

## **LEASE**

County of Contra Costa  
Employment and Human Services Department  
1850 Gateway Blvd, Ste 1000  
Concord, California

This lease is dated February 3, 2026, and is between SPPI Commercial, LLC, a Delaware limited liability company (“**Lessor**”) and the County of Contra Costa, a political subdivision of the State of California (“**County**”).

### **Recitals**

- A. Lessor is the owner of the building located at 1850 Gateway Boulevard, Concord (the “**Building**”).
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 7,813 square feet of fully furnished office space known as Suite 1000 (the “**Premises**”), as shown in the floor plan attached as Exhibit A, along with the non-exclusive use of 23 parking stalls.
- C. The Premises is intended to be a temporary space for the County’s Employment and Human Services Department (including, but not limited to, its IS Policy & Planning Division). During the term of this lease, County and Lessor intend to come to a mutual agreement on a more permanent space that will have tenant improvements constructed to meet the County’s needs.

The parties therefore agree as follows:

### **Agreement**

- 1. Lease of Premises. In consideration of the rents and subject to the terms of this lease, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.
- 2. Term. The “**Term**” of this lease is sixteen months, commencing on March 1, 2026 (the “**Commencement Date**”) and ending June 30, 2027, unless terminated earlier in accord with Section 14 – Termination.
- 3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is \$17,579.25 per month and is payable on the tenth day of each month during the Term.

Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to 1/30 of the monthly Rent.

4. Use. County may use the Premises for the purpose of conducting various office functions of the County.
5. Furniture. Lessor is providing the existing furniture (the “**Furniture**”) in the Premises for County’s use. The Furniture remains the property of Lessor. County will not be required to repair or replace the Furniture during the Term of the lease or upon expiration or termination of the lease unless furniture is damaged due to County’s negligent use.
6. Obligation to Pay Utilities, Janitorial, and Security Services. Lessor shall pay for all water, sewer, gas, electricity, security, and refuse collection services provided to the Building and Premises. Lessor shall pay for all janitorial services provided to the Premises, which services are to conform to the specifications set forth in Exhibit B – Janitorial Specifications.
7. HVAC Hours. HVAC will be on during Building hours, which are 7:00 a.m. to 6:00 p.m., Monday through Friday, except for nationally recognized holidays. If County needs HVAC turned on outside of those hours, the cost to County will be \$70 per hour.
8. Tenant Improvements. Prior to the Commencement Date, Lessor shall deep clean the carpet and touch up paint as necessary.
9. Maintenance and Repairs.
  - a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, used in the Premises. County shall maintain all locks and key systems used in the Premises.
  - b. Interior of Premises. Subject to Lessor’s obligation to provide janitorial services, County shall keep and maintain the interior of the Premises in good order, condition, and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. The County may install and maintain an alarm system, if deemed necessary by County.
  - c. Utility Systems. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition, and repair.
  - d. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
  - e. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking structure, exterior lighting system, and landscaping in good order, condition and repair.

- f. Life Safety. Lessor shall maintain, in compliance with applicable government codes and standards, the fire life safety system. When needed, Lessor shall repair and/or replace such systems, including fire extinguishers.
10. Quiet Enjoyment. Provided County complies with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
11. Assignment and Sublease. County may not assign this lease or sublease the Premises or any part of the Premises at any time during the Term.
12. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures (“**County Fixtures**”) within the Premises that do not affect the building systems in a location to be determined. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor’s approval and must comply with existing code requirements and are to be removed by County at the expiration of the Term and any damage repaired.
13. Prior Possession. Commencing February 3, 2026, County has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for County’s occupancy and to store furniture, supplies and equipment subject to County providing the self-insurance letter described below.
14. Insurance.
- a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the self-insurance program and naming Lessor as an additional insured.
- b. Self-Insurance Exclusion. County’s self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
15. Termination. This lease may be terminated with 15 days’ notice at any time after the separate lease for the permanent space, as described in Recital C above, has been approved by County’s Board of Supervisors. If no such agreement for the permanent space is reached prior to the Term end date (June 30, 2027), this lease shall continue in accordance with terms of this lease, including Section 28 – Holding Over below, absent 30 days’ written notice from either Lessor or County.

16. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings or furnishings in the Premises upon the expiration or earlier termination of this lease.
17. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
18. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment during normal business hours, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.
19. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of the Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

If Lessor fails to address a Perilous Condition within 24 hours after County's notice or to immediately address an emergency, County may attempt to resolve the Perilous Condition or emergency. Lessor shall reimburse County for the reasonable costs incurred by County in addressing the Perilous Condition or emergency promptly upon receipt of County's invoice.

20. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within 60 days from the date of the damage under the applicable laws and regulations of government authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while the repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in 60 days, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor

will make the repairs, and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of the total destruction of the Premises.

21. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate or contribute to the cost of cleanup or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

**“Hazardous Material”** means any substance, material or waste, including lead-based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

22. Indemnification.

- a. County. County shall defend, indemnify and hold Lessor and Lessor’s officers, directors, shareholders, affiliates, employees and agents harmless from County’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County’s performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.
- b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor’s performance under this lease, or the Lessor’s performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of the Building, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

23. Default.

The occurrence of any of the following events is a default under this lease:

a. County.

- i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "**Notice**") from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed 75 days from receipt of a Notice.
- ii. County's failure to comply with any other material term or provision of this lease if the failure is not remedied within 30 days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if the failure cannot reasonably be remedied within the 30-day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within a reasonable period of time, up to an aggregate of 90 days, provided County commences the remedy within the 30-day period and thereafter diligently proceeds to complete it.

- b. Lessor. Lessor's failure to perform any obligation under this lease if the failure is not remedied within 30 days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if Lessor's failure is the failure to maintain or to make repairs that are unrelated to a Perilous Condition and the remedy cannot reasonably be completed within the 30-day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to complete the remedy within a reasonable period of time, up to an aggregate of 90 days, provided Lessor commences the remedy within the 30-day period and thereafter diligently proceeds to complete it.

24. Remedies.

- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises in addition to any and all other remedies available to Lessor at law or in equity.
- b. County. Upon the occurrence of a default by Lessor, County may terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County; provided, however, if the breach is caused by Lessor's failure to maintain or make repairs, the County may elect to terminate this lease or to correct the failure; provided, further, if the County elects to correct the failure, the County

may either (i) deduct the cost from Rent, or (ii) invoice Lessor for the cost, which invoice Lessor shall pay promptly upon receipt.

25. Survival. Lessor's and County's obligation to pay amounts due to the other party under to this lease, including, but not limited to, amounts due pursuant to Section 19 - Perilous Conditions, and Section 24 - Remedies, shall survive the expiration or termination of this lease.
26. Notices. Any notice required or permitted under this lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor:                      SPPI Commercial, LLC  
   c/o Sierra Pacific Properties, Inc.  
   Attn: President  
   1800 Willow Pass Court  
   Concord, CA 94520

With a copy to:                SPPI Commercial, LLC  
   Attn: Legal Department  
   4021 Port Chicago Highway  
   Concord, CA 94520

To County:                      Contra Costa County  
   Public Works Department  
   Attn: Principal Real Property Agent  
   255 Glacier Drive  
   Martinez, CA 94553

Either party may at any time designate in writing a substitute address for the address set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

27. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
28. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease. Rent during this period shall be payable at \$18,106.63 per month.
29. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.

30. Governing Law. The laws of the State of California govern all matters arising out of this lease.
31. Severability. In the event that any provision of this lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
32. Real Estate Commission. In negotiating this lease, Lessor is represented by Colliers International and the County represents itself. Lessor shall pay a real estate commission to Colliers International pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that County's contact with Lessor in connection with this Lease has been directly with Colliers International.

Lessor shall pay to County a real estate commission in the amount of \$8,438.04 (the "**County Commission**"). Lessor shall pay the entirety of the County Commission upon the execution of this lease.

Lessor and County warrant that no other broker or finder, other than Colliers International and the County, can properly claim a right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Property. Lessor and County shall indemnify, defend, protect and hold each other harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Colliers International and County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Property and this lease.

33. Force Majeure. Whenever a day is appointed under this Lease on which a period of time is appointed within which either party to this lease is required to do or complete any act, matter or thing, other than the payment of money on or after the Commencement Date, the time for doing or completing the act, matter or thing will be extended by a period of time equal to the number of days that the party required to act is prevented from doing or completing the act, matter or thing (or its ability to do or complete the act, matter or thing, is unreasonably interfered with) because of strikes, lock-outs, embargoes, unavailability of labor, materials or utilities, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, governmental orders or mandates, terrorist attacks, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, nothing contained in this section excuses County from the prompt payment of any Rent or other charges required of County under this Lease; and furthermore provided nothing contained in this section affects County's right to address Perilous Conditions as described in Section 19 – Perilous Conditions.
34. Estoppel Certificate. Within 20 days after a written request from Lessor, County's Director of Public Works or his designee shall execute and deliver to Lessor a written statement certifying: (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Rent



and the date to which Rent and additional rent, if any, have been paid in advance; and (c) that Lessor is not in default under this lease or, if Lessor is claimed to be in default, stating the nature of any claimed default. A purchaser, assignee or lender may rely upon such statement.

35. Liens. County shall keep the Building and the Property free from any liens arising out of the work performed, materials furnished, or obligations incurred by County or County's parties. County further covenants and agrees that should any mechanic's lien be filed against the Building or the Real Property for work claimed to have been done for, or materials claimed to have been furnished to the County, the lien will be discharged by the County, by bond or otherwise, within 30 days after the filing thereof, at the cost and expense of County.
36. Sale or Transfer by Lessor. In the event of any transfer or transfers of Lessor's interest in the Property, other than a transfer for security purposes only, the transferor shall automatically be relieved of any and all obligations and liabilities on the part of the transferor accruing from and after the date of such transfer; provided, however, that any funds in the hands of Lessor in which County has an interest, at the time of such transfer, shall be turned over to the transferee and upon such transfer, Lessor shall be discharged from any further liability with reference to such funds.

37. Miscellaneous.

To Lessor's actual knowledge, the Building has not undergone inspection by a Certified Access Specialist (CASP). The foregoing disclosure does not affect Lessor's or County's respective responsibilities for compliance of construction-related accessibility standards as provided under this lease. A CASp can inspect the Building and determine whether the Building complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Building, Lessor may not prohibit County from obtaining a CASp inspection of the Building for the occupancy or potential occupancy of County, if requested by County. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Building.

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38. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

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

SPPI COMMERCIAL, LLC,  
a Delaware limited liability company

By: Sierra Pacific Properties, Inc.,  
a California corporation, its Manager

By: \_\_\_\_\_  
Warren Lai  
Director of Public Works

By: \_\_\_\_\_  
Douglas W. Messner  
President

By: \_\_\_\_\_  
Albert D. Seeno, Jr.  
Executive Vice President

RECOMMENDED FOR APPROVAL:

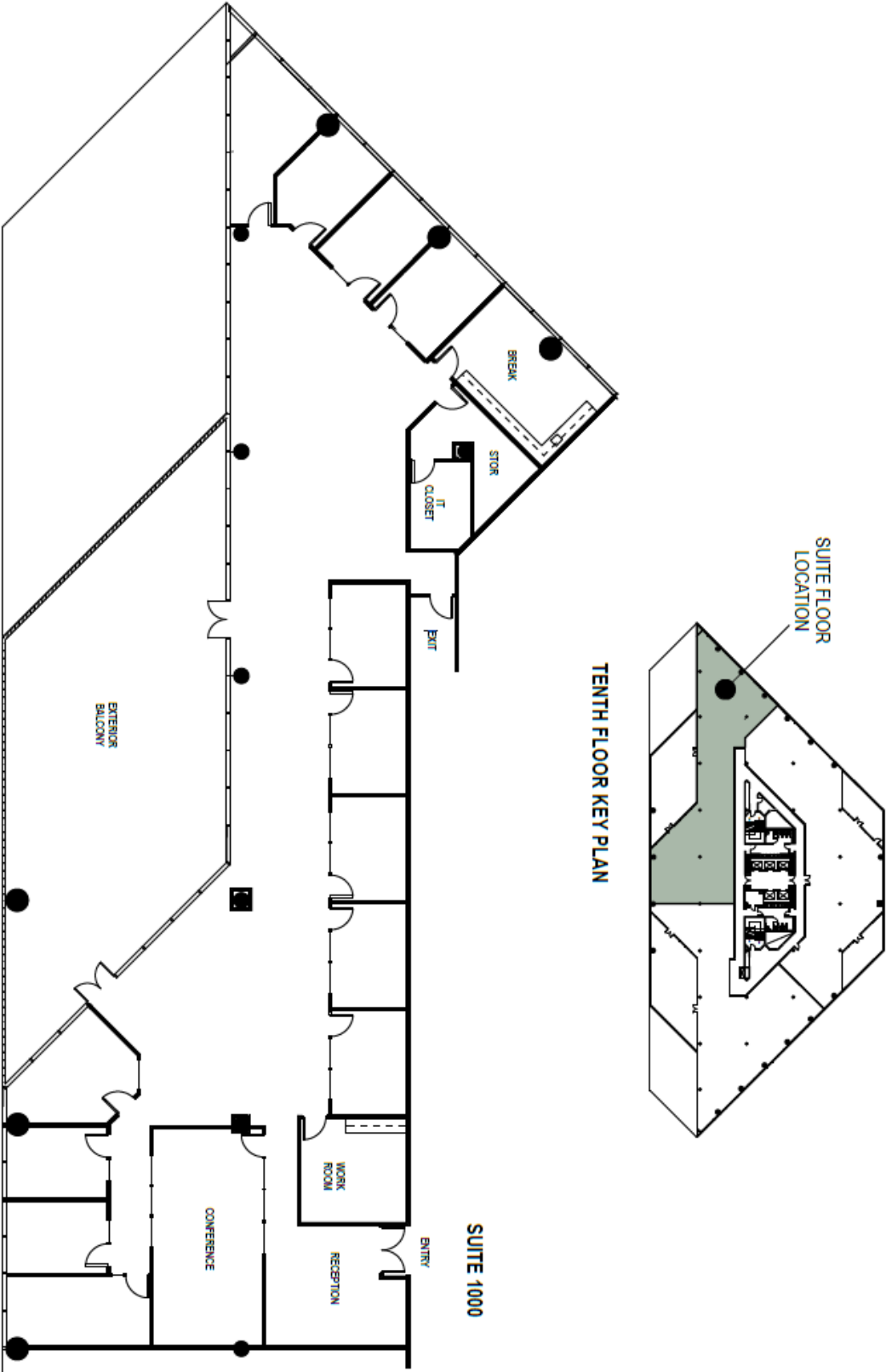
By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Margaret J. Eychner  
Real Property Agent

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

By: \_\_\_\_\_  
Michael George  
Deputy County Counsel

Exhibit A



## **Exhibit B**

### **Janitorial Specifications**

#### **DAILY SERVICES**

1. Dust all desktops, low file cabinet tops, lamps, and other furniture surfaces.
2. Empty all trash containers throughout the Premises and replace trash container liners as necessary.
3. Vacuum or spot-vacuum carpets as necessary around entry, doors and heavy traffic areas. Spot-clean carpets as needed.
4. Remove spots and finger marks from glass on entry doors.

#### **WEEKLY SERVICES**

1. Vacuum all carpets thoroughly throughout the Premises.
2. Dust counter tops, cabinets, tables, low-wall partitions, windowsills, and telephones. Remove cobwebs.
3. Mop all vinyl floor areas weekly and strip, wax and buff when necessary.
4. Clean entry doors and all door hardware.

#### **MONTHLY SERVICES**

1. Dust and clean A/C diffusers, air vents and exhaust fans.
2. Dust vertical surfaces (furniture fronts, walls, etc.)
3. Dust all window blinds; damp-wipe windowsills.

#### **ONCE YEARLY, IN APRIL**

1. Wash windows and glass on both sides.
2. Clean all ventilation grills.

#### **MISCELLANEOUS**

Security: Lock all doors and windows, turn off lights, and alarm systems before leaving the Premises.