

## FIRST AMENDMENT TO LEASE

HEALTH SERVICES DEPARTMENT  
PUBLIC ADMINISTRATION  
3755 ALHAMBRA AVENUE, SUITE 6  
MARTINEZ, CA

This first amendment is dated November 8, 2022 and is between J. Mortz Limited Partnership, a California limited partnership (the “**Lessor**”) and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

### Recitals

A. Lessor and the County are parties to a lease dated January 1, 2021, under which County is leasing approximately 1,788 square feet in the building located at 3755 Alhambra Avenue in Martinez, California (the “**Lease**”).

B. The parties desire to extend the term of the Lease.

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 comprised of an Initial Term and, at County’s election, a Renewal Term, each as defined below.
    - a. Initial Term. The “**Initial Term**” is four years, commencing on January 1, 2021 (the “**Commencement Date**”) and ending December 31, 2024.
    - b. Renewal Terms. County has two (2) options to renew this lease upon all the terms and conditions set forth herein. The term of the first renewal period is two years, commencing on January 1, 2025 and ending December 31, 2026 (the “**First Renewal**”). The term of the second renewal period is 2 years commencing January 1, 2027 and ending December 31, 2028 (the “**Second Renewal**”).
      - i. County will provide Lessor with written notice of its election to renew the Lease ninety 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 County’s receipt of Lessor’s written demand that County exercise or forfeit the option to renew.

- ii. Upon the commencement of the 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 3. Rent is deleted in its entirety and replaced with the following:

Rent. County shall pay rent (“**Rent**”) to Lessor 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.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2021 – December 31, 2021	\$2,306.00
January 1, 2022 – December 31, 2022	\$2,306.00
January 1, 2023 – December 31, 2023	\$2,375.00
January 1, 2024 – December 31, 2024	\$2,446.00

b. First Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2025 – December 31, 2025	\$2,519.00
January 1, 2026 – December 31, 2026	\$2,595.00

c. Second Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2027 – December 31, 2027	\$2,673.00
January 1, 2028 – December 31, 2028	\$2,753.00

3. All other terms of the Lease remain unchanged.

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Landlord and County are causing this first amendment to be executed as of the date set forth in the introductory paragraph.

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

J. MORTZ LIMITED  
PARTNERSHIP

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

By: \_\_\_\_\_  
Earl Dunivan and Associates, LLC  
General Partner  
Earl Dunivan, Manager

RECOMMENDED FOR APPROVAL:

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

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

APPROVED AS TO FORM  
MARY ANN McNETT MASON, COUNTY COUNSEL

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