

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment"), dated as of _____ ("Effective Date"), is by and **3725 WESTWIND SR LLC**, a California limited liability company ("Landlord") and **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

R E C I T A L S

WHEREAS, Landlord and Tenant entered into that certain lease dated December 5, 2006 ("Lease") for premises located on the first floor of 3725 Westwind Boulevard, Santa Rosa, California ("Premises"); and

WHEREAS, by letter dated September 19, 2007, Landlord amended the Original Lease in order to redefine the Rentable Area of the Premises as 24,164 square feet; and

WHEREAS, by letter dated April 17, 2008, Landlord amended the Original Lease, in order to redefine the monthly Rent effective May 1, 2008 through May 20, 2009; and

WHEREAS, by letter dated October 20, 2008, Tenant amended the Original Lease in order to redefine the monthly Rent based on the amended Rentable Area of the Premises; and

WHEREAS, by Letter dated March 31, 2009, Tenant amended the Original Lease to redefine the monthly rental adjustments for the Original Lease for the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Lease Years based on the confirmed Rentable Area of the Premises; and

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Lease dated January 10, 2017 ("First Amendment") to extend the Lease term ten (10) additional years, expand the Premises on the first floor, and provide certain improvements, as defined in the Lease;

WHEREAS, Landlord and Tenant desire to enter into a Second Amendment ("Second Amendment") in order to: (i) add to the Premises approximately Five Thousand Eight Hundred Fifty Six (5,856) square feet of Rentable Area (comprised of 5,306 square feet of office space and 50% or 550 square feet of the 1,100 square foot shared breakroom) commonly known as Suite 230 located on the second floor of the Building ("Suite 230"); (ii) increase Premises' Rent by Eleven Thousand Four Hundred Nineteen and 84/100 Dollars

(\$11,419.84) per month; and (iii) modify certain other terms and conditions as more particularly described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Each of the foregoing Recitals is true and correct.
2. The Second Amendment shall become effective on the Suite 230 Delivery Date ("Suite 230 Delivery Date"), which shall be the later of March 1, 2023, or the date upon which all of the following have occurred (a) Landlord notifies Tenant that all improvements to Suite 230 set forth in Paragraph 4 of this Second Amendment are complete, (b) Suite 230 is ready for occupancy by Tenant in a broom-clean condition, and (c) Tenant provides written confirmation that it is accepting Suite 230 in the condition offered by Landlord.
3. Effective as of the Suite 230 Delivery Date the Lease is modified as follows:
 - A. Exhibit A "Description of the Premises" is hereby deleted and replaced with Exhibit A-1 attached hereto, to describe and depict the "Premises" under the Lease.
 - B. Sections 1.1, 1.1.1, 1.1.2 of the Lease (added pursuant to the First Amendment) are hereby deleted in their entirety and replaced with the following, which shall become Section 1.1 of the Lease:

"1.1 Lease of Premises. Commencing on the Suite 230 Delivery Date, Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in **EXHIBIT A-1 Premises** attached hereto ("Premises"), which are located on the first floor and second floor in the building commonly known as Building Y of Westwind Business Park located at 3725 Westwind Boulevard, Santa Rosa, California, 95403-1005, and also known as a portion of Assessor's Parcel No. 059-370-025, located in the unincorporated area of the County of Sonoma ("Building"). Subject to verification as provided in Section 1.4.2, the Rentable Area (as defined in Section 1.4) and Usable Area (as defined in Section 1.4) of the Premises are Thirty Eight Thousand Two Hundred and Three (38,203) square feet and Thirty Four Thousand and Forty Three (34,043) square feet, respectively, while the Rentable Area of the Building is approximately sixty-eight thousand seven hundred eighty-two (68,782) square feet. The Building, the areas servicing the Building (including any adjacent parking structure and parking area), and the land on which the Building and those areas are located (as shown on the site plan in the Lease as **EXHIBIT B Site Plan**) are sometimes collectively referred to as the "Real Property"."

C. Sections 4.1, 4.1.1, and 4.1.2 of the Lease (added pursuant to the First Lease Amendment) are hereby deleted in their entirety and replaced with the following, which shall become Section 4.1 of the Lease:

"4.1 Definition of Rent-Limited Setoff. Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Eighty Two Thousand Six Hundred and Sixty Seven Dollars (\$82,667.00) (\$2.16 per sq. ft. per month of the Rentable Area of the Premises), in advance on or before the first day of every calendar month during the Option Term, without any setoff or deduction except as provided in Section 5.1, Sections 6.2 and 6.3, Article 11, and Section 20.2. Payment shall be made at the address set forth in Section 19.4 or at any other place that Landlord may from time to time designate in writing."

4. Tenant shall have full access and use of the Building's existing second floor Breakroom, to be shared to be shared equally with Landlord's separate "DCSS" tenancy in Building space adjacent to the Premises, with 50% of the rentable square footage of the breakroom area, 50% estimated to be 550 square feet, to be applied to the rentable square footage of the Premises. In the event the DCSS tenancy terminates rights to the Breakroom space, then:

- A. Tenant will have right of first refusal to lease the remaining 50% of the Breakroom area, estimated to be 550 rentable square feet, at Tenant's current rental rate. If Tenant, within fifteen (15) business days after receipt of Landlord's notice, indicates in writing to Landlord its agreement to lease the remaining 50% of the breakroom space ("Expansion Space"), the Expansion Space shall be included within the Premises, commencing on the date of a lease amendment memorializing the addition of the Expansion Space for Tenant and pursuant to all other terms and conditions under the Lease, including, without limitation, the provisions relating to the rights and obligations of the parties with respect to alterations.
- B. If Tenant elects not to exercise its right of first refusal, Tenant may continue use of the breakroom until that portion of the breakroom vacated by the DCSS tenancy is leased to another tenant or occupant, at which time Landlord will erect a demising wall at Landlord's sole cost demising the break room, with Landlord's demising plan subject to Tenant pre-approval which shall not be unreasonably withheld, with Tenant rent to be adjusted based upon rentable square footage of Tenant's portion of breakroom after demising. .

5. As a condition of Tenant accepting and leasing the Premises, Landlord shall, at Landlord's expense, make the following improvements to Suite 230: (i) Demise Premises and install five (5) private offices shown as 252, 253, 254, 255, and 256 at the locations indicated on **EXHIBIT A-2 Suite 230 Space Plan**, (ii) Make any necessary repairs and adjustments to existing Building systems serving the Premises; (iii) Professionally clean the carpets; (iv) Patch and touch up the paint if necessary; and (v) Provide County with report from an airflow assessment. All alteration, construction, and/or repair work shall be made in compliance with the attached **EXHIBIT A-3 Prevailing Wage Addendum** and with federal, state, and local law, including but not limited to, as applicable, accessibility and permitting requirements.

Upon receipt of accurate and sufficient invoices from Landlord, Tenant shall reimburse Landlord for 50% of the actual costs incurred by the Landlord for the tenant improvements as shown in **EXHIBIT A-2 Suite 230 Space Plan** (exclusive of all demising costs, which shall be at Landlord's sole expense), with total County reimbursement to Landlord not to exceed \$61,919, as shown in **EXHIBIT A-4 Tenant Improvement Cost Sharing**. If actual total tenant improvement costs exceed \$123,838, Landlord shall complete tenant improvement work and be solely responsible for all costs over \$123,838.

6. Landlord shall leave all furniture, fixtures and equipment in Suite 230 to remain in place for Tenant's use.

7. Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this Second Amendment, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

8. Except to the extent the Lease is expressly amended or supplemented hereby, the Lease, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be constructed to modify, invalidate or otherwise affect any provision of the Lease or any right of Landlord arising thereunder.

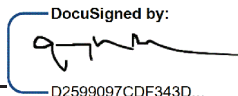
9. This Second Amendment to Lease shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Second Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Effective Date.

“LANDLORD”:

3725 Westwind SR LLC, a California limited liability company

By:  _____
D2599097CDF343D...

“TENANT”:

COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Johannes Hoevertsz, Director
Sonoma County Public Infrastructure

The General Services Director, or General Services Deputy Director, is authorized to execute this Lease, pursuant to the Board of Supervisors' Action dated _____, 2022.

APPROVED AS TO FORM FOR TENANT:

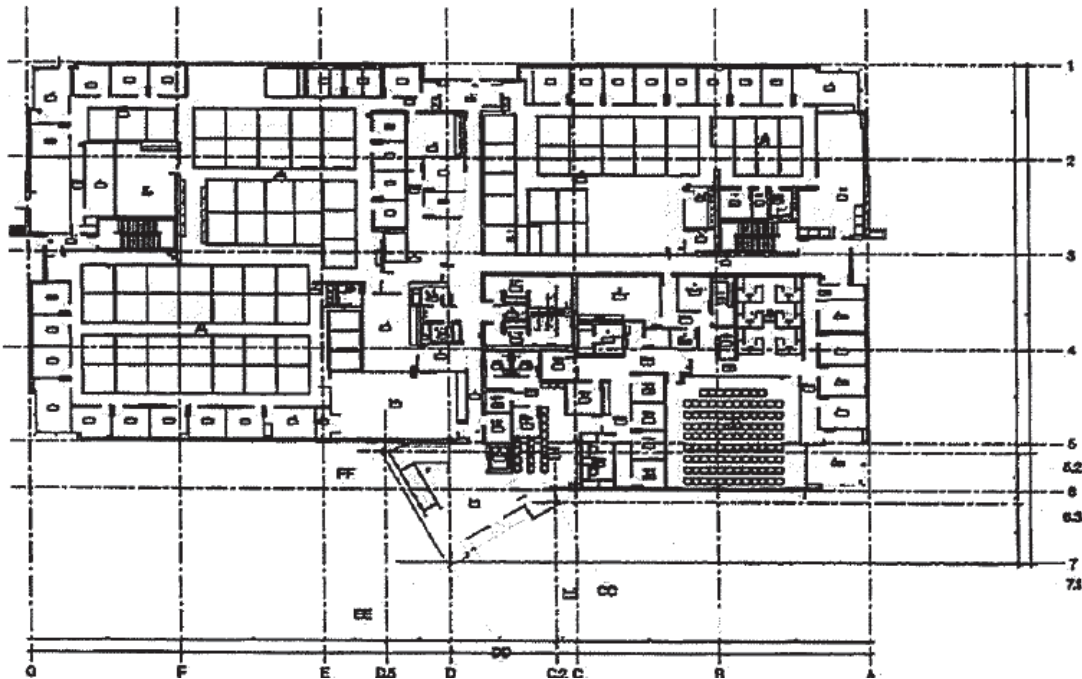
Deputy County Counsel

Recommended for Approval:

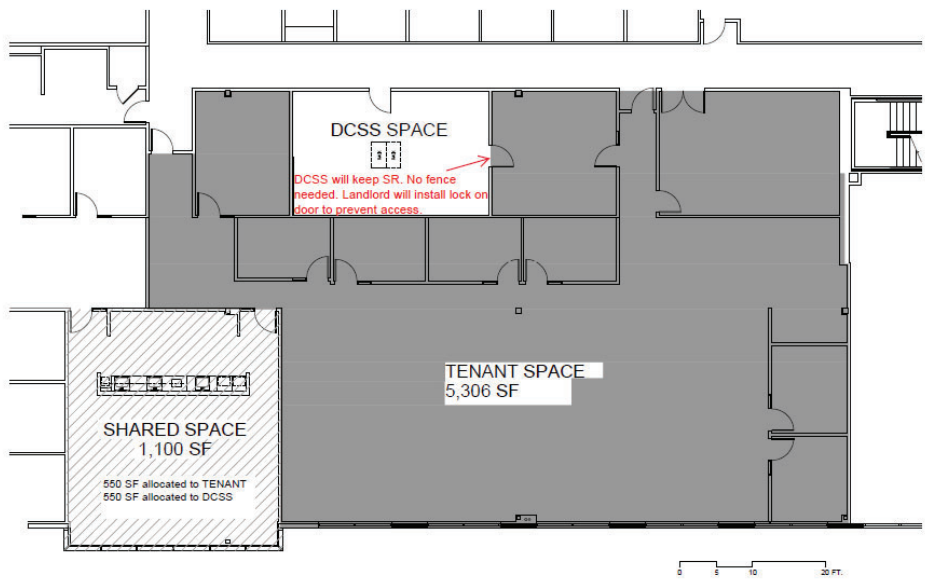
Angela Struckmann, Director
Human Services Department

Warren Sattler, Real Estate Manager
General Services Department

EXHIBIT A-1
Premises

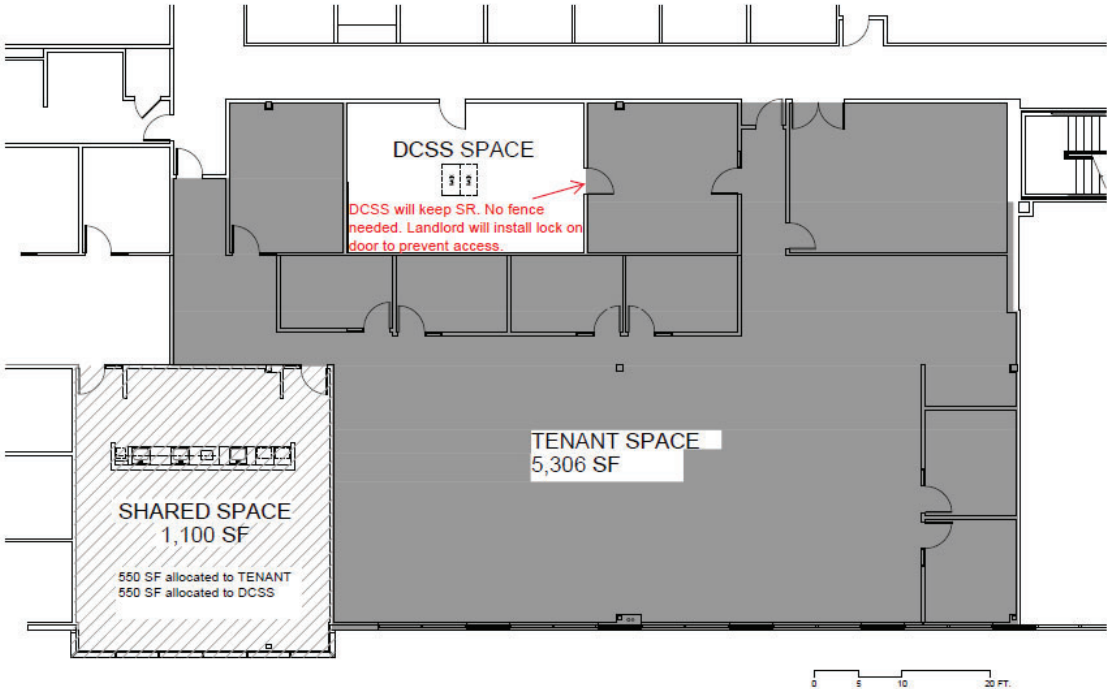


1st Floor Plan (not to scale)



2nd Floor Plan (not to scale)

EXHIBIT A-2
Suite 230 space plan



FLOOR PLAN

3725 WESTWIND SECOND FLOOR

10-11-22

EXHIBIT A-3 **Prevailing Wage Addendum**

With regard to all alteration, construction, repair and other work at the Premises constituting "public work" under applicable law:

1. **Compliance With Prevailing Wage.** Landlord agrees and acknowledges it shall comply with all applicable requirements of California's Prevailing Wage Law (Labor Code, § 1720, et seq.) and be the "awarding body" as required under California Labor Code § 1722 for improvements to the Premises. Landlord shall pay to any worker on the job to which prevailing wage applies and for whom prevailing wages have been established an amount equal to or more than the general prevailing wage rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations or County of Sonoma, as applicable, to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to perform the Project. Landlord shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file with the County of Sonoma and will be made available to any person upon request.

2. **Compliance Monitoring and Registration.** Landlord shall comply with all monitoring and enforcement requirements imposed by the Department of Industrial Relations. Landlord shall furnish and shall require all contractors and subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code section 1771.4(a)(3)). Landlord and all contractors and subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Lease, including the Second Amendment.

3. **Subcontracts.** Landlord shall comply with all legal requirements to insert in every contract, subcontract or other arrangement which Landlord may make for performance of such work or labor on work, provision that the Contractor or Subcontractor shall pay persons performing labor or rendering service under contract or subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem

wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Landlord shall provide to each Contractor and Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

4. **Compliance with Law.** Landlord shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

5. **Statutory Compliance/Living Wage Ordinance.** Landlord agrees to comply, and to ensure compliance by its contractors and consultants, or subcontractors and subconsultants, with all applicable federal, state, and local laws—including, but not limited to the County of Sonoma living wage ordinance—affecting the improvement work under the Lease. Without limiting the generality of the foregoing, Landlord expressly acknowledges and agrees that such work under the Lease may be subject to the provisions of Article XXVI of [Chapter 2](#) of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Lease will be considered a material breach and may result in termination of the Lease or pursuit of other legal or administrative remedies.

6. Notwithstanding Landlord's obligation to design, construct, and deliver the improvements to the Premises as required under the Lease, inclusive of the Second Amendment thereto, Landlord waives any and all rights and other provisions applicable to public works contractors arising under Public Contract Code section 9204 or the Local Agency Public Construction Act (Public Contract Code section 20100 et seq.).

EXHIBIT A-4
Tenant Improvement Cost Sharing

Total Estimated TI Cost Unique to County Buildout	\$123,838*
Maximum County Contribution @ 50% Unique Cost	\$61,919

***Estimate includes prevailing wage cost**