

L-270 L Street  
Cooper/DA2860

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AMENDMENT I TO LEASE AGREEMENT

AMENDMENT I TO LEASE AGT. #15-585 ("AMENDMENT I") is made and entered into this 5th day of November, 2019, between JOE COOPER, 5756 N. Marks Ave., Suite 160, Fresno, CA 93711 ("LESSOR") and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac, Clovis, CA 93612 ("LESSEE"). LESSOR and LESSEE may be referred to individually as a "Party," or collectively as the "Parties" to this Amendment I.

WHEREAS, LESSOR and LESSEE are parties to that certain Lease Agreement #15-585, dated November 17, 2015 ("LEASE"), for lease of space at the property at the location commonly known as 929 L Street, Fresno, CA 93721, (the "Premises"); and

WHEREAS, LESSEE uses the Premises as office space; and

WHEREAS, the LEASE expires on November 30, 2019; and

WHEREAS, the Parties desire to extend the LEASE term, and make the remaining term month-to-month, effective December 1, 2019.

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, located on page 1, lines 11 through 16, is deleted in its entirety, and replaced with the following:

"2. TERM

The primary term of this LEASE shall be for two (2) years, commencing December 1, 2015 and ending on November 30, 2017. Thereafter, the LEASE shall be renewable for two (2) additional periods of one (1) year, which renewals shall take place automatically, unless one of the Parties provides the other Party with written notice of non-renewal at least one hundred eighty (180) days prior to the expiration of the then-current LEASE term.

Notwithstanding any other provisions of this LEASE, effective December 1, 2019, this LEASE will continue on a month-to-month basis, subject to all the terms and conditions herein, until either Party to this LEASE provides ninety

1 (90) days' prior written notice to terminate this LEASE. Notice to terminate shall  
2 not be provided prior to February 28, 2020. As to LESSEE, the County  
3 Administrative Officer or the Director of Internal Services/Chief Information  
4 Officer, or a designee of one of them, is authorized to provide written notice to  
5 terminate this LEASE and to terminate this LEASE.

6 In no event shall the term of this LEASE extend beyond September 30,  
7 2020."

8 2. Section 3 "Rent," of the LEASE, located on page 1, lines 17-25, is deleted in its  
9 entirety, and replaced with the following:

10 "LESSEE agrees to pay rent to LESSOR for the Premises beginning on December 1,  
11 2015. The rent shall increase by two percent on December 1, 2017, and increase by three  
12 percent on December 1, 2018. Effective December 1, 2019, the rent for the month-to-month  
13 period of the LEASE shall be \$17,215 per month. The rent shall be paid in advance on or about  
14 the first of each month according to the following schedule:

15

Rent Year	Rent Per Month
December 1, 2015	\$ 15,907.76
December 1, 2016	\$ 15,907.76
December 1, 2017	\$ 16,226.29
December 1, 2018	\$ 16,713.08
December 1, 2019	\$ 17,215.00

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20 3. Section 21, "Notices," of the LEASE, page 9, lines 6-10, shall be amended as follows:

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22	"LESSEE	LESSOR
23	County of Fresno (L-270)	Joe Cooper
24	Director of Internal Services/Chief	5756 N. Marks Ave., Suite 160
25	Information Officer	Fresno, CA 93711
26	333 West Pontiac Way	
27	Clovis, CA 93612"	

28 The Parties agree that this Amendment I is sufficient to amend the LEASE, and that,  
upon execution of this AMENDMENT I, the LEASE and this AMENDMENT I shall together be  
considered the LEASE.

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All provisions, terms, covenants, conditions, and promises set forth in the LEASE and not amended herein shall remain in full force and effect.

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EXECUTED as of the date first herein specified.

LESSOR:  
JOE COOPER

By \_\_\_\_\_  
Joe Cooper, Owner

LESSEE:  
COUNTY OF FRESNO

By \_\_\_\_\_  
Nathan Magsig, Chairman of the Board of  
the Board of Supervisors of the  
County of Fresno

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By Susan Bishop  
Deputy

Fund No. 0001  
Subclass 10000  
Org. No. 2860  
Acct. No. 7340