

**CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET  
MARTINEZ, CALIFORNIA 94553-1229**

**FEDERAL D. GLOVER, CHAIR**

**KAREN MITCHOFF, VICE CHAIR**

**JOHN GIOIA**

**CANDACE ANDERSEN**

**DIANE BURGIS**

**DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900**

**JEFF CARMAN, FIRE CHIEF**

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO TWO (2) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day.  
Your patience is appreciated.

A closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at [www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us).

**AGENDA  
July 11, 2017**

**1:30 P.M.** Convene and call to order.

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.1 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Director or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

**DISCUSSION ITEMS**

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

**D.3** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Jeff Carman, Fire Chief)

**CONSENT ITEMS**

- C.1** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a lease agreement with Seecon Financial and Construction Co., Inc. for 19,704 square feet of office space located at 4005 Port Chicago Highway, Suite 250, Concord, for use as the Contra Costa County Fire Protection District's administrative offices. (CCCFPD General Operating Fund & EMS Transport Fund)

### **GENERAL INFORMATION**

The Board meets in its capacity as the Board of Directors of the Contra Costa County Fire Protection District pursuant to Ordinance Code Section 24-2.402. Persons who wish to address the Board of Directors should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours. All matters listed under CONSENT ITEMS are considered by the Board of Directors to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Commission votes on the motion to adopt. Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Directors can be submitted to the office of the Clerk of the Board via mail: Contra Costa County Fire Protection District Board of Directors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The District will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106. Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements. Applications for personal subscriptions to the Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The Board of Directors' agenda and meeting materials are available for inspection at least 96 hours prior to each meeting at the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California.

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[www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us)

## **ADVISORY COMMISSION**

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, August 14, 2017 at 7:00 p.m. at the District Training Center, 2945 Treat Blvd., Concord, CA 94518.

**AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.**

### **Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):**

The Contra Costa County Fire Protection District has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

**AB** Assembly Bill  
**ABAG** Association of Bay Area Governments  
**ACA** Assembly Constitutional Amendment  
**ADA** Americans with Disabilities Act of 1990  
**AFSCME** American Federation of State County and Municipal Employees  
**ARRA** American Recovery & Reinvestment Act of 2009  
**BAAQMD** Bay Area Air Quality Management District  
**BART** Bay Area Rapid Transit District  
**BayRICS** Bay Area Regional Interoperable Communications System  
**BGO** Better Government Ordinance  
**BOC** Board of Commissioners  
**CALTRANS** California Department of Transportation  
**CAER** Community Awareness Emergency Response  
**CAL-EMA** California Emergency Management Agency  
**CAO** County Administrative Officer or Office  
**CCE** Community Choice Energy  
**CBC** California Building Code  
**CCCPCFD (ConFire)** Contra Costa County Fire Protection District  
**CCHP** Contra Costa Health Plan  
**CCTA** Contra Costa Transportation Authority  
**CCRMC** Contra Costa Regional Medical Center  
**CCWD** Contra Costa Water District  
**CFC** California Fire Code  
**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire (CCCPCFD)** Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPF** – California Professional Firefighters  
**CPI** Consumer Price Index  
**CSA** County Service Area

**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**EBMUD** East Bay Municipal Utility District  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IAFF** International Association of Firefighters  
**ICC** International Code Council  
**IFC** International Fire Code  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1  
**Local 1230** Contra Costa County Professional Firefighters Local 1230  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding  
**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**NFPA** National Fire Protection Association  
**OES-EOC** Office of Emergency Services-Emergency Operations Center  
**OPEB** Other Post Employment Benefits  
**OSHA** Occupational Safety and Health Administration  
**PACE** Property Assessed Clean Energy  
**PARS** Public Agencies Retirement Services  
**PEPRA** Public Employees Pension Reform Act

**RFI** Request For Information  
**RFP** Request For Proposal  
**RFQ** Request For Qualifications  
**SB** Senate Bill  
**SBE** Small Business Enterprise  
**SEIU** Service Employees International Union  
**SUASI** Super Urban Area Security Initiative  
**SWAT** Southwest Area Transportation Committee  
**TRANSPAC** Transportation Partnership & Cooperation (Central)  
**TRANSPLAN** Transportation Planning Committee (East County)  
**TRE** or **TTE** Trustee  
**TWIC** Transportation, Water and Infrastructure Committee  
**UASI** Urban Area Security Initiative  
**UCOA** United Chief Officers Association  
**vs.** versus (against)  
**WAN** Wide Area Network  
**WBE** Women Business Enterprise  
**WCCTAC** West Contra Costa Transportation Advisory Committee



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: July 11, 2017

Subject: Fire Chief's Report - July 11, 2017

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**RECOMMENDATION(S):**

ACCEPT a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

At the request of the Contra Costa County Fire Board of Directors, the Fire Chief is providing a report on the status and progress of the various District initiatives.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **07/11/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: July 11, 2017

Contact: Jeff Carman, Fire Chief  
925-941-3500

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## ATTACHMENTS

Fire Chief's Report - July  
2017



July 11, 2017

TO: Board of Directors

FROM: Jeff Carman, Fire Chief

RE: Fire Chief's Report

- 
- Fire Station 16: The final construction drawings were presented to the City of Lafayette on June 20. They are currently in the plan review process. The bid process for prequalified contractors will begin this month. We anticipate receiving a building permit awarding a contract for construction in September.
  - Fire Station 70: We continue to finalize the CEQA process in partnership with the City of San Pablo. The CEQA process should be complete this month, and the architect will be able to continue with the construction drawings. On July 5, we received the executed MOU with the City of San Pablo.
  - The District's new Hazardous Materials Response Team completed their first week of chemistry training in June. The instructor was impressed with the engagement of our personnel, and all students successfully passed the most difficult week of the training. Training will continue for approximately one week per month through November.
  - The District recently succeeded in procuring a reserve firefighting bulldozer from the State surplus program. The bulldozer was retired from CalFire and was procured for \$20,000. In the coming months, we hope to also purchase a retired dozer transport at a similar reduced rate to add depth to our existing program. The District would like to extend its appreciation to Assemblymembers Baker, Frazier, Grayson, and Thurmond for their assistance in the purchase of this equipment.
  - The District continues to negotiate with East Contra Costa Fire Protection District regarding mutual and automatic aid. As you know, that district closed their fourth station and are now operating under a three-station model. We hope to find a balanced agreement that will serve the needs of both districts.
  - On July 21, we will be honoring Fire Captain Matt Burton and Fire Engineer Scott Desmond who gave their lives ten years ago in an attempt to rescue two civilians from a structure fire in west County. We would be privileged by the attendance of our Board of Directors as we make evident that although they have gone before us, we still remember the lessons we learned and the sacrifice made by Captain Burton and Engineer Desmond.

- On June 28, we held a ribbon cutting ceremony for the OpTerra Solar Project. We wish to thank our Board of Directors for their support. The long term energy savings from this project not only offset the cost of the solar photovoltaic equipment but will also fund the replacement of aging and ineffective HVAC equipment at many of the District's facilities.
- Truck 84, the apparatus that was recently struck on Highway 4, is being repaired and should be back in our possession by November. Estimated repair costs are approximately \$100,000.



**Contra  
Costa  
County**

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: July 11, 2017

Subject: Lease Agreement for Relocation of Fire District Administrative Divisions

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a lease agreement with Seecon Financial & Construction Co., Inc. for 19,704 square feet of office space located at 4005 Port Chicago Highway, Suite 250, Concord, for use as the Contra Costa County Fire Protection District's Administrative offices.

**FISCAL IMPACT:**

The initial term of this lease is five (5) years. The monthly rent starts at \$42,372 and rises to \$47,693 over the initial five year period. The lease provides for two 30-month renewal terms for a total potential term of ten (10) years.

Currently, \$400,000 is appropriated for lease payments in the 2017-18 adopted budget, and the earliest anticipated occupation date is December 2017. In addition to budgeted lease payments, there are other costs involved in the move, such as tenant improvements.

The tenant improvements have been negotiated to allow a build out allowance of \$591,120. Initial estimates for tenant improvement work is up to \$65 per square foot, for a total of \$1,280,760 for construction. This leaves the District responsible for \$689,640.

In

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **07/11/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: July 11, 2017

Contact: Aaron McAlister, Assistant Fire  
Chief 925-941-3503

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

### FISCAL IMPACT: (CONT'D)

addition to tenant improvement work, the District will be responsible for the low voltage cabling (telephone and internet) and furniture. The costs are currently estimated at \$150,000 for IT-related telephone, security and data; \$325,000 for furniture; and \$25,000 for the physical move.

The source of funding for these improvements will be the District's General Operations Fund and the EMS Transport Fund.

### BACKGROUND:

The Contra Costa County Fire Protection District (District) Administration and Fire Prevention Bureau has been located at 2010 Geary Road in Pleasant Hill since 1975. The population served by the District has grown substantially since that time, as has the mission and scope of services provided by the District. The present headquarters is no longer adequate for the needs of the District.

The District has administrative and support staff working in multiple location throughout the District due to space constraints. Not only does the present location lack the physical space for staff, it lacks adequate conference space and adequate storage space for sensitive records such as personnel records and fire investigation reports. Through this relocation and combining of staff who presently work in different locations, some efficiencies will be achieved. The new location will provide more functional work space to serve the needs of the public. The plan review area and public service counter will be compliant with the Americana with Disabilities Act and public restrooms will be available.

The long term vision is for the District to relocate administration, dispatch, EMS, and other District functions to the Public Safety Campus on the former Concord Naval Weapons site. This plan is not fully developed and will take several years to become formalized. Leasing an office building to fill this gap is the best option for the District.

The District has worked with the Real Estate Division of the County to search, identify, and negotiate a lease agreement for the property located at 4005 Port Chicago Highway in Concord.

The proposed location is near the Concord Naval Weapons site and will provide easy access for District staff to be intimately involved in the development of the future public safety campus. The planning and construction process will take substantial time and close proximity will be a benefit.

### CONSEQUENCE OF NEGATIVE ACTION:

The District could search for alternative sites or choose not to relocate. If this lease is not approved, the District will continue to operate from multiple locations with a lack of available space. The District could incur additional expense while searching for alternatives.

### CHILDREN'S IMPACT STATEMENT:

No impact.

### ATTACHMENTS

Lease Agreement

Work Letter

## LEASE

### **FIRE PROTECTION DISTRICT 4005 PORT CHICAGO HIGHWAY, SUITE 250 CONCORD, CALIFORNIA**

This lease is dated July 11, 2017, and is between SEECON FINANCIAL & CONSTRUCTION CO., INC., a California corporation (“**Lessor**”) and the CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district under the laws of the State of California (“**District**”).

#### **Recitals**

- A. Lessor is the owner of that certain real property located at 4005 Port Chicago Highway, Concord, California, as more fully described in Exhibit A (the “**Real Property**”). The property is improved with a two-story office building commonly known as North Point Technology Center I (the “**Building**”).
- B. Lessor desires to lease to District and District desires to lease from Lessor a portion of the Building consisting of approximately 19,704 square feet of floor space known as Suite 250 (the “**Premises**”), as shown in the floor plan attached as Exhibit B, along with the non-exclusive use of forty-nine (49) parking stalls and exclusive use of approximately twenty-six (26) parking stalls. The location of the approximately twenty-six (26) exclusive-use parking stalls is shown in Exhibit C.
- C. Simultaneous with the execution of this lease, Lessor and District are entering into a work letter that sets forth how tenant improvements in the Premises are to be constructed, who will undertake the construction of the tenant improvements, who will pay for the construction of the tenant improvements, and the time schedule for completion of the construction of the tenant improvements (the “**Work Letter**”). The Work Letter is a part of this lease.

The parties therefore agree as follows:

#### **Agreement**

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, Lessor hereby leases to District and District hereby leases from Lessor, the Premises.
- 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at District’s election, Renewal Terms, each as defined below.

- a. Initial Term. The “**Initial Term**” is five years, which begins on the Commencement Date, as defined in the Work Letter.
  - b. Renewal Terms. District has two options to renew this lease for a term of thirty months for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth herein; provided (i) District is not in default beyond any applicable cure period as of the beginning date of the Renewal Term, and (ii) District is not in default on the day a Renewal Notice, as defined below, is given.
    - i. Not less than one hundred eighty (180) days prior to the end of the Term, District shall deliver a written notice to Lessor informing Lessor of District’s election to renew the lease (a “**Renewal Notice**”); provided, however, if District fails to deliver such notice, its right to renew the Lease will not expire until fifteen working days after District’s receipt of Lessor’s written demand that District exercise or forfeit the option to renew.
    - ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
3. Rent. District shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
1-12	\$42,372
12-24	\$43,555
25-36	\$44,934
37-48	\$46,314
49-60	\$47,693

b. Renewal Term.

i. First Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
61-72	\$49,073
73-84	\$50,545
85-90	\$52,061

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ii. Second Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
91-96	\$52,061
97-108	\$53,623
109-120	\$55,232

Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

- c. Lessee shall mail all payments payable to Seecon Financial & Construction Co., Inc., c/o Sierra Pacific Properties, Inc., 1800 Willow Pass Court, Concord, CA 94520, or such other address provided in writing by Lessor.
4. Use. District may use the Premises for the purpose of conducting various office use functions of District.
5. Full Service Lease. Subject to Section 6 – Maintenance and Repairs, this is a full service lease. Lessor shall pay all of the Building's operating costs, including, but not limited to, all maintenance and repairs, real estate taxes, and building insurance. Lessor shall pay for all utilities, including but not limited to, gas and electric service, water, and sewer. In addition, Lessor shall pay for all pest control, janitorial and refuse collection services provided to the Premises.
6. Maintenance and Repairs.
- a. Janitorial Services. Janitorial services are to be provided to the Premises Monday through Friday, with the exception of generally recognized holidays. Minimum janitorial services to be provided by Lessor are set forth on Exhibit D. If District requires janitorial services not included on Exhibit D hereto, the District is responsible for the cost of such services.
- b. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, used in the Premises.
- c. Fire Extinguishers; Smoke Detectors; Strobe Alarms. At no cost to the District, Lessor shall provide fire extinguishers, smoke detectors, and strobe alarms in the Premises as required by current laws, regulations, and the Fire Marshall. Lessor shall maintain, repair and replace the fire extinguishers, smoke detectors, and strobe alarms as needed.
- d. Interior of Premises. District shall keep and maintain the interior of the Premises in good order, condition and repair. Lessor, at its own expense, without right of

reimbursement, shall repair any damage to the interior caused by Lessor's failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks, window leaks, and/or interior and exterior wall leaks. District shall maintain all locks and key systems used in the Premises. The District may install and maintain an interior alarm system, if deemed necessary by the District.

- e. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
  - f. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. If the District requires the use of the heating, ventilating, and air-conditioning ("**HVAC**") systems outside their normal operating hours, the District is responsible for the cost of the HVAC incurred by such use. Normal operating hours are Monday through Friday between the hours of 7:00 am and 7:00 pm, excluding District holidays
  - g. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair.
  - h. Services by Lessor. If District determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at District's request, Lessor shall perform such service at District's expense. In performing the service, Lessor shall consult with District and use either licensed insured contractors or employees of Lessor. Lessor shall obtain District's prior written approval of the scope, terms, and cost of any contracts. District may, by giving Lessor thirty (30) days prior written notice, change the level of service, terminate any or all service.
7. Interior Maintenance. District shall maintain all locks and key systems used in the Premises. The District may install and maintain an interior alarm system, if deemed necessary by the District.
8. Maintenance – Building Operating Systems. At no cost to District, Lessor shall repair and maintain the electrical, lighting, water and plumbing systems, and HVAC systems (together, such systems and equipment are the "**Operating Systems**") in good order, condition and repair. Lessor shall obtain and maintain all permits related to the Operating Systems.

If one or more Operating Systems fail, District Fire Chief, or his or her designee (the "**District Representative**"), will notify Lessor of such failure and Lessor shall use commercially reasonable efforts to correct the problem. The District Representative's notice of an Operating System failure shall be delivered to Lessor by both telephone and email as follows:

[Remainder of Page Intentionally Left Blank]

Contact: Seecon Financial & Construction Co., Inc.  
c/o Sierra Pacific Properties, Inc.  
Attn: Meredith Murphy  
Phone Number: (925) 288-9982  
Email Address: meredith.murphy@spprop.com

And: Seecon Financial & Construction Co., Inc.  
Attn: Douglas Messner  
Sierra Pacific Properties, Inc.  
1800 Willow Pass Court  
Concord, CA 94520  
Phone Number: (925) 609-6200  
Email Address: dmessner@spprop.com

And: Seecon Financial & Construction Co., Inc.  
Attn: Kurt Hysen  
Sierra Pacific Properties, Inc.  
1800 Willow Pass Court  
Concord, CA 94520  
Phone Number: (925) 609-6246  
Email Address: kurt.hysen@spprop.com

If Lessor fails to respond within twenty-four hours and fails to use reasonable efforts to pursue the repair of the problem within seventy-two hours after the District Representative's notice, District may attempt to correct the problem. Lessor shall reimburse District for any out-of-pocket costs actually incurred by District in repairing, or attempting to repair, an Operating System upon receipt of District's invoice.

9. Quiet Enjoyment. Provided District is in compliance with the material terms of this lease, Lessor shall warrant and defend District in the quiet enjoyment and possession of the Premises during the Term.
10. Intentionally Deleted.
11. Intentionally Deleted.
12. Alterations; Fixtures and Signs. District may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("**District Fixtures**") in or upon the Premises which do not affect the Building systems. The District may erect exterior building signage in and or upon the Premises that identifies the District as a tenant of the Building subject to Lessor approval, not to be unreasonably withheld, and District's obtaining all governmental approvals. The sign is to be situated facing Port Chicago Highway in a location, size, color, copy nature, and display quality that is mutually acceptable to Lessor and the District. Any District Fixtures will remain the property of District and may be removed from the Premises by District at any time during the Term. District is responsible for the cost of all alterations and District Fixtures. All

alterations and District Fixtures are subject to Lessor's approval and must comply with existing code requirements. The District is responsible for obtaining any necessary approvals from the City of Concord. Any District Fixtures will remain the property of the District and may be removed from the Premises by the District at any time during the Term, but in any event will be removed at the expiration of the Term and any damage repaired.

13. Prior Possession. During the construction of the Tenant Improvements and prior to the Commencement Date, District has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for District's occupancy and to store furniture, supplies and equipment, provided such work and storage can be effected without unduly interfering with Lessor's completion of any tenant improvements, final building inspection, or receipt of an occupancy permit. Such work and storage do not constitute occupancy of the Premises.
14. Insurance.
  - a. Liability Insurance - District. Throughout the Term, District shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. District's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees. District shall provide Lessor with a letter of self-insurance affirming the existence of the self-insurance program.
  - b. Liability Insurance - Lessor. Throughout the Term, Lessor shall maintain in full force and effect, at its sole expense, commercial general liability insurance, with limits of not less than \$2,000,000 per occurrence. Lessor shall provide District with a copy of its certificate of insurance affirming the existence of such insurance.
  - c. Property Insurance. Lessor shall insure the Building, any improvements and betterments, its own contents and its personal property contained within or on the Building under a standard all-risk policy. Lessor shall provide District with a copy of its certificate of insurance affirming the existence of such insurance. District shall provide insurance for the Premises, any improvements and betterments, its own contents, and its personal property contained within or on the Premises under a standard all-risk policy. Lessor has no interest in the insurance proceeds related to District's Improvements, equipment or fixtures and will sign all documents necessary or proper in connection with the settlement of any claim or loss by District.
15. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, District shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except District Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. District is not responsible

for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.

16. Waste, Nuisance. District may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
17. Inspection. Lessor, or its proper representative, agents, employees, designated representatives or contractor, may enter the Premises at any time in the case of an emergency, and otherwise by reasonable prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) District is in compliance with the terms and conditions of this lease.
18. Perilous Conditions. If the District Fire Chief becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of District employees and/or invitees (a “**Perilous Condition**”), the District Fire Chief, or his or her designee, will immediately notify Lessor of the Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition. The District Representative’s notice of a Perilous Condition shall be delivered to Lessor by telephone or email as follows:

Contact: Seecon Financial & Construction Co., Inc.  
c/o Sierra Pacific Properties, Inc.  
Attn: Meredith Murphy  
1401 Willow Pass Road, Suite 860  
Concord, CA 94520  
Phone Number: (925) 288-9982  
Email Address: meredith.murphy@spprop.com

And: Seecon Financial & Construction Co., Inc.  
Attn: Douglas Messner  
Sierra Pacific Properties, Inc.  
1800 Willow Pass Court  
Concord, CA 94520  
Phone Number: (925) 609-6200  
Email Address: dmessner@spprop.com

And: Seecon Financial & Construction Co., Inc.  
Attn: Kurt Hysen  
c/o Sierra Pacific Properties, Inc.  
1800 Willow Pass Court  
Concord, CA 94520  
Phone Number: (925) 609-6246  
Email Address: kurt.hysen@spprop.com

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through District or otherwise.

If Lessor fails to address a Perilous Condition within twenty-four (24) hours after District's notice or to immediately address an emergency situation, District may attempt to resolve the Perilous Condition or emergency situation. Lessor shall reimburse District for any costs incurred by District in addressing the Perilous Condition or emergency situation promptly upon receipt of District's invoice.

19. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within one hundred twenty (120) days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that District will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by the District and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in one hundred twenty (120) days, District will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of a total destruction of the Premises or the Building.

20. Hazardous Material. Lessor warrants to District that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold District harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Building, Real Property, or Premises by or at the request of District, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that District has no obligation to clean up or remediate, or contribute to the cost of clean up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Building, Real Property, or Premises by District or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

**“Hazardous Material”** means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

21. Indemnification.

- a. District. District shall defend, indemnify and hold Lessor and Lessor's officers, directors, shareholders, affiliates, employees and agents harmless from District's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of District, its officers, agents or employees in using the Premises pursuant to this lease, or the District's performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of the Building owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.
- b. Lessor. Lessor shall defend, indemnify and hold District harmless from Lessor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor's performance under this lease, or the Lessor's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or maintained by Lessor, except to the extent caused or contributed to by (i) the negligent acts, errors, or omissions of District, its officers, agents, or employees, and/or (ii) the unauthorized or criminal entry of third parties into the Premises, Building, or Real Property regardless of any breakdown, malfunction, or insufficiency of the security measures, practices or equipment provided by Lessor.

22. Default.

The occurrence of any of the following events is a default under this lease:

- a. District.
  - i. District's failure to pay Rent within ten business days after receipt of a written notice of failure (a "**Notice**") from Lessor to District; provided, however, that District will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the District's Board of Supervisors to adopt a budget. In no event may such additional time exceed sixty (60) days from receipt of a Notice.
  - ii. District's failure to comply with any other material term or provision of this lease if such failure is not remedied within thirty days after receipt of a Notice from Lessor to District specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be

remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of District's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days, provided District commences curing such default within thirty days and thereafter diligently proceeds to cure such default.

b. Lessor.

- i. Lessor's failure to complete the Tenant Improvements accordance with the Construction Schedule attached to the Work Letter.
- ii. Lessor's failure to perform any obligation under this lease if such failure is not remedied within thirty days after receipt of a Notice from District to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, provided Lessor commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.

23. Remedies.

- a. Lessor. Upon the occurrence of a default by District, Lessor may in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. District. Upon the occurrence of a default by Lessor, District may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to District or (ii) proceed to repair or correct the failure and, at District's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay promptly upon receipt.
  - i. Termination under this section is effective on the date the notice is deemed effective in accordance with Section 24 – Notices.
  - ii. If the District elects to complete the Tenant Improvements or repair or correct any other Lessor default, the District may, at its sole discretion, elect to either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.

24. Notices. Except as provided in Section 8 - Maintenance – Building Operating Systems, and Section 18 – Perilous Conditions, any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: Seecon Financial & Construction Co., Inc.  
c/o Sierra Pacific Properties, Inc.  
Attn: President  
1800 Willow Pass Court  
Concord, CA 94520

With copy to: Seecon Financial & Construction Co., Inc.  
Attn: Legal  
4021 Port Chicago Highway  
Concord, CA 94520

To District: Contra Costa County  
Fire Protection District  
Attn: Fire Chief  
2010 Geary Road  
Pleasant Hill, CA 94523

With copy to: Contra Costa County  
Public Works Department  
Attn: Principal Real Property Agent  
255 Glacier Drive  
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

25. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
26. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month, terminable upon thirty (30) days' notice given at any time, and is subject to the terms of this lease. During such holding over, District shall pay, in advance, Rent equal to one hundred twenty-five percent (125%) of the current Rent at the time of expiration of the Lease. Holding over shall not constitute an extension of the lease.
27. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
28. Governing Law. The laws of the State of California govern all matters arising out of this lease.

[Remainder of Page Intentionally Left Blank]

29. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
30. Force Majeure. Whenever a day is appointed under this lease on which, or a period of time is appointed within which, either party to this lease is required to do or complete any act, matter or thing, other than the payment of money on or after the Commencement Date, the time for doing or completing the act, matter or thing will be extended by a period of time equal to the number of days that the party required to act is prevented from doing or completing the act, matter or thing (or its ability to do or complete the act, matter or thing, is unreasonably interfered with) because of strikes, lock-outs, embargoes, unavailability of labor, materials or utilities, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, terrorist attacks, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, nothing contained in this section excuses District from the prompt payment of any Rent or other charge required of District under this lease; and furthermore provided nothing contained in this section affects District's right to address Perilous Conditions as described in Section 18 – Perilous Conditions, or District's right to correct problems as described in Section 8 – Maintenance – Building Operating Systems.
31. Estoppel Certificate. Within twenty (20) days after a written request from Lessor, District's Director of General Services or his designee shall execute and deliver to Lessor a written statement certifying: (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Rent and the date to which Rent and additional rent, if any, have been paid in advance; and (c) that Lessor is not in default under this lease or, if Lessor is claimed to be in default, stating the nature of any claimed default. A purchaser, assignee or lender may rely upon such statement.
32. Liens. District shall keep the Premises, the Building, the common areas and the Real Property free from any liens arising out of the work performed, materials furnished, or obligations incurred by District or District's parties. District further covenants and agrees that should any mechanic's lien be filed against the Premises, the Building, the common areas or the Real Property for work claimed to have been done for, or materials claimed to have been furnished to the District, said lien will be discharged by District, by bond or otherwise, within thirty (30) days after the filing thereof, at the cost and expense of District.
33. Interest on Past Due Obligations. Except as otherwise expressly provided in this lease, any amount due from District to Lessor under this lease that is not paid when due will bear interest at the rate of five percent (5%) per annum from the date due until the date paid. This section does not alter the terms and conditions set forth in Section 22 – Default.

34. Sale or Transfer by Lessor. In the event of any transfer or transfers of Lessor's interest in the Premises, other than a transfer for security purposes only, the transferor shall automatically be relieved of any and all obligations and liabilities on the part of the transferor accruing from and after the date of such transfer; provided, however, that any funds in the hands of Lessor in which District has an interest, at the time of such transfer, shall be turned over to the transferee and upon such transfer, Lessor shall be discharged from any further liability with reference to such funds.
35. Lessor Covenants and Obligations. Other than the covenants and obligations of Lessor set forth in Section 21 – Indemnification, which shall survive the termination or assignment of this lease, the covenants and obligations of Lessor contained in this lease are binding upon Lessor, its successors and assigns only during their respective periods of ownership. District agrees to look solely to Lessor's interest in the Building and Real Property (or the proceeds thereof) for the satisfaction of any remedy of District, for the collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder. No other property or assets of Lessor may be subject to levy, execution, or other enforcement procedure for the satisfaction of District's remedies under or with respect to this lease, or District's use or occupancy of the Premises.
36. Miscellaneous.
- a. District hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service, safety patrol or other security measures, and that Lessor has no obligation whatsoever to provide the same. District assumes all responsibility for the protection of District, its agents, employees, and invitees from acts of third parties.
  - b. To Lessor's actual knowledge, neither the common area of the Building nor the Premises have undergone inspection by a Certified Access Specialist (CASp). The foregoing disclosure does not affect Lessor's or District's respective responsibilities for compliance of construction-related accessibility standards as provided under this lease. A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Lessor may not prohibit District from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of District, if requested by District. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.
37. Real Estate Commission. In negotiating this lease, Lessor is represented by Transwestern ("Transwestern") and District is represented by Contra Costa County-Public Works (County). Lessor shall pay a real estate commission to Transwestern pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is

entitled to a real estate commission when it represents District. The County warrants to Lessor that County's contact with Lessor in connection with this lease has been directly with Transwestern.

Lessor shall pay to County a real estate commission equal to two and one-half percent (2.5%) of the rent payable during the Initial Term in the amount of Fifty-Four Thousand Six Hundred Seventy-Eight and 60/100 Dollars (\$54,678.60) (the "**County Commission**"). Lessor shall pay one-half of the County Commission upon the execution of this lease and the remainder on the Commencement Date.

Lessor warrants that no other broker or finder, other than Transwestern and the County, can properly claim a right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Premises. Lessor and County shall indemnify, defend, protect and hold each other harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Transwestern and County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Premises and this lease.

38. Lessor's Representation and Warranties. Lessor represents and warrants to the District that Lessor is the owner of the Building and that the Building is presently zoned to permit its use for the purposes contemplated by this lease. In addition, Lessor represents and warrants that the individuals signing this lease on behalf of Lessor are authorized to do so.

[Remainder of Page Intentionally Left Blank]

39. Entire Agreement; Construction; Modification. This lease, the Work Letter, the exhibits, and any rider or addendum attached hereto or thereto that is properly executed by both parties, constitute the entire agreement between the parties hereto with respect to the subject matter hereof. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. The headings of the paragraphs and pages are for convenience only and are not a part of this lease, nor may they be considered in construing the intent of this lease. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease as of the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY FIRE  
PROTECTION DISTRICT, a fire protection  
district under the laws of the State of California

By: \_\_\_\_\_  
Jeff Carman  
District Fire Chief

SEECOM FINANCIAL &  
CONSTRUCTION CO., INC., a  
California corporation

By: \_\_\_\_\_  
Douglas W. Messner  
Vice President

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
Albert D. Seeno, Jr.  
President

By: \_\_\_\_\_  
Dave Silva  
Real Property Agent

APPROVED AS TO FORM:  
SHARON L. ANDERSON, COUNTY  
COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

**EXHIBIT A  
REAL PROPERTY  
NORTH POINTE TECHNOLOGY CENTRE I**

Description of Property located in the City of Concord, County of Contra Costa, State of California, to wit:

**PARCEL ONE:**

Parcel A, as shown on the Map entitled "Parcel Map Subdivision MSC -401-00", City of Concord, Contra Costa County, California, which Map was filed in the Office of the Recorder of the County of Contra Costa, on May 9, 2000 in Book 178 of Parcel Maps at Page(s) 33.

**RESERVING THEREFROM:**

A non-exclusive easement for reciprocal parking over the area described as "Reciprocal Parking Area". Said easement is appurtenant to and for the benefit of Parcel B as shown on the above referenced Map.

**EXCEPTING THEREFROM:**

All oil, gas, other hydrocarbon substances, minerals and naturally created hot water and steam in and under said real property and lying below a point which is 500 feet below the surface of the ground; provided, however that any exploration for or removal of any such oil, gas, other hydrocarbon substances, minerals and naturally created hot water and steam shall be by means of slant drilling or tunneling from lands adjacent to said real property or other methods not requiring operation on the surface of said real property and shall be performed so as not to endanger said surface or any structure which shall be erected or construction thereon, as reserved in the Deed from Standard Pacific Gas Line Incorporated, recorded August 20, 1986, in Book 13070, OR, Page 501.

**ALSO EXCEPTING THEREFROM:**

That portion thereof described in the Offer of Dedication to the City of Concord, recorded December 27, 1989, in Book 15564, OR, Page 136.

4005 Port Chicago Highway  
APN: 159-050-058

**PARCEL TWO:**

A non-exclusive easement for the benefit of Parcel One for private storm drainage "P.S.D.E." over Parcel B, as shown on the above referenced Map, being the area designated as "C/L 10' P.S.D.E."

**PARCEL THREE:**

A non-exclusive easement for the benefit of Parcel One for private irrigation water line "P.I.W.L.E." over Parcel B, as shown on the above referenced Map, being the area designated as "5' Private Irrigation Water Line Easement P.I.W.L.E."

**PARCEL FOUR: INTENTIONALLY DELETED**

**PARCEL FIVE:**

Portion of Lot 6, Map of Government or Gwin Ranch, filed November 8, 1884, Map Book D, Page 87, Contra Costa County Records being Parcel A, as described in the Lot Line Adjustment recorded March 23, 2001 as Instrument No. 200169746 of Official Records, described as follows:

Being all of that certain 1.553 acre parcel and a portion of that certain 2.593 acre parcel of land as said parcels are shown and so designated on Record of Survey RS 2232 filed in Book 110 of Licensed Surveyors Maps, Page 47, Contra Costa County Records, described as follows:

Beginning at the most northwesterly corner of said 2.593 acre parcel, said corner lying on the southerly right of way of Bates Avenue 72.00 feet wide; thence from said point of beginning along said southerly right of way and the westerly right of way of Port Chicago Highway as shown on said Record of Survey (110 LSM 47) the following courses: North 80° 34' 08" East, 296.47 feet, along the arc of a tangent 40.00 foot radius curve to the right through a central angle of 74° 32' 09" an arc distance of 52.04 feet, South 24° 53' 43" East, 124.49 feet, and South 20° 03' 52" East 122.90 feet to the southern line of said 1.553 acre parcel; thence along said southern line South 80° 34' 08" West, 254.74 feet to the eastern line of said 2.593 acre parcel; thence leaving said southern line South 80° 05' 15" West, 56.71 feet; thence South 80° 34' 08" West, 237.11 feet to the West line of said 2.593 acre parcel; thence along the boundary of said 2.593 acre parcel the following courses: North 19° 58' 08" West 73.41 feet, North 80° 34' 08" East 208.00 feet, and North 19° 58' 08" West, 201.81 feet to the point of beginning.

EXCEPTING THEREFROM:

Rights excepted and reserved in the Deed from Sacramento Northern Railway, recorded April 5, 1962, in Book 4091, Official Records, Page 534, as follows:

"All the oil, gas and minerals in or under the surface of said land, and all the rights of ownership therein and reserves to itself, its successors and assigns, the right and license of exploring, developing, mining or operating for, and extracting or removing, any or all of said products in or under said land, by slant drilling from beyond the external boundaries of said land."

ALSO EXCEPTING THEREFROM:

Mineral rights reserved in the Deed from Lawrence C. McDaniel, et al, recorded May 1, 1967, in Book 5358, Official Records, Page 548, as follows:

"1/2 of all oil, gas, asphaltum, and other hydrocarbons and all chemical gas, now or hereafter found, situated or located in all or any part or portion of the lands herein described lying more than five hundred feet (500') below the surface thereof, together with the right to slant drill for and remove all or any of said oil, gas, casinghead gas, asphaltum and other hydrocarbons and all chemical gas lying below a depth of more than five hundred feet below the surface thereof, but without any right whatsoever to enter upon the surface of said land or upon any part of said lands within five hundred feet (500') vertical distance below the surface thereof."

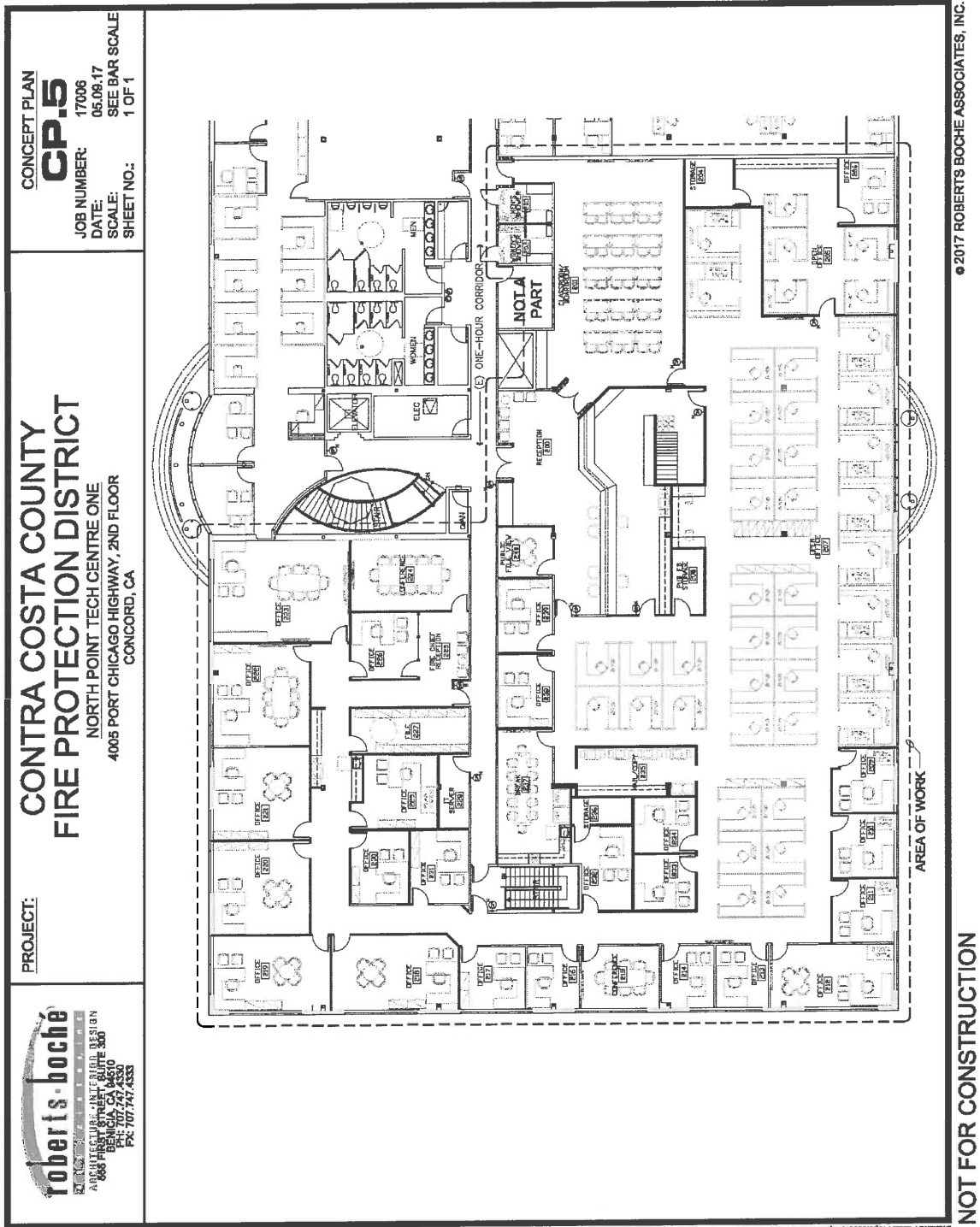
FURTHER EXCEPTING THEREFROM:

The rights reserved in the Deed from American Savings and Loan Association, to Albert D. Seeno Construction Co., recorded May 13, 1988, in Book 14330, Official Records, Page 512, as follows:

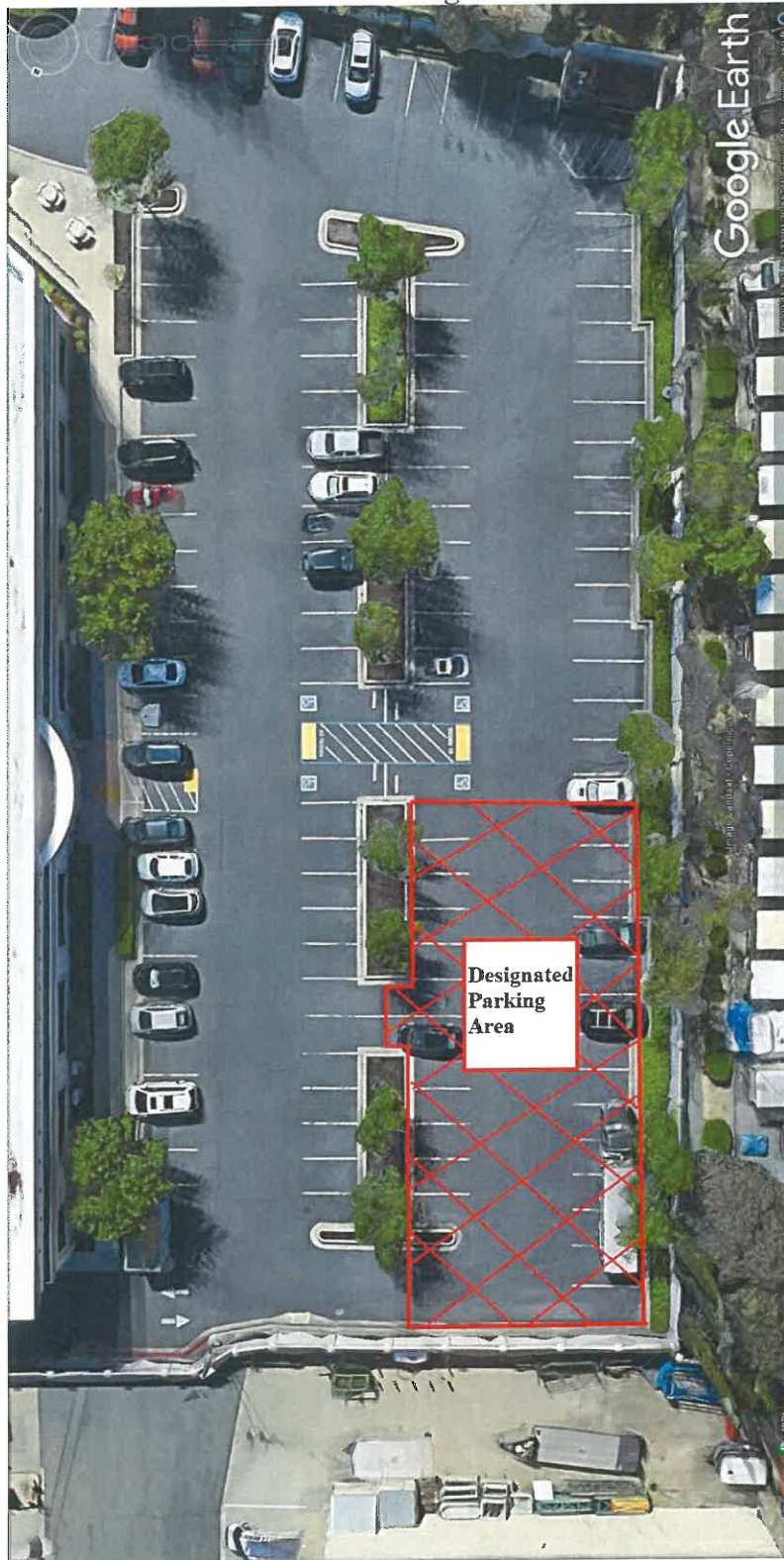
SAVING AND EXCEPTING all mineral, oil, gas and other hydrocarbon rights below depth of 500 feet, without right of surface entry.

4071 Port Chicago Highway  
APN: 159-050-060.

# EXHIBIT B Premises Floor Plan



## EXHIBIT C Parking



## **EXHIBIT D JANITORIAL SPECIFICATIONS**

### **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

#### **DAILY SERVICES**

1. Dust all desk tops, low file cabinet tops, lamps, and other furniture surfaces.
2. Empty all trash containers throughout the Premises, and replace trash container liners as necessary.
3. Vacuum or spot-vacuum carpets as necessary around entry, doors and heavy traffic areas. Spot-clean carpets as needed.
4. Remove spots and finger marks from glass on entry doors.
5. Replace burned out tubes and light bulbs.

#### **WEEKLY SERVICES**

1. Vacuum all carpets thoroughly throughout the Premises.
2. Dust counter tops, cabinets, tables, low-wall partitions, window sills, and telephones. Remove cobwebs.
3. Dust building completely, including mini blinds, if any, and window coverings.
4. Mop all vinyl floor areas weekly and strip, wax and buff when necessary.
5. Clean entry doors and all door hardware.

#### **MONTHLY SERVICES**

1. Dust and clean A/C diffusers, air vents and exhaust fans.
2. Dust vertical surfaces (furniture fronts, walls, etc.)
3. Dust all window blinds; damp-wipe window sills.

#### **ONCE YEARLY, IN JUNE**

1. Shampoo all carpets.

#### **ONCE YEARLY, IN APRIL**

1. Wash windows and glass on both sides.
2. Clean all ventilation grills.
3. Wash and clean all light fixtures, inside and outside.

#### **MISCELLANEOUS**

Security: Lock all doors and windows, turn off lights, set night lights and alarm systems before leaving the Premises.

## WORK LETTER

### **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT 4005 PORT CHICAGO HIGHWAY, SUITE 250 CONCORD, CALIFORNIA**

July 11, 2017

This work letter ("**Work Letter**") is part of the lease ("**Lease**") executed concurrently herewith between Seecon Financial & Construction Co., Inc., as landlord ("**Lessor**"), and the Contra Costa County Fire Protection District, as tenant ("**District**"), under which the District is leasing approximately 19,704 square feet of space in the building (the "**Building**") located at 4005 Port Chicago Highway, Suite 250, Concord, as more particularly described in the Lease.

Lessor and District mutually agree as follows:

1. Terms. All capitalized terms not defined herein have the meanings ascribed to them in the Lease. The provisions of this Work Letter supplement the Lease and are specifically subject to the provisions of the Lease. If there is a conflict between the provisions of the Lease and the provisions of this Work Letter, the provisions of the Lease control. Whenever the approval of District is required hereunder, approval is required of the District's Fire Chief or his or her designee (the "**District Representative**").
2. Lessor's Representation and Warranties. Lessor represents and warrants to District that Lessor is the owner of the Building, and the Building is presently zoned to permit its use for the purposes contemplated by this Work Letter and the Lease. In addition, Lessor represents and warrants that the individuals signing this Work Letter on behalf of Lessor are authorized to do so.

Lessor covenants and agrees that it will cause the Substantial Completion Date, as defined below, to occur no later than six months after the Lease and Work Letter have been signed by Lessor and District, and have been approved by Contra Costa County Fire District Board of Supervisors.

3. Base Building Work. Lessor, at Lessor's cost and expense, has constructed the Building shell and core (collectively, the "**Base Building Work**"). The Base Building Work includes, but is not limited to, the following elements of the Building: (a) concrete floors (without floor coverings), (b) finished perimeter walls (including windows, window frames, window blinds, and doors), (c) finished restrooms, (d) closets for telephone and electrical systems (but not the telephone systems themselves), (e) Building mechanical, electrical, and plumbing systems within the Building core only, (f) fire alarms and fire suppression systems on each floor of the Building, (g) all items necessary for the Building to satisfy the provisions of the Americans with Disabilities Act, including, without limitation, washrooms, elevators, drinking fountains, and the parking area, (h) all applicable code items, if required, relating to the other elements of the Base Building

Work, such as exit signs, speakers, fire doors, and any other life-safety support system for each floor, and (i) dry wall and tape of interior columns.

4. Tenant Improvements. Subject to the conditions set forth below, Lessor, at District's sole cost and expense, shall construct and install the improvements to the Premises that are described in the Construction Schedule, as defined below (the "**Tenant Improvements**"), in accordance with (i) the Space Plans, as defined below, (ii) the Construction Schedule, attached hereto as Schedule 3 – Construction Schedule, and (iii) the Final Plans, as defined below. Any other work on the Premises is to be performed at District's expense by District, or, if requested by District, Lessor ("**Tenant's Work**"). The Lessor may not charge an administrative fee in connection with Tenant's Work.

For purposes of this Work Letter, "**Construction Schedule**" means the schedule that (i) has been agreed upon by Lessor and District, (ii) identifies the work to be accomplished to complete the Tenant Improvements and the sequence of that work, and (iii) sets forth the dates by which certain components of the work must be completed.

5. Build Out Allowance. Lessor shall provide District with an allowance in an amount equal to Five Hundred Ninety One Thousand One Hundred Twenty Dollars (\$591,120.00) (the "**Allowance**"). The District may use the Allowance for all fees and costs connected with the Lessor's construction of the Tenant Improvements that are approved by the District Representative, including, but not limited to: hard costs, demolition fees, initial space planning, architect and design fees, contractor and engineering fees, and the cost of plans and permits obtained in connection with the Tenant Improvements. Any portion of the Allowance not required to complete the Tenant Improvements in accordance with the final plans referred to below is the property of the Lessor; provided, however, if the cost of the Tenant Improvements is less than the Allowance, the Rent over the Initial Term will be adjust downward to reflect the actual cost of the Tenant Improvements. To the extent that the actual costs incurred in the construction exceed the Allowance, District will be solely responsible for the excess costs and expenses, and will reimburse Lessor within thirty (30) days after receipt of (i) invoices from Lessor for any such sums, and (ii) evidence that Lessor has paid for the cost or expense that is the subject of the invoice.
6. Contractor. Lessor shall use a competitive bid package approved by the District to select a contractor that is reasonably acceptable to the District (the "**Contractor**") to construct the Tenant Improvements. District acknowledges that WCI, Legion, Metcon and Blueline are acceptable contractors. Upon District's request Lessor shall provide a copy of all proposals and bids related to the construction of the Tenant Improvements to District. Lessor shall permit District to participate in any meetings between Lessor and potential contractors that precede the award of a contract. Lessor shall cause Contractor to obtain all licenses and permits necessary to effect the construction of the Tenant Improvement and, upon completion of Tenant Improvements, any required occupancy permits.

7. Design and Construction. Lessor shall provide all architectural and engineering services necessary to construct the Tenant Improvements. Lessor shall hire and pay for the services of Roberts-Boche' Associates, Inc. ("**Architect**") to provide architectural services for the design and construction of Tenant Improvements. Lessor shall cause the Architect to assist and support District with furniture and equipment plans, as requested by District.

8. Plans.

- a. Except as otherwise provided in this Section 8, prior to the execution of the Lease, Lessor and District approved in writing space plans for the build-out of the Tenant Improvements that were prepared by Lessor or Lessor's designated architect (the "**Space Plans**"). A copy of the Space Plans is attached hereto as Schedule 2.
- b. In the event that Lessor and District enter into the Lease prior to reaching agreement on the Space Plans, Lessor and District shall cooperate in good faith to finalize the Space Plans without delay. District shall fully cooperate by providing Lessor, its architects, engineers, and contractors with timely information and approvals of plans, drawings, and specifications. Any acts by District to delay or otherwise act negligently or in bad faith in approving the Space Plans and/or cooperating with Lessor in the design and construction of the Tenant Improvements will result in a Tenant Delay (as hereinafter defined) under this Work Letter. Upon agreement by Lessor and District on the Space Plans, a true and correct copy will be attached to this Work Letter as Schedule 2.
- c. Subject to the Allowance, Lessor shall pay for all architectural and engineering fees and costs incurred in connection with the Tenant Improvements depicted on the Final Plans, as defined below, including architectural plans required to depict accessibility routes for the Building in general as required to obtain the permits for the Tenant Improvements. Any and all architectural and engineering fees and costs incurred as a result of changes in the Final Plans requested by District will be District's sole responsibility and paid for by District as additional rent within ten (10) days after receipt of invoices from Lessor showing that such additional fees or costs have been incurred.

9. Modifications to the Plans.

- a. Lessor and District acknowledge that the Space Plans may not depict certain structural elements of the Building and/or various elements of the Building systems that may necessitate modifications to the Space Plans and specifications for the Tenant Improvements (collectively "**Structural Modifications**"). Furthermore, any final plans and specifications for the construction of the Tenant Improvements may require modification to account for Applicable Laws and Restrictions. "**Applicable Laws and Restrictions**" means all laws (including, without limitation, the Americans

with Disabilities Act), building codes, ordinances, regulations, title covenants, conditions, and restrictions, and casualty underwriters requirements applicable to the Premises and the Tenant Improvements. Within sixty days after the date of the Lease, Lessor shall cause to be prepared final plans and specifications in substantial conformity with the Space Plans, taking into account (i) Structural Modifications, (ii) the requirements of the Applicable Laws and Restrictions, (iii) other modifications resulting from physical constraints of the Premises, and (iv) modifications requested by District and consented to by Lessor, which consent may not be unreasonably withheld (the **"Final Plans"**). Once completed, the Final Plans will be attached to this Work Letter as Schedule 4.

- b. Any and all modifications of, or amendments to, the Space Plans and the Final Plans (including all working drawings and other supplements thereto, but excluding immaterial field changes and Structural Modifications), are subject to the prior written approval of District. Material "or equal" items or substitute items provided for in the specifications forming part of the Final Plans are subject to the prior written approval of District, which approval may not be unreasonably withheld or delayed. Samples of such "or equal" or substitute materials, together with any additional supplemental information that may be necessary for District's review, are to be submitted to District in a timely manner.
10. Inspections. The District and its representatives may enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Tenant Improvements.
11. Compliance with Laws; Standards of Performance. Lessor, at District's expense but as part of Allowance, shall (i) obtain all approvals, permits and other consents required to commence, perform and complete the Tenant Improvements, and, if applicable, shall deliver a certificate of occupancy to District, and (ii) cause the Tenant Improvements to be constructed in accordance with the following performance standards: the Tenant Improvements are to be constructed by well-trained, adequately supervised workers, in good and workmanlike manner, free from design, material and workmanship defects in accordance with the Final Plans and all Applicable Laws and Restrictions (the **"Performance Standards"**). Lessor warrants that all Tenant Improvements shall be constructed in accordance with the Performance Standards. Notwithstanding anything to the contrary in the Lease or this Work Letter, District's acceptance of possession of the Premises does not waive this warranty and Lessor shall promptly remedy all violations of the warranty at its sole cost and expense.
12. Completion Notice; Inspection; Substantial Completion Date.
  - a. When Lessor deems construction of the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to District by delivering a **"Completion Notice"** in substantial conformity with Schedule 5. For purposes of

this Work Letter, the phrase “**Substantially Complete**” means (i) construction of the Tenant Improvements has been substantially completed in accordance with the Performance Standards, (ii) there is no incomplete or defective work that unreasonably interferes with District’s use of the Premises, (iii) all necessary government approvals for legal occupancy of the Tenant Improvements have been obtained (including, if applicable, a Certificate of Occupancy), and (iv) all utilities are hooked up and available for use by District in the Premises.

- b. Upon receipt of the Completion Notice, a representative of the District, a representative of Lessor, and the Architect will immediately inspect the Tenant Improvements for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once District and the Architect are satisfied that the Tenant Improvements appear to be Substantially Complete, it shall so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to District on the day that both District and the Architect have countersigned the Completion Notice (the “**Commencement Date**” and the “**Substantial Completion Date**”).

- 13. Delay. The Commencement Date will be delayed by one day for each day of delay in the design or completion of the Tenant Improvements that is caused by a Lessor Delay, as defined below. The Commencement Date will not be delayed due to a District Delay, as defined below. No Lessor Delay, or District Delay, will be deemed to have occurred unless and until the party claiming the delay provides written notice to the other party specifying the action or inaction that constitutes a Lessor Delay, or District Delay, as applicable. If such action or inaction is not cured within one day after receipt of the notice, then a Lessor Delay, or District Delay, as set forth in the notice, will be deemed to have occurred commencing as of the date the notice is received and continuing for the number days the design or completion of the Tenant Improvements is in fact delayed as a direct result of such action, inaction or event.

- a. The term “**Lessor Delay**” means any actual delay in the design of the Final Plans or in the completion of Tenant Improvements that is caused solely by any of the following: (i) Lessor not responding to requests for authorization or approval within the time period reasonably provided for a response to such request or, if no such time is stated, beyond a reasonable time therefore, and (ii) the acts or failures to act, whether willful, negligent, or otherwise, of Lessor, its agents, or contractors, to the extent contrary to the terms hereof.
- b. The term “**District Delay**” means any actual delay in the design and/or completion of Tenant Improvements that is caused solely by any of the following: (i) changes in the Space Plans or the Final Plans requested by District, (ii) the District not furnishing information or giving any approvals or authorizations within the time limits set forth for such performance in this Work Letter, or if no time is set forth for such performance in this Work Letter, then a reasonable time therefor, (iii) the acts or

failures to act, whether willful, negligent, or otherwise, of District, its agents, or contractors, to the extent contrary to the terms hereof, and (iv) tenant's work, as defined below, which delays or interferes with contractor's ability to complete the Tenant Improvements.

14. Punchlist. District has sixty (60) days from the Substantial Completion Date to provide Lessor with a written list of any items that are defective, incomplete, or do not conform to the Final Plans or to Applicable Laws and Restrictions (a "**Punchlist**"). District may augment the Punchlist at any time on or before ten days after the Substantial Completion Date. District's failure to specify any item on the Punchlist, however, does not waive Lessor's obligation to construct the Tenant Improvements in accordance with this Work Letter. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within thirty days of Lessor receiving the Punchlist. If Lessor fails to remedy all items on the Punchlist within the thirty-day period (exempt as to items, if any, that require more than thirty days to complete), then District may, upon twenty days prior notice to Lessor, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the Lease in an amount not to exceed twenty-five percent (25%) of the Rent per month for a period not to exceed six months.
15. Tenant's Work.
  - a. Any item of work not shown in the Final Plans, including, for example, telephone and data service or furnishings ("**Tenant's Work**"), may be performed by District through contractors selected by District and approved by Lessor, which approval may not be unreasonably withheld or delayed. Upon a timely request by District, Lessor shall perform the Tenant's Work through contractors selected by Lessor and approved by District. If Lessor performs the Tenant's Work, District shall reimburse Lessor for the full cost thereof upon receipt by District of receipted invoices for work performed or materials supplied. If District performs all or any portion of the Tenant's Work, Lessor shall allow District prompt and reasonable access to the Premises, provided, in Lessor's reasonable opinion, the Tenant's Work can be performed by District without undue interference with the completion of the Tenant Improvements.
  - b. Lessor shall furnish water, electricity, adequate elevator service and HVAC to the Premises during the performance of any of Tenant's Work during normal working hours of the Tenant Improvement project, without charge to District.
16. District's Right to Terminate. District may terminate the Lease and this Work Letter by delivering a written termination notice to Lessor upon the occurrence of any of the following events:
  - a. Lessor fails to execute a construction contract with a general contractor on or before forty-five (45) days after District's approval of the Final Plans.

- b. A permit required for construction of the Tenant Improvements has not been submitted on or before the last day for submission of the permits specified in the Construction Schedule.
- c. Lessor fails to cause construction of the Tenant Improvements to commence on or before forty-five (45) days after receiving all governmental permits to commence construction.
- d. The Substantial Completion Date does not occur on or before the Scheduled Completion Date (as the same may be adjusted for District Delays in accordance with this Work Letter) and Lessor fails to Substantially Complete the Tenant Improvements on or before the thirtieth (30<sup>th</sup>) day after written notice by District to Lessor of its intent to terminate pursuant to this section.

17. Construction Period Insurance.

- a. Throughout the performance of the Tenant Improvements and the Tenant's Work, if the Tenant's Work is performed by Lessor, Lessor shall carry and shall cause all contractors and their subcontractors to carry the insurance set forth below covering all occurrences in or about the Building, and District shall be named as a party insured, together with the Lessor, contractor or subcontractor, as the case may be. If the work is performed by District, District shall cause all contractors and their subcontractors to carry the insurance set forth below covering all occurrences in or about the Building, and Lessor shall be named as a party insured, together with the District, contractor or subcontractor, as the case may be:
  - i. Workers' compensation insurance in statutory limits, along with a waiver of subrogation in favor of Lessor;
  - ii. Lessor: Commercial general liability insurance, including contractual liability, owners and contractors protective liability for a period of one year after substantial completion, with limits of not less than \$2,000,000 per occurrence, in accordance with Section 14 – Insurance of the Lease;
  - iii. Contractors and Subcontractors: Commercial general liability insurance, including contractual liability, owners and contractors protective liability for a period of one year after substantial completion, with limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence;
  - iv. Comprehensive automobile liability in minimum limits of \$500,000 for bodily injury or death to one person and \$1,000,000 for bodily injury or death in any one occurrence and \$500,000 per occurrence for property damage; or combined single limit of \$1,000,000;

- v. Employer's liability insurance in minimum limits of \$1,000,000 per occurrence for bodily injury or disease; and
  - vi. Excess liability insurance over the insurance required by subsections (ii), (iii), (iv), and (v) of this section with combined, minimum coverage of \$2,000,000.
- b. All insurance required by this Section 17 may be carried in whole or in part under a blanket policy (or policies). Lessor agrees to require each contractor and subcontractor to furnish Lessor with evidence reasonably satisfactory to Lessor of the maintenance of the required insurance coverage, with assurances that it will not be cancelled without fifteen days advance written notice to Lessor, and, in the case of blanket insurance, setting forth that the Building and the work with respect thereto is covered by the blanket policy and specifying the amount of coverage relating thereto. Upon the request of the District Representative, Lessor shall provide to the District Representative evidence of the maintenance of the required insurance coverage that is reasonably satisfactory to the District Representative.
18. Risk of Loss.
- a. If the Premises or any portion of the Tenant Improvements or Tenant's Work is damaged or destroyed prior to the Substantial Completion Date, District may terminate the Lease if, in the reasonable opinion of Architect, the Building cannot be restored and the Tenant Improvements Substantially Completed prior to ninety (90) days after the Scheduled Completion Date. If the Lease is terminated pursuant to this section, Lessor shall cause its insurance to pay District an amount that is equal to the cost of constructing the Tenant's Work paid by District prior to the casualty.
  - b. If the Premises or the Tenant Improvements are damaged or destroyed prior to the Substantial Completion Date and the Lease is not terminated pursuant to this section, Lessor shall promptly and diligently cause its contractor to restore the Premises and complete construction of the Tenant Improvements.
19. Pre-Move-In Cleaning. Lessor shall clean and ventilate the Premises immediately prior to District moving into the Premises.
20. Move-In. Lessor shall make available to District on any weekday between the hours of 8:00 a.m. and 6:00 p.m. and, in addition, at District's request either on any three weekends between the hours of 6:00 p.m. on Friday and 8:00 a.m. on Monday or, in lieu of any one weekend, any four nights between the hours of 7:00 p.m. and 8:00 a.m., and the electricity and HVAC that District may reasonably require in connection with District's moving into the Premises. Lessor shall provide a qualified property management employee during District's move-in. District shall provide reasonable security at the Building in the event District moves into the Leased Premises at any time other than Normal Business Hours.

21. Time of the Essence. Time is of the essence in fulfilling all terms and conditions of this Work Letter.

The parties are executing this Work Letter as of the date hereinabove set forth.

CONTRA COSTA COUNTY FIRE  
PROTECTION DISTRICT, a fire protection  
district under the laws of the State of California

By: \_\_\_\_\_  
Jeff Carman  
District Fire Chief

SEECON FINANCIAL &  
CONSTRUCTION CO., INC., a  
California corporation

By: \_\_\_\_\_  
Douglas W. Messner  
Vice President

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
Dave Silva  
Real Property Agent

By: \_\_\_\_\_  
Albert D. Seeno, Jr.  
President

APPROVED AS TO FORM:  
SHARON L. ANDERSON, COUNTY  
COUNSEL

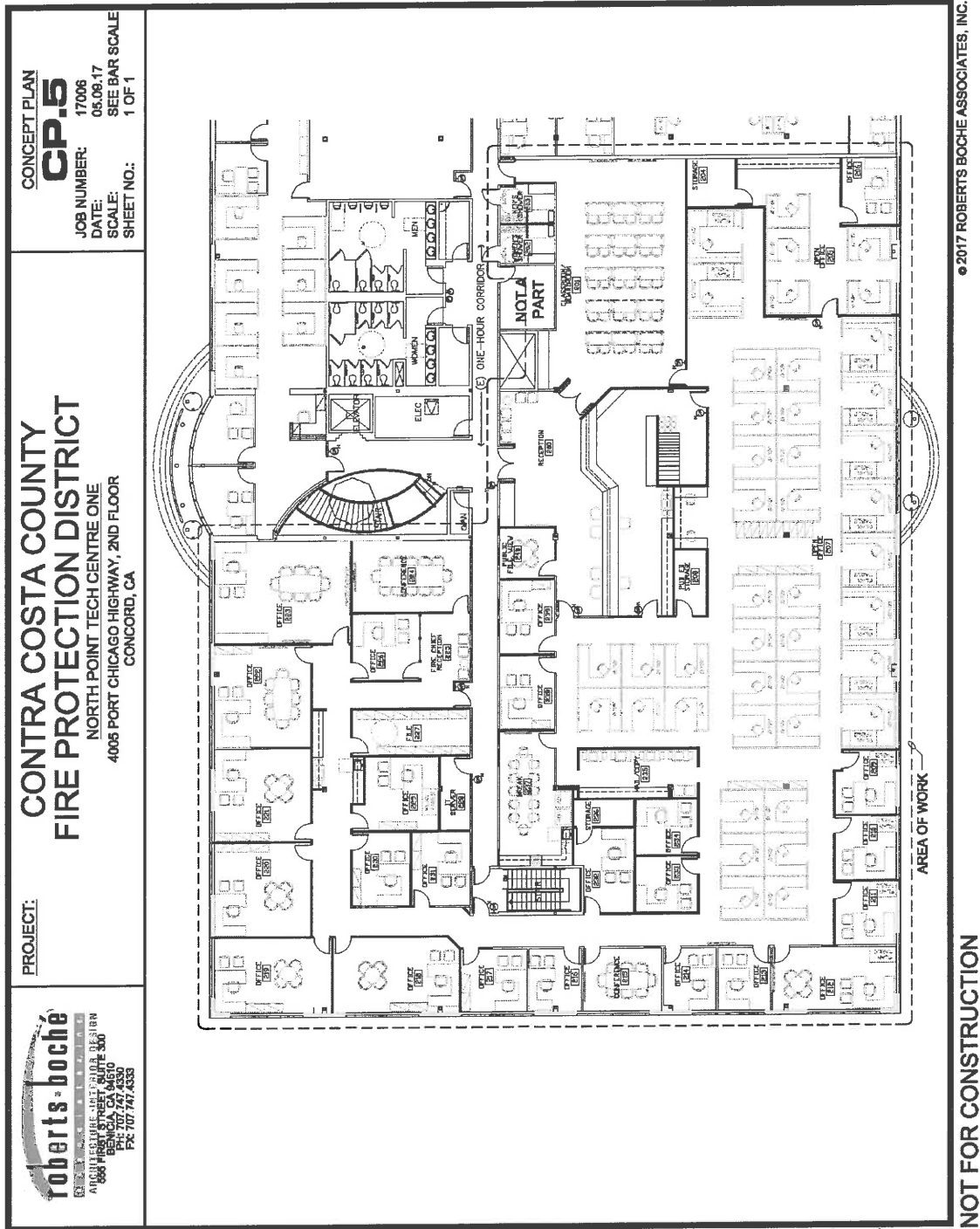
By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

**SCHEDULE 1**

**INTENTIONALLY DELETED.**

## SCHEDULE 2

### SPACE PLANS



**SCHEDULE 3**

**CONSTRUCTION SCHEDULE**

**SCHEDULE 4**

**FINAL PLANS**

**SCHEDULE 5**

**FORM OF COMPLETION NOTICE**

To: Contra Costa County Fire Protection District

From: Seecon Financial & Construction Co., Inc.

Date:

Re: Completion Notice

This notice is provided in compliance with Section 9 of that certain Work Letter dated \_\_\_\_\_ between Seecon Financial & Construction Co., Inc. and Contra Costa County Fire Protection District (the "Work Letter").

All terms not otherwise defined herein have the meaning ascribed to them in the Work Letter.

Tender by Lessor

Lessor hereby represents that it has completed construction of the Tenant Improvements in substantial conformity with the Final Plans.

Landlord hereby tenders the Premises for delivery to Tenant.

Seecon Financial & Construction Co., Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Certification by Architect

The undersigned, a duly authorized representative of Roberts-Boche' Associates, Inc., hereby represents that (s)he has inspected the Tenant Improvements and determined them to be in substantial conformity with the Final Plans.

Roberts-Boche' Associates, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Certification by Contra Costa County Fire Protection District

The undersigned, a duly authorized representative of Contra Costa County Fire Protection District, hereby represents that the District has caused the Tenant Improvements to be inspected and has determined them to be in substantial conformity with the Final Plans.

Contra Costa County Fire Protection District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_