

542 MAIN STREET, PLACERVILLE, CALIFORNIA

FIRST AMENDMENT TO LEASE AGREEMENT #254-L1811

THIS FIRST AMENDMENT to that Lease Agreement #254-L1811 is made and entered into by and between the **COUNTY OF EL DORADO** (hereinafter referred to as "Lessor"), a political subdivision of the State of California, and **El Dorado County Chamber of Commerce**, a California Nonprofit Corporation, lawfully doing business in the State of California (hereinafter referred to as "Lessee"), upon the following terms and conditions.

R E C I T A L S

WHEREAS, Lessor has leased office space and surrounding parking areas, located at 542 Main Street, Placerville, California 95667, to Lessee for the purpose of Promoting Civic and Commercial Progress benefiting the residents of El Dorado County, pursuant to Lease Agreement #254-L1811, dated December 12, 2017, incorporated herein and made reference a part hereof (hereinafter referred to as "Lease");

WHEREAS, the parties hereto desire to amend the Lease to allow Lessee to exercise the first of two optional five (5) year term extensions at the same terms and conditions set forth in the Lease, in accordance with **Paragraph 3, Extension Provisions**, and **Paragraph 4, Lessee Payments, Section A, Rent**, amending, **Paragraph 2, Term of Agreement**, and **Paragraph 3, Extension Provisions**;

WHEREAS, the parties hereto desire to update the County notice recipient information, amending **Paragraph 17, Notices**;

WHEREAS, the parties hereto desire to fully-replace specific Paragraphs and add a new Paragraph to include updated contract provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Lessor and Lessee mutually agree to amend the terms of the Lease in this First Amendment to Lease #254-L1811 as follows:

- 1. Paragraph 2, Term of Agreement**, of the Lease is amended in its entirety to read as follows:
 - 2. Term of Agreement.** This Lease, as amended, shall become effective upon final execution by both parties and shall cover the period of September 1, 2017 through August 31, 2027. The term of this Lease may be extended by mutual agreement of Lessor and Lessee, subject to the other provisions of this agreement and the approval or disapproval of the County Board of Supervisors as it deems necessary.

2. **Paragraph 3, Extension Provisions**, of the Lease is amended in its entirety to read as follows:

3. Extension Provisions. This Lease, as amended, may be extended for one (1) additional period of five (5) years, provided that Lessee indicates its intent to seek an extension in writing to Lessor at least sixty (60) days prior to the expiration of the Lease.

3. **Paragraph 17, Notices**, of the Lease is amended in its entirety to read as follows:

17. Notices. Except as otherwise expressly provided by law, any and all notices and other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited into the United States mail, first class postage prepaid. Notices to Lessor shall be in duplicate and addressed as follows:

To Lessor:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

Attn.: Russell Fackrell
Facilities Division Manager
Telephone: (530) 621-7596

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as Lessor directs.

Notices to Lessee shall be addressed as follows:

El Dorado County Chamber of Commerce
542 Main Street
Placerville, California 95667

Attn.: Laurel Brent-Bumb, Chief Executive Officer
Telephone: (530) 621-5885

or to such other location as Lessee directs.

Either party, Lessor or Lessee, may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

4. The following Paragraph of the Lease is fully-replaced in its entirety to read as follows:

24. Waiver. No failure on the part of the parties to exercise any rights under this Lease, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

5. The following Paragraphs of the Lease are added to read as follows:

27. Force Majeure. Neither party will be liable for any delay, failure to perform, or omission under this Lease that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Lease.

For purposes of this Paragraph, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

28. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Lease, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Lease #254-L1811 shall remain unchanged and in full force and effect.

DEPTARMENT HEAD CONCURRENCE:

BY: _____

Name: Tiffany Schmid

Title: Assistant Chief Administrative Officer

LEASE ADMINISTRATOR:

BY: _____

Name: Russell Fackrell

Title: Facilities Division Manager

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease #254-L1811 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"Lessor"

-- EL DORADO COUNTY CHAMBER OF COMMERCE --

By: _____

Dated: _____

Laurel Brent-Bumb
Chief Executive Officer
"Lessee"

By: _____

Dated: _____

Gordon Helm
Corporate Secretary