

**LEASE AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
SLACK & WINZLER PROPERTIES**

This Lease Agreement ("Lease"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Slack & Winzler Properties, a California limited liability company, hereinafter referred to as LESSOR, is made upon the following considerations:

WHEREAS, COUNTY desires to lease office space located at 433 M Street, 1211 Fifth Street, and 1215 Fifth Street, Eureka, California 95501 for the purpose of conducting certain Transition Age Youth Programs; and

WHEREAS, LESSOR is willing to lease the office space located at 433 M Street, 1211 Fifth Street, and 1215 Fifth Street, Eureka, California 95501 to COUNTY.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agreed as follows:

1. PREMISES:

Subject to the terms and conditions of this Lease, LESSOR hereby leases to COUNTY, and COUNTY leases from LESSOR, the premises located at 433 M Street, 1211 Fifth Street and 1215 Fifth Street, Eureka, California 95501, which consists of approximately five thousand three hundred (5,300) square feet of office space and twelve (12) off-street parking spaces, as more particularly described in Exhibit A – Property Description, which is attached hereto and incorporated herein by reference as if set forth in full.

2. USE OF PREMISES:

A. Intended Use. The leased premises shall be used by COUNTY for county programs or offices as determined by COUNTY. At the commencement of this lease, COUNTY intends to use the premises for the purpose of conducting certain Transition Age Youth Programs, as determined by COUNTY.

B. Unusable due to Destruction. In the event the leased premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this Lease upon written notice within seven (7) days following the date of loss. In the event the leased premises is destroyed in part by fire or other casualty, and a portion of said premises is still usable by COUNTY, the rent shall be prorated on a square footage basis of usable space until the premises are restored to their original condition. Payment of prorated rent shall not constitute a waiver of COUNTY's right to terminate this Lease as set forth herein. In the event that the leased premises is destroyed in whole or in part by fire or other casualty, and the cost of restoring the same exceeds the then remaining rental for the unused portion of the term of this Lease, LESSOR shall have the option to rebuild or to terminate this Lease. Such option shall be exercised by LESSOR by notice in writing to COUNTY within seven (7) days following the date of loss. LESSOR's option to rebuild shall not affect COUNTY's right to terminate this Lease as set forth herein.

C. Unusable due to Illegality or Condemnation. If it becomes unlawful for COUNTY to conduct

its intended operations on the premises, or if a portion of the premises or approaches thereto is condemned by public authority so that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises so that the premises becomes impossible to use, COUNTY shall have the right at any time thereafter to terminate this Lease by giving LESSOR seven (7) days advance written notice of such termination.

- D. Unusable for Intended Operations. If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, such as flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of LESSOR and COUNTY, COUNTY may terminate the Lease upon seven (7) days written notice to LESSOR; prorate the rent for the period of time the premises is unusable from a practical standpoint upon the provision of written notice to LESSOR; or (3) further extend this Lease without the requirement of the payment of rent for the period of time which the premises were unusable from a practical standpoint upon the provision of written notice to LESSOR. The remedies set forth herein are in addition to, and do not in any manner limit, any other remedies available to COUNTY.

3. QUIET ENJOYMENT:

Subject to the terms and conditions of this Lease, LESSOR shall secure to COUNTY the quiet and peaceful possession of the premises and all rights and privileges appertaining thereto.

4. TERM OF LEASE

- A. Initial Term. This Lease shall begin on October 1, 2023, and shall remain until full force and effect for a period of five (5) years until September 30, 2028, unless extended or sooner terminated as set forth herein.
- B. Extension. COUNTY has the option to extend this Lease, upon the same terms and conditions, for two (2) additional two (2) year terms. Each option may be exercised by COUNTY providing LESSOR written notice of its intent to extend the Lease ninety (90) days prior to the end of the initial term or any two (2) year term extension.
- C. Holding Over. Any holding over with LESSOR's consent beyond the term of this Lease shall be a month-to-month tenancy which is subject to all of the terms and conditions set forth herein.

5. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Lease, if LESSOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Lease without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insolvency. COUNTY may immediately terminate this Lease, if LESSOR files for bankruptcy, becomes insolvent, or makes an assignment of a substantial part of its property for the benefit of creditors.
- D. Termination due to Insufficient Funding. COUNTY's obligations under this Lease are

contingent upon the availability of local, state, and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Lease shall be terminated. COUNTY shall provide LESSOR seven (7) days advance written notice of its intent to terminate this Lease due to insufficient funding.

- E. Termination due to Misrepresentation. COUNTY may immediately terminate this Lease, if LESSOR intentionally provides COUNTY with false or misleading information or misrepresents any material fact on its application or statement to or before COUNTY, or intentionally fails to make full disclosure on its financial statement or other documents.
- F. Surrender of Premises. Upon termination of this Lease, COUNTY shall surrender the building to LESSOR in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the building which may be damaged by reason of fire, earthquake, the elements or other casualty.

6. RENT:

- A. Monthly Rental Rates. COUNTY shall pay to LESSOR the sum of Eight Thousand, Two Hundred Forty-Four Dollars and Fifteen Cents (\$8,244.15) (about \$1.55 per square foot) per month as rent for the leased premises described herein.
- B. Annual Escalation. Commencing on the first (1<sup>st</sup>) day of the month following the anniversary of the execution of this Lease, and of each year thereafter during the initial term, or any extended term of this Lease, the annual rental rate set forth herein shall be adjusted by the percentage increase shown in the revised Consumer Price Index for all items (1982-1984=100) U.S. City Average, West Cities Size B-C, as published by the United States Department of Labor, Bureau of Labor Statistics ( "Index") for the prior calendar year. In calculating this increase, the most current Index available on the date of the commencement of the prior term, and the most current Index available immediately preceding the date of annual adjustment during the extended term, shall be used. In the event the Index is either unavailable, is no longer published, or is calculated on a significantly different basis following the date of the Lease, the most comprehensive office index published which most closely approximate the rate of inflation shall be substituted in place of the Index. On adjustment of the rent in accordance with this provision, LESSOR shall execute a letter stating the adjustment. In no event shall the rent be less than Eight Thousand, Two Hundred Forty-Four Dollars and Fifteen Cents (\$8,244.15) per month. Regardless of the Consumer Price Index percentage change, the increase or decrease will be no less than two percent (2%) and not greater than four percent (4%).
- C. Payment. Rent shall be paid in advance on the first day of each month, except in the event that COUNTY's occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month.

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. Construction Requirements. LESSOR hereby covenants and warrants that the premises have been constructed and any remodeling done in accordance with any and all local, state and federal laws, regulations and standards, including, without limitation, the Americans with Disabilities Act.
- B. Licensure, Certification and Accreditation Requirements. LESSOR hereby agrees to comply with any and all applicable licensure, certification and accreditation standards or criteria



established any by local, state or federal governmental agency.

- C. Life, Safety and Fire Protection Requirements. LESSOR shall supply, install and maintain life safety and fire protection systems, including, without limitation, fire extinguishers and fire alarms in compliance with any and all applicable building and fire codes.
- D. Smoking Requirements. LESSOR hereby agrees to comply with any and all applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which prohibit smoking in any and all facilities owned, leased, licensed or otherwise controlled by COUNTY.

8. UTILITIES:

LESSOR hereby agrees to furnish, and pay for any and all charges for water/sewer supplied to, and used in, the leased spaces. County shall be responsible for the electrical and gas meters supplying suites at 433 M Street and 1211 5<sup>th</sup> Street. LESSOR shall invoice the COUNTY in the amount of Forty-Five Percent (45%) for gas and electricity for suite 1215 5<sup>th</sup> Street due to the shared meter with a non-county tenant. COUNTY agrees to pay for all refuse collection charges for the leased spaces. LESSOR agrees to pay for all charges for water and sewer supplied to, and used in, the leased premises. COUNTY shall pay for its own telephone, communications and security services.

9. JANITORIAL SERVICES:

LESSOR shall be responsible for providing any and all necessary janitorial services to the leased premises as set forth in Exhibit B – Janitorial Services, which is attached hereto and incorporated herein by reference as if set forth in full.

10. MAINTENANCE AND REPAIRS:

- A. General Maintenance Requirements. 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, without limitation, the interior and exterior of the building, including, but not limited to, exterior and interior doors with associated fixtures and flooring, landscaping, parking lot, fire extinguishers, and window glass, except for the following: light bulbs; minor plumbing, such as repairing faucets, toilets and the unstopping of toilets and sinks; any repairs caused by the negligence of COUNTY personnel; and any repairs to phone system, computers or security systems or the installation thereof.
- B. Heating, Ventilation and Air Conditioning System Maintenance Requirements. The Heating, Ventilation and Air Conditioning ("HVAC") system shall be maintained and operated by LESSOR to provide at least the quantity of outdoor air required by the state building standards 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 and clean the HVAC vents on a quarterly basis.
- C. Life, Safety and Fire Protection System Maintenance Requirements. LESSOR shall service fire extinguishers at least annually and as requested by COUNTY if more frequent service is needed.

D. Performance Requirements. LESSOR shall have ten (10) days after notice from COUNTY to begin performing its obligations set forth herein, 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 set forth herein, COUNTY, after providing notice to LESSOR, can perform the obligations and has the right to be reimbursed for the sums actually and reasonably expended, including, without limitation, charges for COUNTY labor 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 sums 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.

11. IMPROVEMENTS AND ALTERATIONS:

Upon the receipt of LESSOR's consent, which shall not be unreasonably withheld, COUNTY may, at its own cost, make non-structural alterations or improvements to the leased premises to accommodate COUNTY's use thereof, including, without limitation, installing additional equipment or fixtures, which shall include, but not be limited to: security, telephone, intercom and sound masking systems and related equipment, including, but not limited to cameras, wiring, data cable keypads and answering machines; access control devices and associated hardware; fire alarms and other life and safety devices beyond those required by to be installed by LESSOR pursuant to the terms and conditions of this Lease. Upon termination of this Lease, COUNTY shall have the right to remove from the premises any such equipment installed thereby.

12. INSTALLATION AND REMOVAL OF TRADE FIXTURES, SIGNS AND EQUIPMENT:

COUNTY may cause or permit to be installed and/or affixed to the premises such fixtures, signs and equipment as COUNTY deems desirable, and all such fixtures, signs and equipment shall remain the property of COUNTY and may be removed at any time provided that COUNTY, at its expense, shall repair any damage caused by reason of such removal. LESSOR agrees that no signs or advertising matter of any nature other than COUNTY's shall be permitted upon any of the premises. LESSOR shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities. The parties shall mutually agree upon the location, size and style of any signs.

13. REAL PROPERTY TAXES:

LESSOR shall pay any and all real property taxes and general and special assessments levied and assessed against the premises.

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. LESSOR shall indemnify, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, LESSOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Lease shall not relieve LESSOR from liability under this provision. This provision shall apply to any and all claims

for damages related to LESSOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Lease shall not be executed by COUNTY, and LESSOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting LESSOR's indemnification obligations set forth herein, LESSOR shall take out and maintain, throughout the entire term of this Lease, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of LESSOR or its agents, officers, directors, employees, licensees, invitees or assignees:
1. 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 Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. LESSOR is responsible for providing "All-Risk" Property Insurance for this location.
  3. 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.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, LESSOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.



2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that LESSOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Lease, LESSOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to LESSOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the terms and conditions of this Lease shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  6. LESSOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Lease. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If LESSOR does not keep all required policies in effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to LESSOR under this Lease.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and LESSOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

LESSOR: Slack & Winzler Properties  
Attention: Lisa Slack, Manager  
P.O. Box 549  
Eureka, California 95502

16. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Lease, LESSOR certifies that it is not a Nuclear Weapons Contractor, in that LESSOR 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. LESSOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Lease if it determines that the foregoing certification is false or if LESSOR subsequently becomes a Nuclear Weapons Contractor.

17. REMEDIES ON DEFAULT:

COUNTY may, at any time after LESSOR is in default, terminate this Lease as set forth herein or cure the default at the expense of LESSOR. If COUNTY at any time, by reason of LESSOR's default, pays any sum, or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LESSOR to COUNTY within five (5) days of receiving written notice of such sum, and if paid at a later date shall bear interest 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. If LESSOR fails to reimburse COUNTY as set forth herein, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this section are in addition to, and do not in any manner limit any other remedies available to COUNTY.

18. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Lease shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this section.

LESSOR: Slack & Winzler Properties  
Attention: Lisa Slack, Manager  
P.O. Box 549  
Eureka, California 95502

COUNTY: Humboldt County Department of Public Works – Real Property Division  
Attention: Jared Fisher, Senior Real Property Agent  
1106 Second Street  
Eureka, California 95501

19. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld. Any assignment by LESSOR in violation of this provision shall be void, and shall be cause for immediate termination of this Lease. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

20. AMENDMENT:

This Lease may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or modification of, the terms of this Lease shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

21. RELATIONSHIP OF PARTIES:

It is understood that this Lease is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be responsible for the acts and omissions of



its agents, officers, officials, employees and assignees.

22. ATTORNEY'S FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

23. WAIVER OF BREACH:

The waiver by either party of any breach of this Lease shall not shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Lease.

24. REMEDY FOR BREACH:

In the event of any breach of this Lease by LESSOR or COUNTY, COUNTY and/or LESSOR shall have all rights and remedies provided by law.

25. BINDING EFFECT:

All provisions of this Lease shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors and permitted assigns.

26. JURISDICTION AND VENUE:

This Lease shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. INSPECTION OF PREMISES BY CERTIFIED ACCESS SPECIALIST:

A. Inspection Requirements. A Certified Access Specialist ("CASp") may inspect the premises and determine whether the premises complies with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act and any other applicable local, state and federal laws, regulations and standards. LESSOR may not prohibit COUNTY from obtaining a CASp inspection of the premises, if requested thereby. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection.

B. Removal of Accessibility Barriers. LESSOR hereby agrees to make any repairs necessary to correct violations of any and all applicable accessibility standards as specified in Exhibit C – Identified Accessibility Barriers, which are attached hereto and incorporated herein by reference as if set forth in full, at its own cost and expense, by January 1, 2024. If the accessibility barriers identified in Exhibit C are not adequately removed within the time period set forth herein, LESSOR shall be in default of this Lease. COUNTY reserves the right to exercise any available

remedies upon LESSOR's default pursuant to the terms and conditions of this Lease.

- C. Prevailing Wage. Pursuant to Section 1770 of the California Labor Code, COUNTY has determined the Prevailing Wage Rate to be as listed by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94101, Phone: (415) 703-4780. Complete Certified Payrolls must be submitted to the Department of Public Works together with each application for payment.

28. INTERPRETATION:

This Lease, as well as its individual provisions, shall be deemed to have been prepared equally by both parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

29. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Lease.

30. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Lease.

31. PROVISIONS REQUIRED BY LAW:

This Lease is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Lease. This Lease shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

32. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Lease, the parties agree to comply with the amended provision as of the effective date of such amendment.

33. SURVIVAL OF PROVISIONS:

Portions of this Lease are intended to survive any expiration or termination of this Lease. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

34. ENTIRE AGREEMENT:

This Lease contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind either of the parties hereto. In addition, this Lease shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties,

whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Lease are hereby ratified.

35. 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, for all purposes.

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.

[Signatures on Following Page]



IN WITNESS WHEREOF, this Lease has been executed by the parties hereto upon the date first written above.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

**SLACK & WINZLER PROPERTIES:**

By:     *Lm Slack*    

Date:     *9/21/2023*    

Name:     *Lisa Slack*    

Title:     *Manager/Member*    

By:     *J.A. Slack*    

Date:     *9/21/2023*    

Name:     *Fredrick A SLACK*    

Title:     *General Partner*    

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chair  
Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

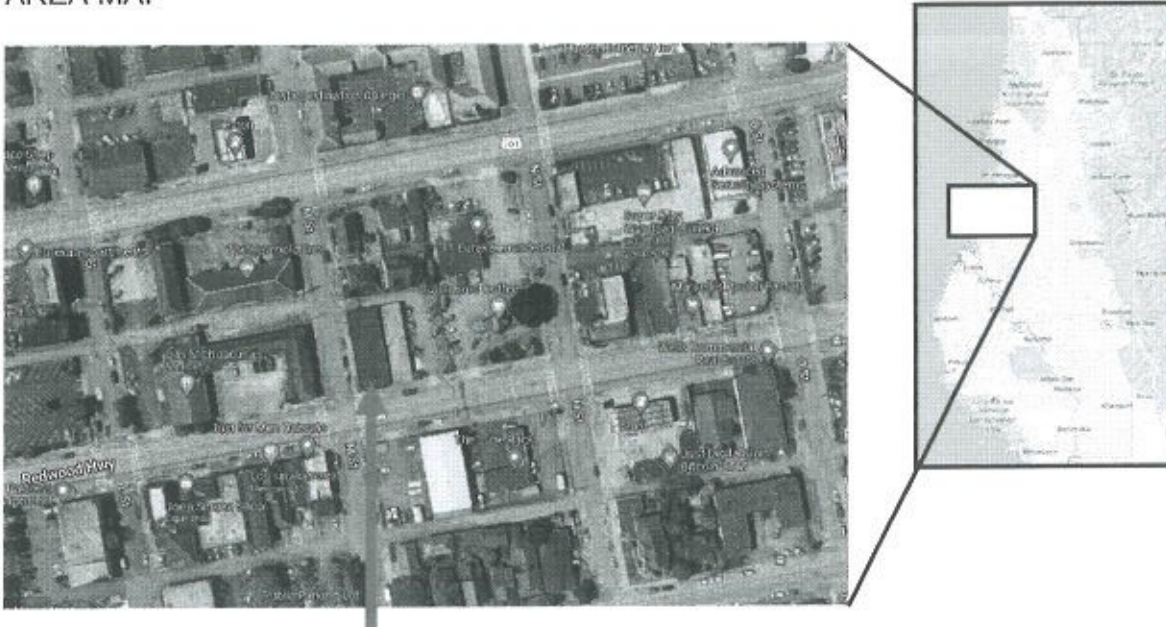
Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Property Description
- Exhibit B – Janitorial Services
- Exhibit C – Identified Accessibility Barriers
- Exhibit D – Landlord-Tenant Barrier Responsibilities

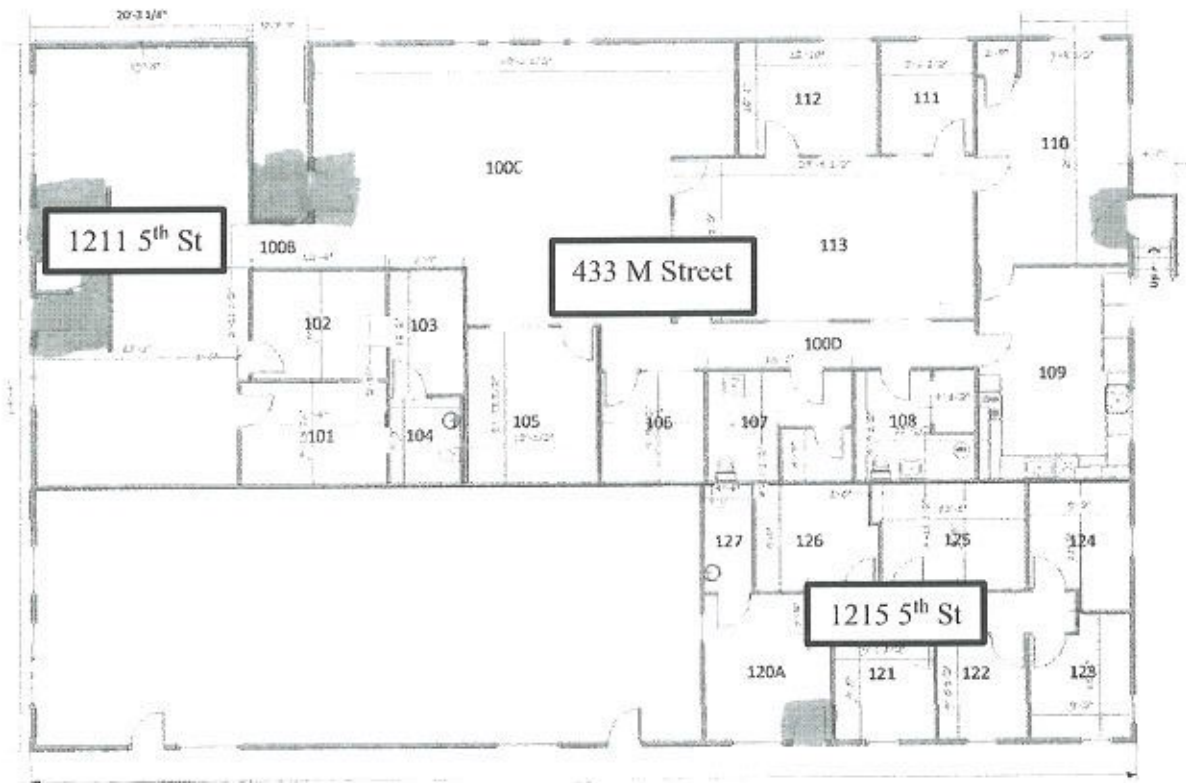
**EXHIBIT A**  
**PROPERTY DESCRIPTION**  
Slack & Winzler Properties

**AREA MAP**



LEASED PREMISES AT 433 M St/1211/1215 5<sup>th</sup> St Eureka, CA. APN: 001-226-005

**Floorplan:**



**EXHIBIT B**  
**JANITORIAL SERVICES**  
Slack & Winzler Properties

Daily Service Five (5) Days Per Week

1. Replace light bulbs as needed.
2. Empty all waste containers.
3. Damp clean lobby counters.
4. Clean and sanitize rest room fixtures, mirrors, exposed pipes, etc.
5. Clean splash marks from walls of rest room.
6. Dust mop hard surface areas, rest rooms, break areas, food service and/or lunch rooms.
7. Wet mop floors in rest rooms, break areas, food service and/or lunch rooms, including under counters/ shelves, sinks and refrigerators/freezers.
8. Refill soap, towel and paper containers.
9. Clean mirrors in rest rooms.
10. Clean and sanitize drinking fountains.
11. Clean entrance glass.
12. Damp clean table tops in break areas and food service and/or lunch rooms.
13. Clean sinks and counters in food service and/or lunch rooms.
14. Sweep entryways.
15. Spot clean carpets of small spills, footprints, etc.
16. Keep janitor closets clean and orderly.
17. Plunge toilets as needed.

Twice Weekly Service

1. Dust all desks, chairs, tables, filing cabinets and other office furniture.
2. Vacuum all carpeting completely.

Monthly Service

1. Vacuum dust and dirt accumulation from air-conditioning vents.
2. Remove cobwebs from building interior.
3. Dust blinds/ window coverings.
4. Dust areas higher than seven (7) feet.
5. Dust tops of desk cabinets, files, chair rungs, baseboards, and picture frames.
6. Vacuum upholstered furniture.
7. Clean hand marks/ graffiti from building interior.
8. Clean lobby directories and fire extinguisher glass.
9. Buff hard surface floors, as appropriate for floor type.

Quarterly Service (4 x per year)

1. Wash outside windows.
2. Change HVAC filters.
3. Scrub and wax floors, as appropriate for floor type.
4. Scrub rest room floors.

Triannual Service (3 x per year)

1. Wash inside windows and partitions.
2. Damp clean window/ door blinds.
3. Clean all carpeted areas.

Annual Service

1. Strip seal and wax floors, applying two coats of wax finish, as appropriate for floor type.