

**FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT**

This FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT (this “First Amendment”) made and entered into as of April 1, 2024, by and between the COUNTY OF CONTRA COSTA, a political subdivision organized and existing under and by virtue of the laws of the State of California (the “County”), and the CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district organized and existing under and by virtue of the laws of the State of California (the “District”), amends, in part, that certain Installment Sale Agreement dated as of March 1, 2021 (the “Original Installment Sale Agreement”);

**WITNESSETH:**

**WHEREAS**, the County and the District previously entered into the Original Installment Sale Agreement for the purpose of assisting the District in financing certain capital improvement projects (the “Project”); and

**WHEREAS**, the County and the District now desire to amend Exhibit B of the Original Installment Sale Agreement to include the Communications Center as part of the Project;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein contained, the parties hereto do hereby agree as follows:

**Section 1. Amendment to Exhibit B.** Exhibit B of the Original Installment Sale Agreement is stricken in its entirety and replaced by the Exhibit B attached hereto.

**Section 2. Execution in Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 3. Governing Law.** This First Amendment shall be construed and governed in accordance with the laws of the State of California.

**Section 4. No Other Amendments.** Except as amended by Section 1 above, all other provisions of the Original Installment Sale Agreement shall remain in full force and effect.

**Section 5. Definitions.** Except as otherwise defined herein, or unless the context clearly otherwise requires, words and phrases defined in the Original Installment Sale Agreement shall have the same meaning in this First Amendment.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first above written.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_  
Chair of the Board of Directors

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary of the Board of Directors

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_  
\_\_\_\_\_  
Chair of the Board of Supervisors

## **EXHIBIT B**

### **DESCRIPTION OF THE PROJECT**

The Project comprises the following described facilities and improvements:

Fire Station No. 9. This component of the Project consists of the construction of an approximately 10,000 square foot one-story fire station to be located at Center Avenue and Willow Street in unincorporated Pacheco, California. This fire station will contain approximately 5,000 square feet of living area, including four firefighter dorm rooms, three gender-neutral restrooms, and living quarters for a Battalion Chief, with adjacent office space; approximately 5,000 square feet containing three apparatus bays, a separate support area for turnout, self-contained breathing apparatus ("SCBA"), and cleanup spaces; and visitor parking spaces, secured firefighter parking, and a generator and an emergency fuel tank.

Fire Station No. 86. This component of the Project consists of the construction of an approximately 10,000 square foot one-story fire station to be located at Willow Pass Road and Goble Drive in unincorporated Bay Point, California. This fire station will contain approximately 5,000 square feet of living area, including seven firefighter dorm rooms and three gender-neutral restrooms; approximately 5,000 square feet containing three apparatus bays, a separate support area on for turnout, SCBA, and cleanup spaces; and visitor parking spaces, secured firefighter parking, and a generator and an emergency fuel tank.

Fire District Communications Center Projects. This component of the Project includes the phased renovation of an existing building at 2010 Geary Road, Pleasant Hill, to convert it into a new Communications Center with a square footage of approximately 7,900 square feet and also the renovation of the current Communications Center at 2900 Dorothy Drive, Pleasant Hill, to convert it into new Communications Division Offices with a square footage of approximately 7,800 square feet.

The District may also substitute other improvements for all or a portion of the improvements listed above without the need to amend this Installment Sale Agreement.