Acts of maintenance or preservation or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession.

19. Other Relief. The remedies provided in this Lease are in addition to any other remedies available to the parties at law, in equity, by statute, or otherwise.

20. Right of Landlord to Cure Defaults. Agreements and provisions to be performed by Tenant under this Lease shall be performed at Tenant's sole cost, except as specifically provided in this Lease. If Tenant (a) fails to perform any act under this Lease, and this failure continues for thirty (30) calendar days after notice of the failure by Landlord, or a longer period as may be

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.

25. **Illegality or Unenforceability of Portion of Lease.** If any provision of this Lease is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Lease, and all other provisions shall remain in full force and effect.
26. **Possessory Interest Tax.** Pursuant to California Revenue and Taxation Code section 107.6, this Lease conveys to County a possessory interest that may be subject to property taxes and County may be subject to the payment of such taxes. County shall pay when due any and all taxes, fees and charges that may be levied against County's leasehold interest.
27. **Nuclear Free Clause.** By executing this Lease, each party certifies that it is not a nuclear weapons contractor, in that it is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Each party agrees to notify County immediately if it becomes a nuclear weapons contractor, as defined above. Either party may immediately terminate this Lease if it determines that the foregoing certification is false or if the other party subsequently becomes a nuclear weapons contractor.

[Signatures on Following Page]

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

CITY OF ARCATA, LANDLORD:

By:  Date: 6.7.23
Name: Karen Diemer
Title: City Manager

COUNTY OF HUMBOLDT, TENANT:

By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Name: _____
Title: _____

APPROVAL OF INSURANCE REQUIREMENTS BY LANDLORD:

By:  Date: 6/9/2023

APPROVAL OF INSURANCE REQUIREMENTS BY TENANT:

By: Krista Freeman Date: 06-14-2023

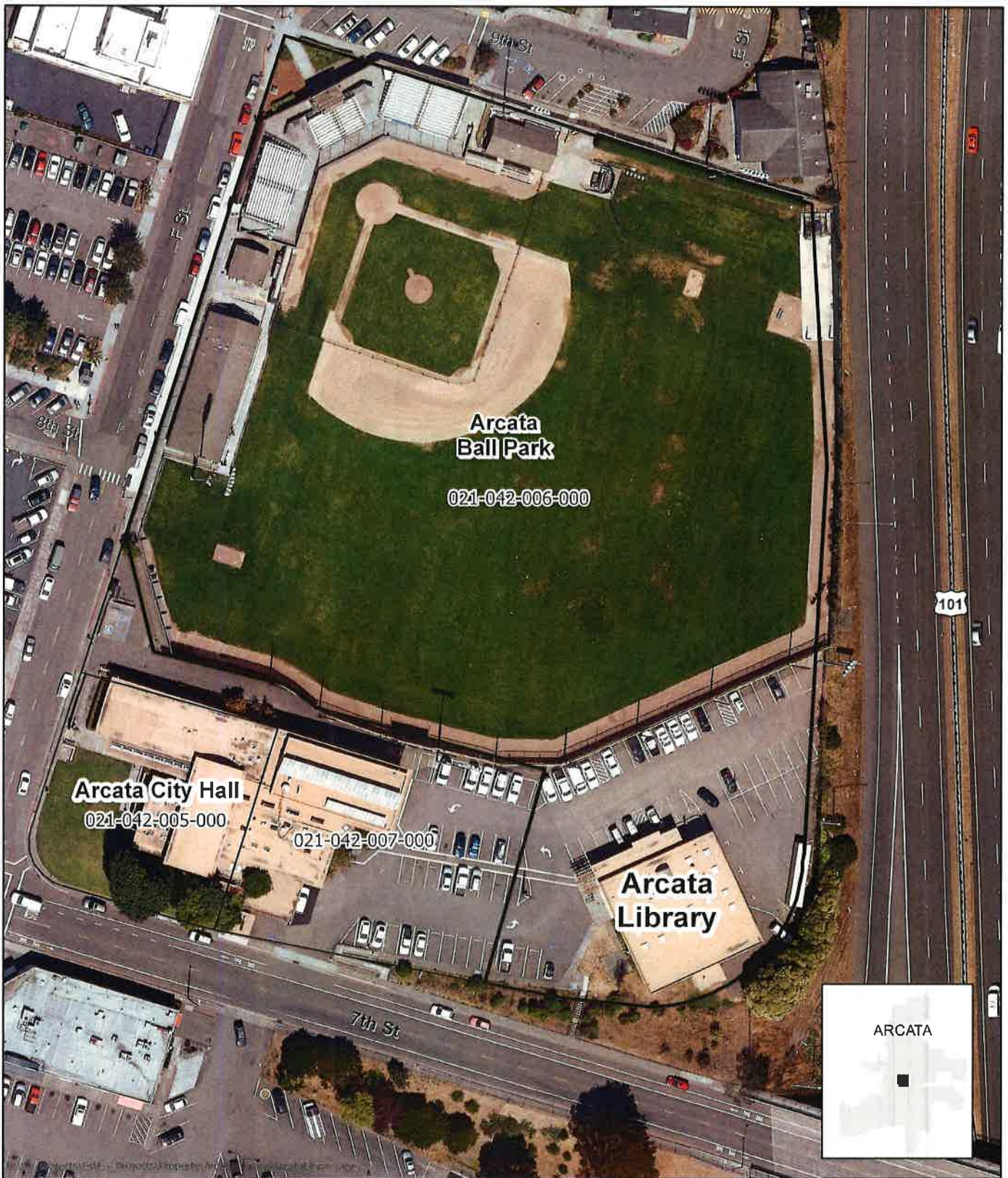
APPROVED AS TO FORM BY CITY ATTORNEY:

By:  Date: June 9, 2023

EXHIBIT A

[Depiction of Real Property and Map]





0 50 100
Feet
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