

**THIRD AMENDMENT TO THE SUBLEASE AGREEMENT
BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA
CLARA FOR THE USE OF CITY PROPERTY FOR THE HOUSEHOLD
HAZARDOUS WASTE COLLECTION PROGRAM**

This Third Amendment to the Sublease Agreement between the City of San Jose and The County of Santa Clara for the City Property for The Household Hazardous Waste Collection Program ("Third Amendment") is dated this _____, ("Effective Date") by and between the City of San Jose, a municipal corporation ("Lessor") and the County of Santa Clara, a political subdivision of the State of California ("Lessee"). Unless otherwise stated, all capitalized words defined in the Sublease Agreement Between the City of San Jose and the County of Santa Clara For Use of City Property For the Household Hazardous Waste Collection Program ("Sublease") will have the same meaning in this Third Amendment.

RECITALS

1. On May 22, 2012 the Lessor and Lessee entered into the Sublease Agreement for the Premises consisting of approximately ten thousand (10,000) square feet of exclusive space including a seven thousand (7,000) square foot office, collection and work shop space located at 1608 Las Plumas Avenue, San Jose, CA 95133, but the delivery date of the Premises was delayed until August 5, 2014; and
2. On April 30, 2013, Lessor and Lessee entered into the First Amendment to the Sublease to modify the Term of the Sublease Agreement and the term describing the Condition of the Premises; and
3. On June 22, 2015, Lessor and Lessee entered into the Second Amendment to the Sublease pursuant of Section 4 of the Sublease to modify the Term of the Sublease and extend term of the Sublease through June 30, 2018; and
4. Lessor and Lessee wish to exercise the option in Section 4 of the Sublease for a second time to extend the term of the Sublease through June 30, 2021 subject to the terms and conditions set forth in the SUBLEASE as amended below.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree to amend the Sublease as follows:

- A. Section 2, labeled Lease Term, of the Sublease is amended to extend the term of the Sublease, as authorized by Section 4, from July 1, 2018 through June 30, 2021 with the rent apportioned in accordance with Section 4.3 of the Sublease as follows

Section 2, LEASE TERM: "This SUBLEASE shall commence July 1, 2018 and expire June 30, 2021, subject to the option to extend the term contained in Section 4."

- B. Section 3.1 under Section 3, labeled Rent Payment, is amended to read as follows:

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Third Amendment Payment Schedule			
3-year term	7/1/2018 to 6/30/2019	7/1/2019 to 6/30/2020	7/1/2021 to 6/30/2021
Annual Base rent	\$314,000.00	\$ 314,000.00	\$ 314,000.00
Annual Operations & Maintenance (O & M) of each option term	\$33,765.26 ¹	\$ 34,778. ¹	\$ 35,821.57 ¹
Annual Base Rent and O & M	\$347,765.26 ¹	\$ 348,778.22 ¹	\$ 349,821.57 ¹
Quarterly amounts to be invoices	\$86,941.32¹	\$87,194.56¹	\$87,455.39¹

¹Annual Operations and Maintenance (O&M) of each option term shall be suspended until such period as the following operational or maintenance items which are impacting the Premises have been resolved.

Specifically, City agrees to:

- a) Install a 5-ton heating, ventilation, and air conditioning (HVAC) unit for the office area plus a spot treat system in workshop. "Spot treat" the area within the open workshop at the first point of entry in which materials are initially sorted. HVAC ducting would extend over the area and contain two (2) output registers.
- b) Connect two (2) emergency vent hoods to allow for safe emergency handling of off-gassing or reacting chemical emergencies.
- c) Install an automatic gate controller with remote at the existing fence that currently separates the site parking lot and the Household Hazardous Waste (HHW) premises. This is the gate that is currently being used by the County as the entry point for residents during drop-off events.
- d) Install gas cylinder storage. The proposed equipment to be placed within the designated propane tank/gas cylinder storage area at the site includes the following: propane tanks - horizontal or vertical storage cage/cabinet, taller gas bottles/cylinders - vertical storage cage or wall mounted brackets with chains to secure from tipping. Size and quantity of cages will be determined by allowable capacity of the designated propane tank/gas cylinder storage area.
- e) Arrange for janitorial service two times per week that includes housekeeping to the locker area, restrooms, and office.

Lessee agrees to provide reasonable cooperation with Lessor in implementing the above operational or maintenance items, and will allow Lessor and its employees, contractors, subcontractors, or agents reasonable access to the Premises to complete the above items. Once the above Operations and Maintenance issues have been remedied, annual Operations and Maintenance charges shall resume per the table above. If completed prior to the next annual anniversary date, Operations and Maintenance charges will be prorated for remaining amount in the current annual term.

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C. Section 12, labeled UTILITIES, of the Sublease is amended to read as follow: "During the term of the Sublease, Lessor shall pay for common expenses including: landscaping, janitorial services, energy, water and sewer. The City will also provide to the County garbage and recycling collection services generated from the use of the Premises including public litter cans, janitorial services, accumulated general debris and cardboard. Garbage and recycling services will be offered through the communal trash and commingled recyclables bins located at the Premises designated trash enclosure and will be provided up to five times per week. Garbage and recycling collection services does not include hazardous waste, pharmaceuticals, or wastes contaminated with hazardous waste, and Lessee is responsible for disposal of such waste. Janitorial and landscaping service providers, frequency, and level of service will be provided in a reasonable manner. Lessee agrees to pay for all non-common utilities, such as telephone and internet services."

D. Section 19, labeled NOTICES of the Sublease is amended to read as follow: "All notices required by this Sublease must be in writing and must be delivered by one of the following methods: personal delivery, sent by first class mail with postage pre-paid, sent by commercial courier, or sent via facsimile or electronic mail followed by sending a hard copy via one of the above mentioned methods, and addressed as follows:

Notices to Lessor shall change to:

City of San Jose
OED- Real Estate and Asset Management Services
200 E. Santa Clara St, 12th Floor
San Jose, CA 95113
Attention: Administrative Officer

Notices to Lessee shall change to:

County of Santa Clara
Consumer and Environmental Protection Agency
1555 Berger Drive, Suite 300
San Jose, CA 95112-2716
Attention: Jo Zientek, Director

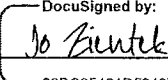
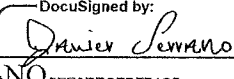
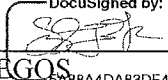
E. Section 20, labeled ENTIRE AGREEMENT AND AMENDMENTS, of the Sublease is amended to read as follow: "This writing constitutes the entire SUBLEASE between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this SUBLEASE shall be effective unless and until such modification is evidenced by writing and signed by all parties. The Director of Consumer and Environmental Protection Agency for the LESSEE is hereby authorized to sign any modifications, amendments or termination of this agreement on behalf of LESSEE."

TERMS OF THIRD AMENDMENT PREVAIL: In the event of any conflict between the terms of the Sublease, the terms of the First and Second Amendments, and the terms of this Third Amendment, the terms of this Third Amendment shall prevail.

FULL FORCE AND EFFECT: The original Sublease, dated May 22, 2012, as amended, shall continue in full force and effect.

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IN WITNESS WHEREOF, this Third Amendment has been duly executed as of the last date written below:

<p>LESSEE: COUNTY OF SANTA CLARA</p> <p>DocuSigned by: </p> <hr/> <p>JO ZIENTEK 23BC95461D52437... Director, Consumer and Environmental Protection Agency</p> <p>Date: <u>5/8/2018</u></p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>DocuSigned by: </p> <hr/> <p>JAVIER SERRANO 15FE0EECFBF74C5... Deputy County Counsel</p> <p>Date: <u>5/8/2018</u></p> <p>APPROVED BY THE OFFICE OF THE COUNTY EXECUTIVE:</p> <p>DocuSigned by: </p> <hr/> <p>SYLVIA GALLEGOS 5A88A4DA83DF41D... Deputy County Executive</p> <p>Date: <u>5/10/2018</u></p>	<p>LESSOR: CITY OF SAN JOSE</p> <hr/> <p>Name: TONI TABER City Clerk</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Date: _____</p>
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