

**FIRST AMENDMENT TO THE LEASE BETWEEN
THE COUNTY OF SAN LUIS OBISPO AND
JACK S. FOSTER AND CHARLOTTE P. FOSTER**

This **FIRST AMENDMENT** is to that Lease dated June 22, 2010, by and between the **County of San Luis Obispo**, a public entity in the State of California, hereinafter referred to as "County", and **Jack S. Foster and Charlotte P. Foster**, Trustees of the Foster Family Trust, hereinafter referred to as "Lessor".

WHEREAS, the County and Lessor entered into a Lease dated June 22, 2010 for purposes of conducting and operating a Children's Assessment Clinic Program at 2925 McMillan Avenue, Suite 108 in San Luis Obispo, hereinafter referred to as "Premises"; and

WHEREAS, the term of the Lease is for a period of three (3) years, which commenced July 1, 2010 and ended on June 30, 2013; and

WHEREAS, the Lease provides for an option for two (2) successive one (1) year periods to extend or renew the Lease, both of which were exercised; and

WHEREAS, the first successive extension commenced July 1, 2013 and expired June 30, 2014; and

WHEREAS, the second successive extension commenced July 1, 2014 and is due to expire on June 30, 2015; and

WHEREAS, County desires to extend said lease for a period of one (1) year through June 30, 2016, with the option to automatically extend the Lease for an additional one (1) year; and

WHEREAS, Lessor is in agreement with the above terms.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, the parties hereto mutually agree that the aforementioned Lease between the County and Lessee, is hereby amended as follows:

1. Paragraph 4. "**OPTION**" is deleted in its entirety and replaced with the following:
"County shall, at its option, have the right to four (4) successive extensions or renewals of this Lease to be exercised separately, each such extension to be for a period of one (1) year and to be on the same covenants, terms, and conditions as those of this Lease. County shall give Lessor not less than ninety (90) days' notice by certified or registered mail, return receipt requested, of County's intention **not** to extend this Lease prior to its expiration or prior to the expiration of any extended term or period with the exception of the last extension period."

2. Paragraph 8.B.2) **"INSURANCE: LIABILITY INSURANCE. COUNTY"** is deleted in its entirety and replaced with the following:

"County is presently self-insured."

3. Paragraph 9. **"INDEMNIFICATION"** is deleted in its entirety and replaced with the following:

"To the fullest extent permitted by law, Lessor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection Lessor's performance or attempted performance of any obligation or duty provided for or relating to this Lease and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect."

4. Paragraph 31. **"AMERICANS WITH DISABILITIES ACT"** is hereby added to the Lease with the following:

"Lessor shall be responsible for alterations necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws. In accordance with Civil Code Section 1938, Lessor represents that the property:

- has not undergone inspection by a Certified Access Specialist (CASp); or
- has undergone inspection by a Certified Access Specialist (CASp), and has been determined to meet all applicable construction-related accessibility standards pursuant to Section 55.53."

All other provisions of said Lease shall continue in full force and effect.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT EXCEPT SIGNATURES////////////////////////////////

IN WITNESS WHEREOF, the parties hereto have executed this First Lease Amendment this ____ day of _____, 2015.

COUNTY OF SAN LUIS OBISPO

LESSOR:

By: _____
Chairperson of the Board of Supervisors

FOSTER FAMILY TRUST

APPROVED BY THE BOARD OF SUPERVISORS

By: Jack S. Foster, Trustee
Jack S. Foster, Trustee

This ____ day of _____, 2015.

By: Charlotte P. Foster, Trustee
Charlotte P. Foster, Trustee

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL

County Counsel

By: Shannon Matungue
Deputy County Counsel

Date: 5/2/15