

LEASE AMENDMENT NO. 2

This lease amendment dated _____, 2022 ("Effective Date"), by and between the **SONOMA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**, a California local public retirement system established pursuant to the County Employee's Retirement Law of 1937, as amended, Government Code Section 31450, et. seq. ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"), is a second amendment "Lease Amendment No. 2", to the Lease between the parties dated February 5, 2013 ("Lease"), and amended by that certain Lease Amendment dated January 1, 2016 ("Lease Amendment No. 1"), for premises located at and commonly known as 433 Aviation Boulevard in Sonoma County, California ("Premises"). The parties hereby acknowledge that Tenant timely exercised its First and Second Extension Options in Lease Amendment No. 1, which extended the Lease term through the current expiration date of December 31, 2021.

The Lease shall be amended as set forth below. Except as provided herein, the terms of the Lease, as amended by Lease Amendment No. 1, are still in effect. All references to the "Lease" shall include reference to Lease Amendment No. 1 and this Lease Amendment No. 2, unless otherwise specified. If there is a conflict between the original Lease, Lease Amendment No. 1, and this Lease Amendment No. 2, this Lease Amendment No. 2 shall control. Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

ARTICLE 2 of the Lease shall be amended to state as follows:

ARTICLE 2

TERM

2.1 Term. The term of this Lease ("Lease Term") shall commence on the Commencement Date provided for in Section 2.2 below and shall end upon the expiration of four (4) years following said Commencement Date ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease. For purposes of this Lease, the first "Lease Year" shall mean the period commencing on the Commencement Date and ending twelve (12) months thereafter. Thereafter, the term "Lease Year" shall mean a period equal to twelve (12) full calendar months.

2.2 Commencement Date. The Lease Term shall commence on the first day of January 2022.

2.3 Deleted.

2.4 Deleted.

2.5 Option To Extend Term. Landlord grants to Tenant two (2) options to extend the Lease Term set forth in this Lease Amendment No. 2 ("First Extension Option" and "Second Extension Option", each an "Extension Option") for a period of six (6) months ("First Option

Term" and "Second Option Term", the "Option Terms", each an "Option Term"), subject to the conditions described in Section 2.5, below.

2.5.1 Conditions of Option. The Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.5.3 and only if, as of the date of delivery of the notice, Tenant is not in material default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the Option Term.

2.5.2 Option Rent. The rent payable by Tenant during the Option Terms shall be equal to the Rent per square foot in effect as of the commencement of each Option Term, increased by Five Cents (\$0.05) per square foot per month.

2.5.3 Exercise of Option. If Tenant wishes to exercise its Extension Option, Tenant shall deliver written notice to Landlord no less than ninety (90) days before the expiration of the initial Lease Term or the First Option Term.

2.6 Termination by Tenant. Tenant may terminate this Lease, without penalty, upon ninety (90) days' prior written notice to Landlord ("Termination Notice").

2.6.1 through 2.6.2. Deleted.

Sections 4.1 through 4.3 of the Lease shall be amended to state as follows:

ARTICLE 4

RENT

4.1 Definition of "Rent"--Limited Setoff. Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Nine Thousand Six Hundred Ninety-Seven and 60/100 Dollars (\$9,697.60) (One and 90/100 Dollars (\$1.90) per sq. ft. of the Rentable Area), in advance on or before the first day of every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 17.11 or as required for prior overpayment for the Lease Term prior to the initiation of this Lease Amendment. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing.

4.2 Proration. If any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent.

4.3 Rental Adjustments. Rent shall be increased by Five Cents (\$0.05) per square foot per month, on the first day of each Lease Year after the first Lease Year thereafter.

Section 12.2 of the Lease shall be amended to state as follows:

12.2 Compliance with Laws and Orders. Throughout the term of this Lease, Landlord, at Landlord's sole expense, and Tenant, at Tenant's own expense, shall comply with all Laws and Orders. Landlord shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders.

12.2.1 Covid-19 Related Requirements. Landlord shall maintain Premises systems and tenant, contractor, and guest protocols and best practices to best ensure compliance with all applicable local, state, and federal laws, regulations, and guidances related to the Covid-19 pandemic, including social distancing, masking, capacity restriction, and air quality/safety requirements for all areas of the premises solely controlled by Landlord with the exception of air quality/safety requirements which apply to the entire building. Tenant bears the sole responsibility for ensuring occupants in Tenant's Premises comply with applicable local, state, and federal laws, regulations, and guidances related to the Covid-19 pandemic, including social distancing, masking, capacity restriction, and other safety requirements.

Section 12.4 shall be added to the Lease to state as follows:

12.4 Certified Access Specialist Disclosures. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a Certified Access Specialist. A Certified Access Specialist (CAsp) can inspect the subject Premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although State law does not require a Certified Access Specialist inspection of the subject premises, the commercial property owner or landlord may not prohibit the tenant from obtaining a Certified Access Specialist inspection of the subject Premises for the occupancy or potential occupancy of the Tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the Certified Access Specialist inspection. The payment of the fee for the Certified Access Specialist inspection shall be borne by the Tenant. The cost for making any repairs necessary to correct violations of construction-related accessibility standards within the Premises shall be borne by the Landlord.

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IN WITNESS WHEREOF, the parties have executed this Lease Amendment No. 2 as of the Effective Date.

LANDLORD: **SONOMA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**, a California local public retirement system established pursuant to the County Employee's Retirement Law of 1937, as amended, Government Code Section 31450, et. seq.

By: _____
Julie Wyne, Administrator

APPROVED AS TO FORM FOR LANDLORD:

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

By: _____
General Services Director

The General Services Director is authorized to execute this Second Amendment, pursuant to Board of Supervisors' Summary Action dated: _____.

APPROVED AS TO FORM FOR TENANT:

Matthew Cody
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Erick Roeser
Auditor-Controller/Treasurer/Tax Collector

Sandra Oberle, Real Estate Manager
General Services Department