

SECOND AMENDMENT TO LEASE

This Second Amendment to the Lease entered into on March 1, 2015, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as LESSEE, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called LESSOR, is entered into this 23 day of February, 2021.

WHEREAS, on March 1, 2015, the parties entered into a Lease for COUNTY use of the premises at 1608 Pickett Road, McKinleyville for the purpose of a law enforcement facility; and

WHEREAS, on February 7, 2018, the parties entered into a First Amendment to Lease for LESSEE continued use of the premises; and

WHEREAS, LESSEE and LESSOR desire to extend the term of the Lease until February 28, 2022; and

WHEREAS, LESSEE and LESSOR desire to adjust the rent for the extended term.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 3.1, Term, of this Lease shall be amended to read as follows:

This Lease shall be for a term of seven (7) years commencing on March 1, 2015 ("Commencement Date") and ending at midnight on February 28, 2022 ("Termination Date").

2. Section 4.1, Rent, of this Lease shall be amended to read as follows:

LESSEE shall pay rent to the LESSOR in the amount of One Hundred Eighty-Eight Dollars and Fifty - Five Cents (\$188.55) per month throughout the term if this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 = 100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and the most current Index available immediately receding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For clarity purposes, the rent is calculated as follows:

West-Size Class B/C, Nov. 2020, All Urban CPI = 161.069

West-Size Class B/C, Nov. 2018, All Urban CPI = 154.625

Difference = 161.069 - 154.625 = 6.444

% Difference = 6.444/154.625 x 100 = 4.17%

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New Rent = \$181.00 (previous years rent) x 0.0417 + 181.00 = \$188.55 per month

3. Section 12.13, Counterparts, shall be added to read follows:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each 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. A signed copy of this Agreement, 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 Agreement, and any amendments hereto, for all purposes.

4. In all other respects, the Lease between the parties entered into on February 25, 2015, and its First Amendment to the Lease entered into on February 7, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Lease dated February 25, 2015 on the date indicated above.

LESSEE: COUNTY OF HUMBOLDT

**LESSOR: MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

BY: Virginia Bass

BY: Dennis Mayo

NAME: Virginia Bass

NAME: Dennis Mayo

TITLE: CHAIR
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

TITLE: Board President

(SEAL)

BY: _____

ATTEST: Ryan Sharp

NAME: _____

NAME: RYAN SHARP

TITLE: _____

TITLE: DEPUTY CLERK OF THE
BOARD OF SUPERVISORS