

L-279-PUBLICGUARDIAN
FMAAA/DBH/5630

SECOND AMENDMENT TO LEASE AGREEMENT 10-309/L-279

This SECOND AMENDMENT TO LEASE 10-309/L-279 ("Second Amendment") is made and entered into this 26th day of September, 2017, between the FMAAA FOUNDATION, 3837 North Clark Street, Fresno, CA 93726 (hereinafter "LESSOR") and the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare St., Suite 2100, Room 2101, Fresno, California 93721-2106 (hereinafter "LESSEE").

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement 10-309/L-279 (hereinafter "LEASE"), dated June 22, 2010, for the property at the location commonly known as 2025 E. Dakota Avenue, Fresno, CA 93726 and more fully described in the LEASE (the "Premises"); and

WHEREAS, LESSOR and LESSEE entered into a First Amendment to the LEASE on May 20, 2014 ("First Amendment") to extend the term, increase the rent and make other changes to the LEASE; and

WHEREAS, LESSEE continues to use the Premises as office and storage space; and

WHEREAS, LESSOR and LESSEE (hereinafter the "Parties") desire to further extend the LEASE, making the term month to month, to be effective April 1, 2017.

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

1. Section 2, "TERM," of this LEASE, as amended and set forth in the First Amendment, is deleted in its entirety and replaced with the following:

"2. TERM - The initial term of this LEASE shall be for the period of July 1, 2010 through March 31, 2017. Thereafter, notwithstanding the provisions of Section 10 TERMINATION of this LEASE, this LEASE will continue from month to month, subject to all the terms and conditions herein, until either party to this LEASE provides thirty (30) days prior written notice to terminate this LEASE.

As to the County, the Director of Behavioral Health, or the Director of Internal

Services/Chief Information Officer, or one of their designees, is authorized to terminate this LEASE and to provide the written notice of termination for this LEASE."

2. Section 3, "RENT/RENT INCREASE," of this LEASE, as amended, shall be further modified to include the following language immediately after the last sentence on page 2, line 7 of the First Amendment:

"Effective April 1, 2017, the total rent shall be \$6,680.00 per month."

The Parties agree that this Second Amendment is sufficient to amend the LEASE and that, upon execution of this Second Amendment, the LEASE, the First Amendment and this Second AMENDMENT shall together be considered the LEASE. All provisions set forth in the LEASE, as previously modified and not amended herein shall remain in full force and effect.

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EXECUTED as of the date first herein specified.

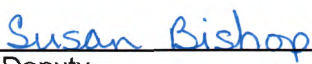
LESSEE:
COUNTY OF FRESNO

By 
Brian Pacheco, Chairman
Board of Supervisors

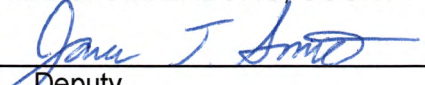
LESSOR:
FMAAA FOUNDATION

By 
Leonard Haggerty, President

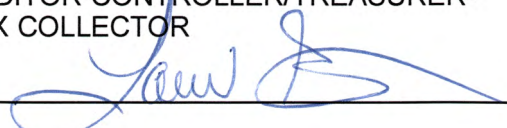
ATTEST: BERNICE E. SEIDEL, CLERK
BOARD OF SUPERVISORS

By 
Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By 
Deputy

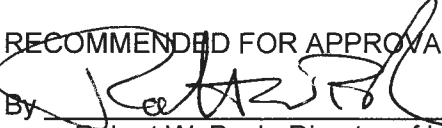
APPROVED AS TO ACCOUNTING FORM:
Oscar J. Garcia, C.P.A.
AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

By 

RECOMMENDED FOR APPROVAL:

By 
Dawan Utecht, Director, Department
of Behavioral Health

RECOMMENDED FOR APPROVAL:

By 
Robert W. Bash, Director of Internal
Services/Chief Information Officer

Fund No. 0001
Subclass 10000
Org. No. 5630
Acct. No. 7340

Property/L-279/2ndAmend