

**FIRST AMENDMENT TO LEASE
CONTRA COSTA COUNTY
SHERIFF – CORONER DEPARTMENT**

**9100 BRENTWOOD BOULEVARD
BRENTWOOD, CALIFORNIA**

This first amendment to lease (“**First Amendment**”) is dated November 6, 2018, and is between the City of Brentwood, California, a municipal corporation, as landlord (“**City**”), and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

RECITALS

- A. City and County are parties to a lease dated October 17, 2017, under which the County leases approximately 1,320 square feet of office space in the building located at 9100 Brentwood Boulevard in Brentwood, California, and a portion of the parking lot adjacent to the Building (the “**Lease**”).
- B. The parties desire to amend the Lease to (i) clarify the extent of the Premises, (ii) extend its term, (iii) modify the rent, (iv) modify the renewal periods, and (v) reflect that, in addition to the exclusive use of the Premises, County is granted the non-exclusive use of the kitchen area, men’s and women’s locker rooms, the booking area and holding cells in the Building.

The parties therefore agree as follows:

AGREEMENT

- 1. Unless otherwise defined in this First Amendment, all defined terms used in this First Amendment have the meaning ascribed to them in the Lease.
- 2. Recital B is deleted in its entirety and replaced with the following:

City desires to lease to County and County desires to lease from City a portion of the Building consisting of approximately 1,320 square feet of floor space that consist of Rooms 72, 74, 75, and 76 of the Building, as shown in the floor plan attached as Exhibit A (the “**Interior Premises**”). In addition, City desires to lease to County and County desires to lease from City a portion of the parking lot adjacent to the Building, consisting of thirty-five parking spaces, as shown on Exhibit B, to be used exclusively by the County (the “**Parking Area**”). Together, the Interior Premises and the Parking Area constitute the “**Premises.**”

- 3. Section 1. Lease of Premises is deleted in its entirety and replaced with the following:

Lease of Premises. In consideration of the rents, the alterations made pursuant to the Work Letter and subject to the terms herein set forth, (i) City hereby leases to County and County

hereby leases from City, the Premises, and (ii) City hereby grants County non-exclusive use of the kitchen area, men's and women's locker rooms, the booking area and holding cells (Rooms 4, 6, 7, 24, and 25, as shown on Exhibit A).

4. Section 2. Term is deleted in its entirety and replaced with the following:

Term. The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.

- a. Initial Term. The "**Initial Term**" is twenty years, commencing on the Commencement Date, as defined in the Work Letter.
- b. Renewal Terms. County has two options to renew this lease for a term of five years for each option (each, a "**Renewal Term**") upon all the terms and conditions set forth herein.
 - i. County will provide City with written notice of its election to renew the Lease thirty days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after the County's receipt of City's written demand that the County 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.

Upon commencement of one or both of the renewal terms, all reference to the Term of this Lease will be deemed to mean the Term as extended pursuant to this Section.

5. Section 3. Rent is deleted in its entirety and replaced with the following:

Rent. County shall pay rent ("**Rent**") to City 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.

Months 1 – 120	\$2,000.00 per month
Months 121 – 180	\$2,100.00 per month
Months 181 – 240	\$2,182.00 per month

b. First Renewal Term.

Months 241 – 300	\$2,270.00 per month
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c. Second Renewal Term.

Months 301 – 360	\$2,360.00 per month
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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.

4. All other terms of the Lease remain unchanged.

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

COUNTY

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

By: _____
Brian Balbas
Director of Public Works

RECOMMENDED FOR APPROVAL:

By: _____
Karen A. Laws

By: _____
David L. Silva
Supervisory Real Property Agent

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

CITY

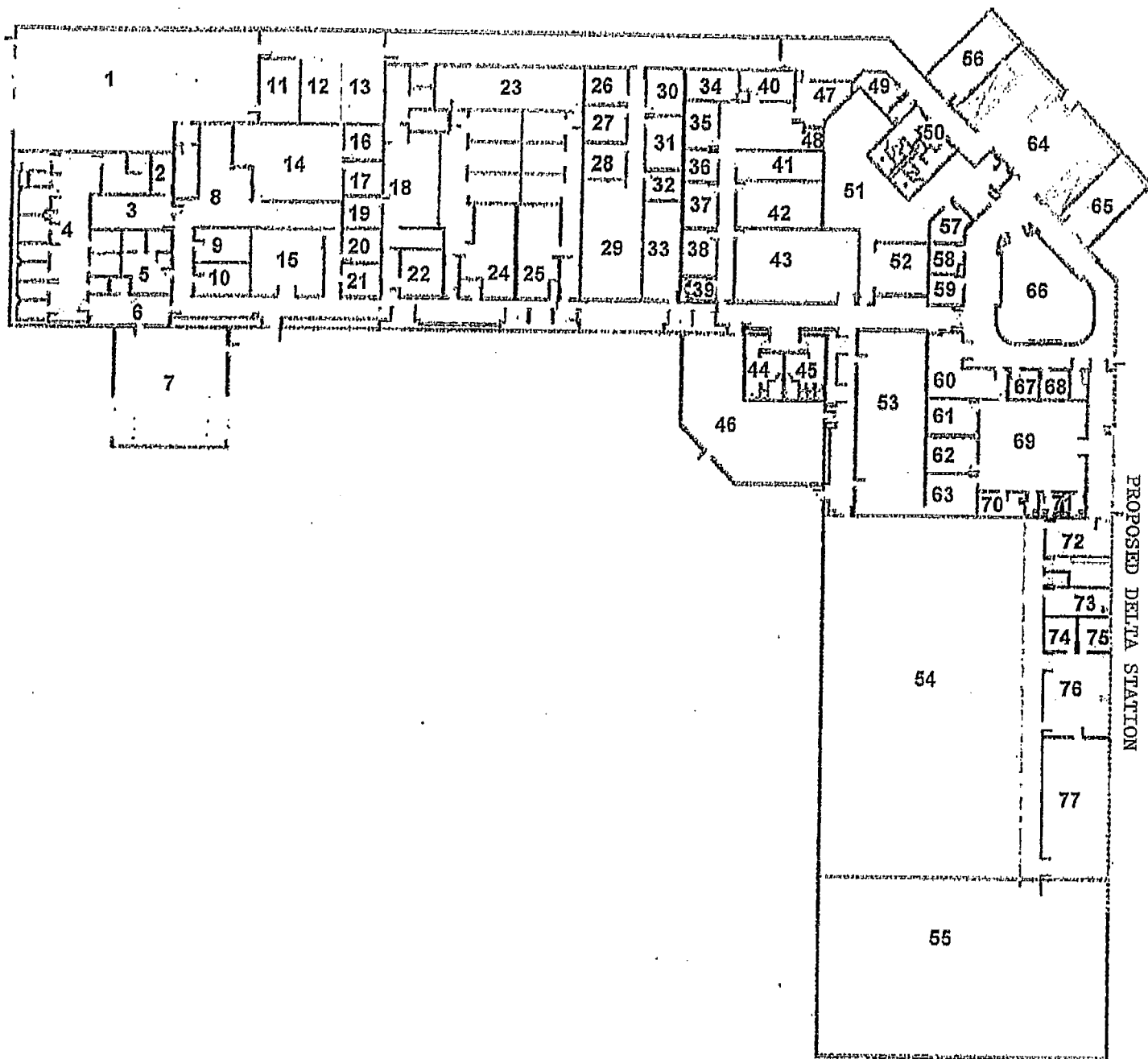
CITY OF BRENTWOOD, a municipal corporation

By: _____
Gustavo "Gus" Vina
City Manager

APPROVED AS TO FORM

By: _____
Damien Brower
City Attorney

EXHIBIT A



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