

Second Amendment to Lease
Health Services Department – Mobile Crisis Team
1350 Arnold Drive, Suites 102 and 103
Martinez, CA

This second amendment is dated September 12, 2023, and is between RPE MUIR, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

A. Lessor is owner of the building located at 1350 Arnold Drive, Martinez, California (the “**Building**”). Lessor and County are parties to a lease, dated August 1, 2018, under which the County is leasing Suites 102 and 103 in the Building (as amended from time to time, the “**Lease**”).

B. The parties desire to amend the Lease to extend its term, eliminate the County’s obligation to pay Additional Rent, modify the County’s obligation to pay utility costs, and update the parties’ addresses for the purpose of notices.

The parties therefore amend the Lease as follows:

Agreement

1. All defined terms used but not defined in this second amendment have the meaning ascribed to them elsewhere in the Lease.
2. Section 2. Term is deleted in its entirety and replaced with the following:

Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, Renewal Terms, each as defined below.

- a. **Initial Term.** The “**Initial Term**” is three years, commencing on October 1, 2018 (the “**Commencement Date**”) and ending September 30, 2021.
- b. **Renewal Terms.** County has two options to renew this lease (each, a “**Renewal Term**”) upon all the terms and conditions set forth in this lease.
 - i. The first Renewal Term, if exercised, begins on October 1, 2021, and ends on September 30, 2023.
 - ii. The second Renewal Term, if exercised, begins on October 1, 2023, and ends on September 30, 2024.
 - iii. County will provide Lessor with written notice of its election to renew the lease 30 days prior to the end of the Term. However, if County fails to provide a 30-day notice, its right to renew the lease

will not expire until 15 working days after County's receipt of Lessor's written demand that County exercise or forfeit the option to renew.

- iv. 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.

- 3. Section 3. Rent is amended by adding the following subsection:

- c. Second Renewal Term.

<u>Period</u>	<u>Monthly Rent</u>
October 1, 2023 – September 30, 2024	\$3,537.20

Rent for any fractional month will be prorated and computed on a daily basis with each days rent equal to one-thirtieth (1/30) of the monthly Rent.

- 4. Section 4. Additional Rent is deleted in its entirety.
- 5. Section 7. Obligation to Pay Utilities and Janitorial is deleted in its entirety and replaced with the following:

Obligation to Pay Utilities and Janitorial.

- a. Subject to Section 7.b. below, Lessor shall pay for all gas and electric, water, sewer, and refuse collection services provided to the Premises. Lessor shall pay for all janitorial services provided to the Premises, which services are to conform to the specifications set forth in Exhibit C – Janitorial Specifications.
 - b. County shall pay Lessor \$734.14 per month for the County's after-hours use of the heating, ventilating and air-conditioning (HVAC) system that exclusively serves the Premises, which amount is based on an hourly rate of \$1.62 for use that occurs (i) on weekends, and (ii) on weekdays outside of the standard service time of 7:00 a.m. to 6:00 p.m. for a total of 452 extra hours. The hourly rate of \$1.62 is subject to change based on rate changes made by PG&E.

- 6. Section 23. Notices is deleted in its entirety and replaced with the following:

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: RPE Muir, LLC.
1343 Locust Street #24
Walnut Creek, CA 94596

With a copy to: Bay Wide Properties
251 Lafayette Circle #120
Lafayette, CA 94549

To County: Principal Real Property Agent
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.

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7. All other terms of the Lease remain unchanged.

Lessor and County are causing this second 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

RPE MUIR LLC, a
California Limited Liability Company

By: _____
Brian M. Balbas
Public Works Director

By: _____
Ronald P. Elvidge
President

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret Eychner
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel