

Second Amendment to Lease  
2020 North Broadway, Suite 203A  
Walnut Creek, California

This second amendment is dated as of July 1, 2020 ("**Effective Date**"), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**County**") and CONTRA COSTA JUVENILE ADVOCATES, INC., a non-profit public benefit corporation ("**Lessee**").

Recitals

A. The County and Lessee are parties to a lease dated October 1, 2017 (the "**Lease**"), under which the Lessee is leasing Suite 203A (the "**Premises**") in the County-owned building located at 2020 North Broadway, Walnut Creek, California.

B. The County is leasing the Premises to Lessee for the purpose of providing office space in close proximity to the Juvenile Court. The Contra Costa County Superior Court and Lessee are parties to a separate program services contract pursuant to which Lessee has agreed to coordinate the appointment of qualified and experienced legal counsel to represent indigent parents, children, and other parties in dependency proceedings. (the "**Service Contract**").

C. The Lease was amended on July 1, 2019, to extend the term through June 30, 2020. The parties now desire to amend the Lease to further extend its term.

The parties therefore agree as follows:

Agreement

1. Section 2. Term is deleted in its entirety and replaced with the following:
  2. Term. Subject to the provisions of Section 6 below, the "**Term**" of this Lease is comprised of an Initial Term and, with the parties' mutual assent, Renewal Terms, each as defined below.
    - a. Initial Term. The "**Initial Term**" is 58 months, commencing on September 1, 2017 (the "**Commencement Date**") and ending June 30, 2022.
    - b. Renewal Terms. Lessee has four options to renew this lease for a term of one year for each option (each, a "**Renewal Term**") upon all the terms and conditions set forth herein; provided the then-current Service Contract is renewed or extended for the proposed Renewal Term.
      - i. Lessee will provide County with written notice of its election to renew the Lease thirty days prior to the end of the Term.

- 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. Section 6. Lessee Termination Right is deleted in its entirety and replaced with the following:

6. Termination and Lessee Termination Right.

- a. If the Service Contract is terminated for any reason or for no reason, this lease will end on the same day that the Service Contract ends.
- b. Provided that Lessee is not in default under this Lease beyond any applicable notice and cure period, Lessee may terminate the lease in the event the Juvenile Court relocates out of Walnut Creek. Lessee must provide County with proof and at least sixty (60) days prior written notice.

[Remainder of Page Intentionally Left Blank]


3. All other terms of the Lease remain unchanged.

County and Lessee are executing this second amendment as of the date set forth in the introductory paragraph.

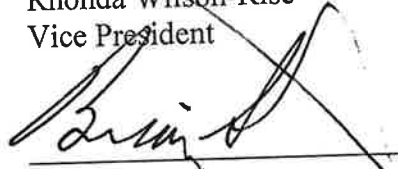
COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

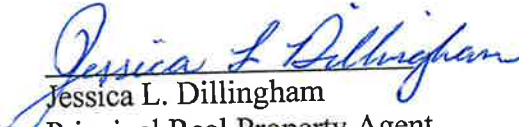
CONTRA COSTA JUVENILE  
ADVOCATES, INC, a non-profit  
public benefit corporation


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

By:   
Rhonda Wilson-Rise  
Vice President

RECOMMENDED FOR APPROVAL:

By:   
Brian Stern  
Treasurer

By:   
Jessica L. Dillingham  
Principal Real Property Agent

By:   
Margaret Eychner  
Senior Real Property Agent

APPROVED AS TO FORM  
MARY ANN McNETT MASON, COUNTY COUNSEL

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

ME:  
g:\realprop\lease management\walnut creek\2020 n broadway - t00140\leases\ccja\t00140 - 2022 lease  
amendment for ccja - final.docx