

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
KENSINGTON FIRE PROTECTION DISTRICT AND
KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT
FOR OCCUPANCY OF KENSINGTON PUBLIC SAFETY BUILDING**

THIS FIRST AMENDMENT is hereby entered into this 11th day of June, 2020 by and between the Kensington Police Protection and Community Services District, a public agency (“KPPCSD”), and Kensington Fire Protection District, a public agency (“KFPD”).

RECITALS

A. KPPCSD and KFPD are parties to a Lease Agreement dated October 25, 2018 (“the Lease”) regarding that certain Premises within the public safety building located at 215/217 Arlington Avenue, Kensington, California.

B. The current term of the Lease ends on June 30, 2020.

C. The parties desire to extend the term of the Lease until September 30, 2020, after which the Lease will continue as a month-to-month tenancy until notice of non-renewal is timely given, subject to the terms and conditions set forth below.

NOW, THEREFORE, KPPCSD and KFPD hereby agree as follows:

1. Recitals. The Recitals are incorporated into this First Amendment as if fully set forth in this Section 1.

2. Definitions. Any and all capitalized terms used herein, unless otherwise specified, shall have the meanings ascribed to them in the Lease.

3. Extension of Lease Term. The Lease Term is hereby extended through to and including September 30, 2020, under the same terms and conditions as set forth in the Lease, except as otherwise provided in this First Amendment. On October 1, 2020, the Lease Term will be month-to-month until either party delivers thirty (30) days advance written notice of termination. Any such termination shall be effective at the end of the month following the delivery of the notice.

4. Other Provisions. All other provisions of the Lease shall remain in effect.

5. Severability. The parties hereto intend and believe that each provision in this First Amendment comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this First Amendment is found by a court of law to be in violation of any applicable ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, void or unenforceable as

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written, then such provision shall be given force to the fullest possible extent that the same is legal, valid and enforceable and the remainder of this First Amendment shall be construed as if such provision was not contained therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

KENSINGTON FIRE PROTECTION DISTRICT

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

DocuSigned by:
Mary Morris-Mayorga
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Mary Morris-Mayorga, Interim General Manager

DocuSigned by:
William A. Lindsay
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Bill Lindsay, General Manager

Approved as to form:
DISTRICT COUNSEL

DocuSigned by:
[Signature]
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John Bakker

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