

SECOND AMENDMENT TO LEASE

COMMUNITY SERVICES BUREAU
FIRST BAPTIST HEAD START
55 CASTLEWOOD DRIVE
PITTSBURG, CA

This second amendment is dated July 1, 2020 and is between the County of Contra Costa, a political subdivision of the State of California (the “**County**”) and First Baptist Head Start, a California non-profit corporation (“**Lessee**”).

Recitals

A. County and Lessee are parties to a lease dated December 3, 2013, as amended on October 12, 2016 (the “**Lease**”), under which the County leases to Lessee the property located at 55 Castlewood Drive, Pittsburg, California.

B. On November 1, 2019, the parties agreed to extend the term of the Lease on a month-to-month basis.

C. The parties now desire to extend the term of the Lease to correspond to the term of a separate contract between the County and Lessee under which Lessee is operating a Head Start program for the County at the Premises (the contract in effect on the Effective Date and each renewal of such contract, the “**Service Contract**”). Lessee desires to lease the Premises for the purpose of satisfying its obligations under the Service Contract.

The parties therefore agree as follows:

Agreement

1. Section 2. Term is deleted in its entirety and replaced with the following:
 2. Term. The “**Term**” of this lease is (i) subject to the provisions of Section 29-Termination, and (ii) comprised of an Initial Term and, with the parties’ mutual assent, Renewal Terms, as defined below.
 - a. Initial Term. The “**Initial Term**” is 7 years, 8 months, commencing on November 1, 2013 (the “**Commencement Date**”) and ending June 30, 2021.
 - b. Renewal Terms. Lessee has nine options to renew this Lease for a term of one year for each option (each, a “**Renewal Terms**”) upon all the terms and conditions set forth herein.

- i. Lessee will provide County with written notice of its election to renew the Lease ninety days prior to the end of the Term. However, if Lessee fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after Lessee's receipt of County's written demand that Lessee 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.
2. Termination. If the County terminates the Service Contract for any reason or for no reason, the Term of the Lease will end on the same date that the Service Contract terminates. Upon such termination, Lessee shall surrender the Premises in accordance with Section 15 – Surrender of Premises.
3. All other terms of the Lease remain unchanged.

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County and Lessee are causing this second amendment to be executed 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

LESSEE

FIRST BAPTIST HEADSTART, a
California non-profit corporation

By: _____
Brenda Battle
Interim Executive Director

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel