

**THIS SECOND AMENDMENT TO LEASE AGREEMENT  
BETWEEN THE CITY OF WATSONVILLE  
AND THE COUNTY OF SANTA CRUZ (DISTRICT ATTORNEY OFFICES)**

**THIS SECOND AMENDMENT** to Lease Agreement for District Attorney Offices is entered into by and between the **City of Watsonville**, a municipal corporation ("Lessor") and **The County of Santa Cruz**, a political subdivision of the State of California ("Lessee") this \_\_\_\_\_. The Lessor and Lessee agree as follows:

**RECITALS**

**WHEREAS**, the Lessor and Lessee entered into a Lease Agreement (District Attorney Offices) dated November 15, 2007 (the "Lease") pursuant to which Lessor leased commercial real property located at 275 Main Street, Suite 202 and 203, Watsonville, California (the "Premises").; and

**WHEREAS**, a First Amendment to the Lease Agreement was executed on August 28, 2018, extending the Lease term to June 30, 2025 and setting the Base Rent to \$6,900.25 per month as of July 1, 2018; and

**WHEREAS**, this Second Amendment extends the lease term to June 30, 2030, sets the Base Rent to \$8,560.95 and adds a fee of \$985.75 per month in Common Area Maintenance expenses; and

**WHEREAS**, the amendment of the Lease Agreement is in the best interest of the City of Watsonville.

**NOW, THEREFORE**, the Lessor and the Lessee agree that the Lease Agreement shall be amended as follows:

Article II: Term, is hereby amended to read as follows:

**"Unless this Lease is terminated at an earlier date pursuant to provisions contained herein, Lessee shall have and hold the Premises subject to the conditions, covenants and agreements herein set forth for a term of twenty-two (22) years and four (4) months ("Lease Term") commencing on March 1, 2008 and ending on June 30, 2030**

Article III Section A, is hereby amended to read as follows:

**Rent. Base Rent shall be based on a stipulated gross leasable area of 3,943 square feet. Commencing on the Commencement Date and continuing thereafter on the first day of each month until June 30, 2018, Lessee shall pay to Lessor, in advance, rent in the sum of Six Thousand Five Hundred Five and 95/100 Dollars (\$6,505.95) per month ("Base Rent"), subject to adjustment as provided in Paragraph C below.**

**Effective July 1, 2018, and continuing on the first day of each month thereafter through June 30, 2025, Lessee shall pay to Lessor, in advance, Base Rent in the sum of Six Thousand Nine Hundred and 25/100 Dollars (\$6,900.25) per month, subject to adjustment as provided in Paragraph C below.**

**Effective July 1, 2025, and continuing on the first day of each month thereafter through the remainder of the Lease Term, Lessee shall pay to Lessor, in advance, Base Rent in the sum of Eight Thousand Five Hundred Sixty and 95/100 Dollars (\$8,560.95) per month, subject to further adjustment as provided in Paragraph C below.**

**The Base Rent shall be considered delinquent if not paid prior to the tenth (10<sup>th</sup>) day of each month. The Base Rent and the Additional Rent, as hereinafter defined, are collectively referred to herein as the "Rent."**

Article III Section B, is hereby amended to read as follows:

**Additional rent. Lessee's pro rata share ("Pro Rata Share") which as of the Commencement Date equates to \$985.75 per month, is the amount agreed upon by the parties to be Lessee's share of the Common Area Expenses. These expenses may be reassessed and updated by the Lessee from time to time.**

Article III Section C, is hereby amended to read as follows:

**Commencing on the Commencement Date, and continuing thereafter upon each successive anniversary of such date for the remainder of the Term (the "Adjustment Date"), the Base Rent shall be adjusted by increasing the Base Rent in effect immediately prior to the Adjustment**

**Date by a percentage equal to the lesser of: (1) four percent (4%), or (2) the change, if any, in the Consumer Price Index ("CPI"), all urban wage earners, San Francisco-Oakland-San Jose Metropolitan Statistical Area (1982—1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "Base Rent Adjustment").**

**Notwithstanding the foregoing, effective July 1, 2018, pursuant to the First Amendment to Lease, the Base Rent was amended to Six Thousand Nine Hundred and 25/100 Dollars (\$6,900.25) per month, and such amount has been and shall continue to be subject to annual Base Rent Adjustments on each July 1 anniversary date in accordance with the formula described herein.**

**Effective July 1, 2025, pursuant to the Second Amendment to Lease, the Base Rent shall be amended to Eight Thousand Five Hundred Sixty and 95/100 Dollars (\$8,560.95) per month, and shall continue to be subject to Base Rent Adjustment on each successive anniversary of July 1 thereafter, consistent with the provisions of this section.**

**If the CPI should change so that the base year differs from that used as of the date hereof, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the Term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained had the CPI not been discontinued or revised.**

All other terms and conditions of the Lease Agreement dated November 15, 2007, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Lease Agreement the day and year first hereinabove written.

**CITY OF WATSONVILLE**

By \_\_\_\_\_  
Tamara Vides, City Manager

ATTEST:

By \_\_\_\_\_  
Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Samantha W. Zutler, City Attorney

**COUNTY OF SANTA CRUZ**

DocuSigned by:  
By Michael Beaton 6/13/2025  
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Michael Beaton, Director of General Services

Approved as to Form:

DocuSigned by:  
By Justin Graham 6/13/2025  
40E83ACDEDAB42D...  
Office of County Counsel

Approved as to Insurance:

Signed by:  
By Gina Occhipinti Borasi 6/13/2025  
E4E4DC3BA53B4DB...  
Risk Management

Recommended for Approval:

DocuSigned by:  
By Kimberly Finley 6/13/2025  
553123D22A0D4B5...  
Real Property

Recommended for Approval:

DocuSigned by:  
By Jeff Rosell 6/13/2025  
D8227E2FDF3A4D8...  
Jeffrey S. Rosell, District Attorney