

SECOND AMENDMENT TO SUBLEASE AGREEMENT

THIS SECOND AMENDMENT TO SUB-LEASE AGREEMENT NO. 15-286 ("Second Amendment") is made and entered into this 25th day of May, 2021, by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California ("COUNTY"), and Fresno Area Workforce Investment Corporation, a California public benefit corporation, whose address is 2125 Kern Street, Suite 208, Fresno, CA 93721 ("WORKFORCE"). COUNTY and WORKFORCE may be referred to as a "Party" or collectively as "Parties" to this Second Amendment.

WITNESSETH:

WHEREAS, COUNTY is the lessee under that certain lease with Reedley Center, Inc. ("Master Lessor") entered into on June 16, 2015, Lease Agreement No. 15-285/L-302 ("Master Lease"), for use of 27,177 square feet of office space and parking at the location commonly known as 1670 – 1690 East Manning, Reedley, CA 93654 ("Premises");

WHEREAS, COUNTY and WORKFORCE are Parties to that certain Sub-Lease Agreement No. 15-286 (FL-117), entered into on June 16, 2015 ("Sub-Lease"), in which the Master Lessor approved COUNTY subleasing to WORKFORCE 10,078 square feet of office space at the Premises;

WHEREAS, COUNTY and WORKFORCE entered into First Amendment to Sub-Lease, dated December 4, 2018 ("First Amendment"), to decrease WORKFORCE's square footage of the Subleased Premises from 10,078 square feet to 6,580 square feet;

WHEREAS, COUNTY and Master Lessor entered into First Amendment to Master Lease, dated December 10, 2019, to amend the renewal periods from one (1) three-year period to three (3) one-year periods; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Sub-Lease in order to extend the term of the Sub-Lease, and establish the rent amounts for the extension period accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The following language shall be added to the end of Section 2 – TERM of the Sub-Lease, located on page 2, line 23:

1 "In addition to the Option Period, WORKFORCE shall be entitled to exercise two (2)
2 additional optional one-year extension periods under this Sublease, the first one expiring on June 30,
3 2022 (the "Extension Periods"). The Extension Periods of this Sub-Lease shall commence upon July
4 1, 2021, and shall expire on June 30, 2023. If a party intends not to exercise an Extension Period, that
5 party shall notify the other party in writing at least ninety (90) days prior to the end of the then-current
6 term of this Sublease."

7 2. The following table is added after Page 3, line 22 of Section 4 – RENT of the Sub-
8 Lease:

Rent Period	Square Footage	Price per Square Foot (rounded to the nearest thousandth)	Monthly Rent
July 1, 2021	6,580	\$0.986	\$6,487.88
July 1, 2022	6,580	\$1.006	\$6,619.48

15 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the
16 Sub-Lease and, that upon execution of this Second Amendment, the Sub-Lease, the First
17 Amendment, and this Second Amendment together shall be considered the Sub-Lease.

18 The parties agree that this Second Amendment may be executed by electronic signature as
19 provided in this section. An "electronic signature" means any symbol or process intended by an
20 individual signing this Second Amendment to represent their signature, including but not limited to (1)
21 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
22 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic
23 signature affixed or attached to this Second Amendment (1) is deemed equivalent to a valid original
24 handwritten signature of the person signing this Second Amendment for all purposes, including but not
25 limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and
26 effect as the valid original handwritten signature of that person. The provisions of this section satisfy
27 the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction
28 Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital

1 signature represents that it has undertaken and satisfied the requirements of Government Code
2 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
3 upon that representation. This Second Amendment is not conditioned upon the parties conducting the
4 transactions under it by electronic means and either party may sign this Second Amendment with an
5 original handwritten signature.

6 The Sub-Lease, as hereby amended, is ratified and continued. All provisions, terms,
7 covenants, conditions and promises contained in the Sub-Lease and not amended herein shall remain
8 in full force and effect.

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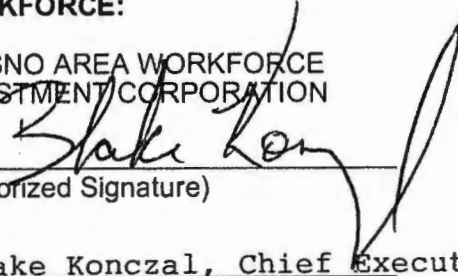
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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2 **WORKFORCE:**

3 FRESNO AREA WORKFORCE
4 INVESTMENT CORPORATION

5 
(Authorized Signature)

6 Blake Konczal, Chief Executive

7 Print Name & Title Officer

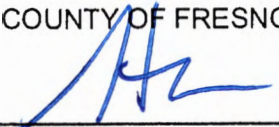
8 2125 Kern Street, #208

9 Fresno, CA 93721

10 Mailing Address

COUNTY OF FRESNO:

COUNTY OF FRESNO


Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

11 **ATTEST:**

12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15 By: 

Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 Fund: 0001

18 Subclass: 10000

19 ORG: 5610

20 Account: 5800

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The undersigned Master Lessor under the referenced Master Lease hereby acknowledges, accepts, and approves this Sub-Lease of the designated Subleased premises by COUNTY (the SUB-LESSOR) to the designated SUB-LESSEE.

REEDLEY CENTER, INC.

By: 

Roger W. Burnell, President

Date: 4-20-21

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 5610

Account: 5800