

**Second Amendment to Lease Agreement  
5050 Hartnett Avenue  
Richmond, California**

This second amendment to lease agreement is dated July 1, 2019, and is between THE CITY OF RICHMOND, a municipal corporation, (the “**Lessor**”), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**Tenant**”).

Recitals

A. The Lessor and the Tenant are parties to a lease dated July 10, 2012 (the “**Lease**”), under which the Tenant is leasing from the Lessor the real property located at 5050 Hartnett Avenue, Richmond, California.

B. On June 30, 2016, the parties agreed to extend the term of the Lease on a month-to-month basis. On September 27, 2017, the parties agreed to amend the Lease to extend the term, modify the monthly cost of utilities and to update the Tenant’s address in the Notice section.

C. The parties now desire to extend the term of the Lease, further modify the monthly cost of utilities, and to have Tenant be responsible for the annual cost of property and fire inspections.

The parties therefore agree as follows:

Agreement

1. Section 2 of the Lease, Term of Lease, is deleted in its entirety and replaced by the following:
  2. Term of Lease. The term (“**Term**”) of the Lease shall commence July 1, 2012, and shall expire June 30, 2024. This agreement may be terminated at any time by either party by giving written notice sixty (60) days in advance of such termination.
2. Section 11 of the Lease, Utilities, is deleted in its entirety and replaced by the following:
  11. Utilities. Tenant hereby covenants and agrees to pay all heat, gas, trash collection, telephone service, electricity and any other utilities which may be furnished to or used in or upon the Premises during the Term of this Lease. Tenant agrees to pay to Lessor its pro-rated share of water and sewer service during the Term of this Lease, which payment shall be in the initial amount of \$205.00 per month, due and payable on the first day of each month during the Term.

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- 3. Tenant shall annually reimburse Lessor, within thirty days of receipt of an invoice from Lessor, for the cost of conducting an inspection of the Premises in accordance with Section 19 of the Lease.
- 4. Tenant shall annually reimburse Lessor, within thirty days of receipt of an invoice from Lessor, for the actual cost of a fire safety inspection of the Premises by the Richmond Fire Department.
- 5. All other terms of the Lease remain unchanged.

Lessor and Tenant are signing 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 M. Balbas  
Public Works Director

**LESSOR**

The City of Richmond, a municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
City Manager

**RECOMMENDED FOR APPROVAL:**


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

Attest:  
By \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Julin Perez  
Senior Real Property Agent

APPROVED AS TO FORM:  
By \_\_\_\_\_  
Name: \_\_\_\_\_  
City Attorney

**APPROVED AS TO FORM:**  
SHARON L. ANDERSON, County Counsel

By:   
Kathleen M. Andrus  
Deputy County Counsel

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