

SECOND AMENDMENT TO LEASE

340 Marina Boulevard

Pittsburg, California

For The

Contra Costa County Sheriff-Coroner

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "**Amendment**"), is effective as of January 1, 2018 (the "**Effective Date**"), and is between the CITY OF PITTSBURG, a municipal corporation ("**Lessor**") and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "**County**").

RECITALS

A. Lessor and County entered into that certain Lease dated December 17, 2002 (the "**Original Agreement**"), in connection with the lease of certain real property located at 340 Marina Boulevard in the City of Pittsburg, California.

B. County exercised its first option to extend the lease for a five-year term on January 1, 2008 by means of notice dated May 24, 2007.

C. County exercised its second option to extend the lease for a five-year term by execution of the First Amendment to Lease dated January 1, 2013 (the "**First Amendment**").

D. County wishes to exercise its third option to extend the lease for a five-year term and amend the Original Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and County hereby agree as follows:

AGREEMENT

1. Definitions. All capitalized terms used in this Amendment and not defined in this Amendment will have the meanings ascribed in the Original Agreement. From and after the date of this Amendment, all references to the "Lease" in the Original Agreement will be deemed to refer to the Lease, as amended by this Amendment.

2. Section A.3. is deleted in its entirety and replaced with the following:

A.3. **TERM.** The term of this lease ("**Lease**") is twenty (20) years, commencing January 1, 2003, and ending December 31, 2022. Either party may terminate the Lease without penalty as long as written notice is provided no less than six (6) months in advance.

3. Section A.6.c. is deleted in its entirety and replaced with the following:

c. Third Option: For a five year term, as follows:

Second Option	Base rent
Jan 1, 2018 to Dec 31, 2018	\$ 9,285.57
Jan 1, 2019 to Dec 31, 2019	\$ 9,471.29
Jan 1, 2020 to Dec 31, 2020	\$ 9,660.71
Jan 1, 2021 to Dec 31, 2021	\$ 9,853.93
Jan 1, 2022 to Dec 31, 2022	\$10,051.00

4. Continuing Effectiveness of Lease; Conflict. Lessor and County acknowledge, agree and confirm that the Lease is in full force and effect. Except as specifically modified by the First Amendment and this Amendment, all other terms of the Lease remain unchanged. In the event of any conflict between the provisions of the Original Agreement and this Amendment, the provisions of this Amendment govern and control.

5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which will be deemed an original, and all of which, when taken together, will constitute a single instrument. Signatures on executed counterparts sent by electronic transmission will have the same force and effect as original signatures.

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6. Authority. Each individual executing this Amendment on behalf of a party hereto represents and warrants that such party has full right and authority to execute and deliver this Amendment and that each person signing on behalf of such party is authorized to do so.

IN WITNESS WHEREOF, the County and Lessor are signing this Amendment as of the Effective Date.

LESSOR:

CITY OF PITTSBURG,
a municipal corporation

By: _____
Joe Sbranti
City Manager

APPROVED AS TO FORM

By: _____
City Attorney
City of Pittsburg

By: _____
City Clerk
City of Pittsburg

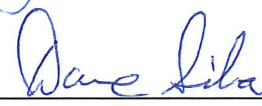
COUNTY:

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California


By: _____
Brian M. Balbas
Director of Public Works

RECOMMENDED FOR APPROVAL:

By:  _____
Karen Laws
Principal Real Property Agent

By:  _____
Dave Silva
Supervisory Real Property Agent

APPROVED AS TO FORM
SHARON L. ANDERSON, County
Counsel

By:  _____
Kathleen M. Andrus
Deputy County Counsel