

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (“Third Amendment”) is made and entered into this ____ day of _____, 202_, by and between 3725 WESTWIND SR LLC, a California limited liability company (successor-in-interest to GILMORE DEVELOPMENT PROPERTIES, INC., a California corporation), herein referred to as “Landlord”, and the COUNTY OF SONOMA, a political subdivision of the State of California, herein referred to as “Tenant”.

WITNESSETH:

RECITALS:

- A. Landlord and Tenant are the current parties to that certain lease dated February 4^h, 2011 (the “Original Lease”), for that certain office space commonly known as 3725 Westwind Boulevard, Santa Rosa, California 95403 (the “Premises”) The Premises contain seventeen thousand eight hundred sixty-six (17,866) square feet of rentable square feet and is more particularly described in the Lease.
- B. The Original Lease was amended by that certain First Amendment to Lease dated January 5, 2021, and Second Amendment to Lease dated December 22, 2022. The Original Lease, the First Amendment, the Second Amendment, and this Third Amendment are referred to herein, collectively, as the “Lease”.
- C. Landlord and Tenant desire to amend the Lease in order to extend the Lease term three (3) additional years (“Extension Term”), set Base Rent increases for the Extension Term, describe certain improvements to the Premises to be made by the Landlord prior to commencement of the Extension Term, and make other changes to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Lease and as amended, modified, and/or restated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby mutually agreed:

- (i) The Lease term shall be extended three (3) additional years, from May 31, 2024, to May 31, 2027
- (ii) Base Rent for the Extension Term shall be as follows:
 - a. June 1, 2024 - May 31, 2025: \$1.97 per square foot of rentable office space per month, net of utilities
 - b. June 1, 2025 - May 31, 2026: \$2.03 per square foot of rentable office space per month, net of utilities
 - c. June 1, 2026 - May 31, 2027: \$2.09 per square foot of rentable office space per month, net of utilities
- (iii) Within 90 days of commencement of the Extension Term, Landlord shall at Landlord’s expense deep clean the carpet and other flooring within the Premises during non-business hours, and air balance the HVAC system to the Premises to values listed on construction drawings and provide certification to the County. County shall cooperate with Landlord so that Landlord can perform cleaning in an efficient and cost-effective manner. In no event shall Landlord or any party affiliated with Landlord be required to lift or move any furniture (desks, chairs, tables), cubicles or any other furnishings, fixtures, equipment, personal property or other items to clean the carpet and floors. Landlord shall also replace second floor common area hallway carpet, with County to reimburse the Landlord for 28% of the total cost of the carpeting, with total County payment to Landlord, upon receipt of Landlord invoices for completed work, not to exceed \$4,700. For all such work, Landlord shall comply, and ensure

compliance by its contractors or its employees or any other agents, with the terms and conditions set for in Attachment A.

- (iv) County shall have one (1) Option to renew the lease for an Option Period of three (3) years from June 1, 2027, to May 31, 2030. Base Rent at the Commencement Date of the Option Period shall be \$2.09 per square foot of rentable office space per month, net of utilities, with Base Rent for years two and three of the Option Period to increase by three percent (3%) annually on the anniversary of the Commencement Date.

The terms and conditions contained in this Third Amendment constitute the entire agreement between Landlord and Tenant with respect to the subject matter herein and there are no other terms, covenants, promises, agreements, conditions, and/or understandings, between Landlord and Tenant, either oral or written, except as stated in the Lease and this Third Amendment. Once this Third Amendment is fully executed, this Third Amendment shall form a part of the Lease. No subsequent amendments, modifications, alterations, additions, or changes to the Lease shall be effective unless reduced to writing in a written agreement signed by both Landlord and Tenant. Further, no term, covenant, or condition of the Lease shall be waived, discharged, or terminated unless reduced to writing in a written agreement signed by both Landlord and Tenant.

Except to the extent this Lease is expressly amended, modified, or supplemented hereby, all other provisions of the Lease, together with any Riders, Exhibits, and Amendments thereto is, and shall continue to be, in full force and effect as originally executed and/or previously amended, and nothing contained herein this Third Amendment shall be construed to modify, invalidate, or otherwise affect any other provisions of the Lease or any right of Landlord or Tenant arising thereunder.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS THIRD 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 Third Amendment as of the Effective Date.

“LANDLORD”: **3725 Westwind SR LLC,** a California limited liability company

By:_____

“TENANT”: **COUNTY OF SONOMA,** a political subdivision of the State of California

By:_____
Johannes J. Hoevertsz, Director
Sonoma County Public Infrastructure

The Sonoma County Public Infrastructure Director, or Sonoma County Public Infrastructure Deputy Director, is authorized to execute this Lease, pursuant to the Board of Supervisors’ Action dated _____, 2024.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

Recommended for Approval:

Janeene De Martinez, Director
Department of Child Support Services

Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

Attachment A

Prevailing Wage Addendum

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 pursuant to this Agreement. 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 the 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 work.

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 this Agreement. Without limiting the generality of the foregoing, Landlord expressly acknowledges and agrees that such work under this Agreement 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.

Notwithstanding Landlord's obligation to design, construct, and deliver the improvements to the Premises as required under this Agreement, 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.).