

Third Amendment to Lease

Employment and Human Services  
Crescent Park Center  
5050 Hartnett Avenue  
Richmond, California

This third amendment to lease agreement (“**Third Amendment**”) is dated as of October 13, 2020, 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, as amended by a first amendment dated September 27, 2017, and by a second amendment dated July 1, 2019 (the “**Lease**”), under which the Tenant is leasing the real property located at 5050 Hartnett Avenue, Richmond, California (the “**Property**”) for use in the operation of a childcare facility. The childcare facility is operated by the Tenant as part of “Head Start,” a program of the United States Department of Health and Human Services Administration for Children and Families (the “**HHS/ACF**.”)

B. On September 21, 2018, HHS/ACF awarded Grant No. 09CH010862 to Tenant’s Employment and Human Services Division (the “**Grant**”). \$314,224.76 of the Grant was used to re-roof the building on the Property.

C. Simultaneous with entering into this Third Amendment, Lessor, Tenant and HHS/ACF are entering into a Lease Rider of even date herewith (the “**Lease Rider**”) that describes the Federal Interest (as defined in the Lease Rider) in the Tenant’s leasehold interest in the Property. In accordance with the Lease Rider, the Federal Interest continues for a period of at least 15 years.

D. To ensure that Tenant’s leasehold interest in the Property continues for the duration of the Federal Interest, Lessor and Tenant are entering into this Third Amendment to (i) extend the term of the Lease through September 30, 2035, and (ii) incorporate the terms of the Lease Rider into the Lease. In addition, Lessor and Tenant are modifying the amount due from Tenant for utility services provided to the Property during the term of the Lease.

The parties therefore agree as follows:

Agreement

1. Section 2 of the Lease, Term of Lease, is deleted in its entirety and replaced with the following:

2. Term of Lease. The term (“**Term**”) of the Lease commences on July 1, 2012, and expires on September 30, 2033.

2. Section 11 of the Lease, Utilities, is deleted in its entirety and replaced with the following:

11. Utilities.

a) For the Period July 10, 2012 through June 30, 2019

Tenant shall 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 shall pay Landlord its prorated share of water and sewer service during the Term of this Lease, which payment shall be in the initial amount of \$150.00 per month, due and payable on the first day of each month.

b) For the Period from July 1, 2019 through June 30, 2020

Tenant shall 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 shall pay Landlord its prorated 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.

c) For the Period July 1, 2020 through September 30, 2033

Tenant shall 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 shall pay Landlord its prorated share of water and sewer service during the Term of this Lease, due and payable on the first day of each month as follows,:

<u>Term</u>	<u>Amount Due</u>
July 1, 2020 - June 30, 2021	\$212
July 1, 2021 - June 30, 2022	\$219
July 1, 2022 - June 30, 2023	\$226
July 1, 2023 – June 30, 2024	\$233
July 1, 2024 - June 30, 2025	\$240
July 1, 2025 - June 30, 2026	\$248
July 1, 2026 - June 30, 2027	\$256
July 1, 2027 – June 30, 2028	\$264
July 1, 2028 - June 30, 2029	\$272

July 1, 2029 - June 30, 2030	\$281
July 1, 2030 - June 30, 2031	\$290
July 1, 2031 - June 30, 2032	\$299
July 1, 2032 - September 30, 2033	\$308

3. The terms of the Lease Rider are incorporated into the Lease by reference.
4. All other terms of the Lease remain unchanged.

(Remainder of page intentionally left blank)

Lessor and Tenant are signing this Third Amendment as of the date set forth in the introductory paragraph.

**TENANT**

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

By: \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

**LESSOR**

CITY OF RICHMOND, a municipal  
corporation

By: \_\_\_\_\_  
Laura Snideman  
City Manager

**RECOMMENDED FOR APPROVAL:**

**ATTEST:**

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Pam Christian  
City Clerk

By: \_\_\_\_\_  
Stacey Sinclair  
Senior Real Property Agent

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

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Rachel Sommovilla  
Interim City Attorney