

**SECOND AMENDMENT TO PERMIT AGREEMENT
No. 5393**

This Second Amendment to Permit Agreement No. 5393 ("Second Amendment"), dated for reference purposes only as of July 11, 2017, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Permitter"), and PENINSULA CLEAN ENERGY AUTHORITY, a Joint Powers Authority of the State of California ("Permittee").

Recitals

A. County and Permittee entered into a certain Permit Agreement No. 5393, dated for reference purposes as of December 1, 2016 (the "Agreement") for occupancy of a portion of the County-owned Building located at 555 Marshall Street, Redwood City, California, consisting of approximately 2,787 square feet on the second floor of the Building, as more particularly described in such Agreement (collectively, the "Premises") for general office space use.

B. The Agreement was amended per the First Amendment dated February 9, 2017 (the "Permit As Amended"), which granted Permittee two 30-day options to extend the Term, adopted rules for the Building, and provide County with the ability to recover any lost costs for operating the Premises during the term of the Permit, if necessary.

C. County and Permittee desire to amend the Permit As Amended to retroactively extend the Term.

Agreement

For good and valuable consideration as set forth below, the sufficiency of which is hereby acknowledged, the parties agree to amend and modify the Permit As Amended as follows:

1. **Term.** Any references to the Term in the Permit As Amended notwithstanding, the Term of the Permit As Amended is hereby extended to July 31, 2017. Pursuant to Section 1 of the First Amendment, the Term previously expired on June 30, 2017. However, Permittee has occupied the Premises since that time. County and Permittee agree to the extension of the Term until July 31, 2017 provided this Second Amendment is retroactively effective as of July 1, 2017.
2. **Effective Date; Approval.** This Second Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Second Amendment and the Second Amendment is duly executed and delivered by County and Permittee.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECOND AMENDMENT, PERMITTEE ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT

COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY AND PERMITTEE PURSUANT TO THIS SECOND AMENDMENT ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS SECOND AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS SECOND AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

3. **Counterparts.** This Second Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
4. **Definitions.** Any capitalized term not defined herein shall have the same meaning as provided in the Agreement.
5. **No Further Amendments; Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this Second Amendment. The Permit As Amended and the Second Amendment constitutes the entire agreement between Permitter and Permittee regarding the Premises and may not be modified except by an instrument in writing duly executed by the Permitter and Permittee. In the event of any conflict between the terms of the Permit As Amended and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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Permitter and Permittee have executed this Second Amendment to be legally bound as of the date first written above.

PERMITTOR:

COUNTY OF SAN MATEO,
a political subdivision of the State of California

By: _____
Don Horsley
President, Board of Supervisors

PERMITTEE:

PENINSULA CLEAN ENERGY, a Joint Powers
Authority of the State of California

By:  _____
Jan Pepper
Chief Executive Officer

Attest:

Clerk of the Board

Resolution No.: _____

