

**FIRST AMENDMENT TO LEASE AGREEMENT
FOR USE OF COUNTY FACILITIES**

This First Amendment ("First Amendment") dated as of May 8, 2020, for reference purposes, is made by and between the COUNTY OF SONOMA, a political subdivision of the State of California, (hereinafter called the "**County**"), and the Redwood Empire Dispatch and Communications Authority, a Joint Powers Authority entity established under the provisions of Government Code Sections 6500, et seq. ("**REDCOM**"). County and REDCOM are sometimes collectively referred to herein as the "Parties" and singularly, as "Party." All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the "Lease" (as defined below).

RECITALS

WHEREAS, County and REDCOM entered into that certain **Lease Agreement for Use of County Facility** pursuant to an agreement fully executed as of January 29, 2014 (the "Original Lease ") for the Premises located in the building owned by the **County** and commonly known as the Sonoma County Sheriff's Main Administration Building (the "Building") located at 2796 Ventura Avenue, Santa Rosa, California;

WHEREAS, REDCOM currently occupies the Premises which contain approximately one thousand eight hundred sixty one (1,861) square feet located on the second floor of the Building;

WHEREAS, REDCOM desires to increase the size of the Premises by approximately 413 square feet to accommodate additional **REDCOM** staff and operations and **County** agrees to lease said additional space to **REDCOM**, subject to the terms and conditions hereof;

WHEREAS, REDCOM desires to make certain additional tenant improvements to the Premises and additional space adjacent thereto; the Parties agree that the additional tenant improvements shall be paid for at **REDCOM's** sole cost and expense, and **County** agrees to having the Additional TIs performed in the Building subject to the terms and conditions hereof; and

WHEREAS, the Original Lease as modified by the First Amendment

is hereafter referred to as the "Lease".

NOW, THEREFORE, in consideration of the Premises and the Additional Premises (as defined below) and of the agreements of the respective Parties herein set forth, it is mutually agreed as follows:

AGREEMENT

1. Effective as of the Effective Date of this First Amendment, the Lease is modified as follows:

A. Section 2 of the Lease is hereby amended to add at the end of said Section, a new Section 2.e. as follows:

"2.e. Additional Premises. **REDCOM** is hereby permitted to occupy that certain additional space immediately adjacent to the Premises, containing +/- 413 square feet (the "Additional Premises") as more particularly shown on Exhibit A, incorporated herein by reference, for the use permitted under Section 4 of the Lease. **REDCOM's** right to use the Additional Premises shall commence upon the later of the date **REDCOM** receives a final Certificate of Occupancy for the Additional Premises or **REDCOM** provides the updated certificate of insurance to include the Additional Premises.

B. Section 5 of the Lease is hereby amended to add at the end of said Section, a new Section 5.a. as follows:

"5.a. Additional Tenant Improvements.

- i. **REDCOM** desires to receive the benefit and enjoyment of certain additional tenant alterations to both the Premises and the Additional Premises, which tenant improvements shall include design, permits, demolition, project management, construction, workstation installation, purchase and installation of new communications equipment and all other actions necessary and appropriate for the completion of additional tenant improvements work (the "Additional TIs") as more particularly described at Exhibit B.
- ii. At its sole cost and expense, **REDCOM** shall perform and complete the Additional TIs, pursuant to a separate process and agreement between the Parties, through which the Parties shall review and approve of all plans and specifications in writing before build-out. **REDCOM** will hire and pay **County**

Facilities Development and Management (FDM) staff to manage and complete the Additional TIs, according to a schedule approved by **REDCOM**, FDM and the Sheriff. The Parties estimate that the project budget for the Additional TIs is Four Hundred Thousand Dollars (\$400,000) ("Additional TIs Cost"). Said amount is an estimate and the actual project costs may vary. The Additional TIs shall be paid for by **REDCOM** and shall become the property of **County** at the end of the Lease term, or any earlier termination thereof. Payment for the Additional TIs Cost shall be paid in full to County prior to commencement of the Additional TIs. It is anticipated that the Additional TIs shall be completed within one hundred eighty days (180) days of commencement of construction.

2. Notwithstanding anything to the contrary in the Lease, the Parties agree that in the event of an emergency and/or critical incident, **County** emergency personnel, including those from Department of Emergency Management (DEM), shall have the right to temporarily utilize space within the Premises and/or Additional Premises to respond to and manage said events. Specifically, the Parties agree that **County** personnel, including DEM duty officers, shall have the right to setup a temporary workstation/table with computer(s) and phone(s) within the REDCOM Fire & Emergency Services Call Center to monitor, assist and/or coordinate resources to address said emergency and/or critical incident(s) for the affected community or region. **County** shall withdraw said personnel when the circumstances surrounding said event(s) no longer present an emergent or actual threat human health, safety or property, in **County's** sole and absolute discretion.

3. As a condition precedent to the effectiveness of this First Amendment and prior to **REDCOM's** use of the Additional Premises, **REDCOM** shall provide to **County** a certificate of insurance evidencing general liability insurance coverage in types and amounts reasonably acceptable to **County** and naming **County** as an additional insured, together with workers compensation or other appropriate insurance coverage.

4. The "Effective Date" of this First Amendment shall be deemed the later of the full execution hereof or delivery of the Certificate of Insurance.

5. Except as provided herein to the contrary in above at Paragraph 1, A. and B., and Paragraph 2, all terms and provisions of the Lease shall apply to the Additional Premises to the same extent as to the Premises.

6. Except to the extent the Lease is expressly amended or supplemented by this First Amendment, the Lease, together with all exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Lease or any right of **County** or **REDCOM** arising thereunder.

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

8. This First Amendment may be executed in any number of counterparts, including electronically transmitted counterparts, each of which shall be enforceable against the Parties mutually executing such counterparts, and all of which together shall constitute one instrument.

COUNTY AND REDCOM HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the dates set forth below.

The undersigned representatives of the County are authorized by the Board of Supervisors of the County of Sonoma, pursuant to the Summary Item No. ____ approved on _____, 2020.

COUNTY:

REDCOM:

By: _____

By: _____

Caroline Judy, Director
Department of General Services

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

APPROVED AS TO FORM FOR REDCOM:

By: _____
Deputy County Counsel

By: _____
Deputy County Counsel

Date: _____

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY:

Real Estate Manager

APPROVED AS TO SUBSTANCE FOR SHERIFF:

Mark Essick

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:
