

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“**Amendment**”) is made and entered into effective as of October 9, 2024, by and between the Town of Ross, a California municipal corporation (“**Landlord**”), Ross Valley Paramedic Authority, a joint powers agency of the State of California (“**Tenant**”), and the Ross Valley Fire Department a joint powers authority of the State of California (“**Third Party Beneficiary**”). Landlord, Tenant and Third Party Beneficiary are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Landlord, Tenant and Third Party Beneficiary are parties to that certain Lease Agreement dated July 1, 2020 (“**Lease**”), pursuant to which Landlord leased to Tenant a portion of the Ross Valley Fire Department, Station 18, located at 33 Sir Francis Drake Boulevard, Ross, California, consisting of sleeping areas, bathroom, office space, engine bay and storage room (“**Premises**”). The Lease was amended on May 2, 2024 and is scheduled to expire on September 30, 2024.

B. Landlord and Tenant have determined that it may be a benefit to the community to construct a new paramedic facility that includes separate ambulance bays for Tenant in the Town of Ross. Recognizing that such a project will require a lengthy period of time to analyze, the Parties desire to extend the term of the Lease.

C. Accordingly, subject to the other terms and conditions described herein, the Parties desire to extend the Lease term for three months commencing October 1, 2024.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Term.** The term of the Lease shall be extended for a period of three months, such that the extended term commences on October 1, 2024 (“**Extension Commencement Date**”) and continues until December 31, 2024 (“**Extension Term**”).
2. **Rent.** During the Extension Term, the annual rent shall increase by 2.5%, applied retroactively to July 1, 2024. The new annual rent is \$34,275.68. Pursuant to the Joint Powers Authority agreement between Landlord and Third Party Beneficiary, the annual rent and all other sum due from Tenant under this Lease shall be paid by Tenant to Third Party Beneficiary, unless otherwise directed in writing by Landlord.
3. **Lease.** Except as modified by this Amendment, all provisions of the Lease shall remain unchanged and in full force and effect.
4. Nothing in this Amendment shall be interpreted to bind or commit any Party to the approval, construction, or use of any particular improvements including, but not limited to, paramedic facilities or ambulance bays.

5. Counterparts. This Amendment may be executed in counterparts and/or by electronic signature, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Lease effective as of the date first written above.

LANDLORD:

Town of Ross, a California municipal corporation

By: _____

Name: _____
Town Manager

TENANT:

Ross Valley Paramedic Authority, a joint powers authority of the State of California

By: _____

Name: _____

Title: _____

THIRD PARTY BENEFICIARY

Ross Valley Fire Department, a joint powers authority of the State of California

By: _____

Name: _____

Title: _____