

**FIRST AMENDMENT TO  
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (Amendment) made and entered into as of this \_\_\_\_\_ day of March 2026 (Effective Date), amends the Lease Agreement (Agreement) between the CITY OF FRESNO, a California municipal corporation (City), and Fresno Economic Opportunities Commission, a California non-profit corporation (Lessee), entered into on March 31, 2011, and effective April 1, 2011, to consolidate the existing five leases for the five (5) properties described below into a single master Lease Agreement.

**RECITALS**

WHEREAS, the Agreement provided for an initial term of ten (10) years with the option to renew the term for not more than one extension of five years at the expiration of the initial term. Both Parties agreed to exercise said option to renew the term for each of the five (5) properties listed below for one (1) successive term of five (5) years, for a term expiration of March 31, 2026; and

WHEREAS, the City and Lessee now desire to amend the Agreement to memorialize the future of each of the five (5) properties and to modify and set forth the terms of termination for each of the five (5) properties described below:

WHEREAS, the City and Lessee desire to amend the Agreement for a portion of the property known as Mary Ella Brown Community Center, specifically 3,995 square feet, located at 1350 E. Annadale, Fresno, California (MARY ELLA BROWN), to agree to extend the Agreement an additional five months to September 1, 2026; and

WHEREAS, the City and Lessee desire to amend the Agreement for a portion of the property known as Ted C. Wills Community Center, specifically 2,600 square feet, located at 1445 E. Thomas, Fresno, California (TED C. WILLS), to terminate the Agreement effective September 30, 2024. The City agrees not to hold the Lessee liable for rent at WILLS and releases the Lessee from their rental obligations as of September 30, 2024, and forward; and

WHEREAS, the City and Lessee desire to amend the Agreement for a portion of the property known as Romain Playground, specifically 2,000 square feet, located at 745 N. First Street, Fresno, California (ROMAIN), to extend the Agreement an additional five (5) months to September 1, 2026; and

WHEREAS, the City and Lessee desire to amend the Agreement for the Land located at Willow and Balch, Fresno, California (WILLOW/BALCH), to extend the Agreement an additional five (5) months to September 1, 2026; and

WHEREAS, the City and Lessee desire to amend the Agreement for a portion of the property (land only) known as the Mosqueda Community Center located at 4670 E. Butler (includes use of Center kitchen facilities at times and duration acceptable to City) (MOSQUEDA), to acknowledge the Lessee's temporary lapse of vacancy from

September 30, 2024, to July 2, 2025. On July 3, 2025, the Lessee retook possession of MOSQUEDA and paid to the City all rent owed under the Lease. Both Parties agree to extend the Agreement an additional five (5) months to September 1, 2026; and

WHEREAS, City and Lessee agree that a new Agreement is necessary at the termination of the Amendment.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated herein and made a part of this Amendment.
2. The Agreement is amended to terminate the lease for TED C. WILLS, effective September 30, 2024.
3. Both Parties agree to extend the Agreement the term an additional five (5) months to September 1, 2026, for the remaining properties of MARY ELLA BROWN, ROMAIN, WILLOW/BALCH and MOSQUEDA.
4. The City and Lessee agree to endeavor to negotiate new terms for a ground lease for future sites.

### **NOTICES**

1. Any notices, approval of communication that either party desires to or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other party at the address set forth below.

**City:** The City of Fresno Parks and Recreation  
1515 East Divisadero Street  
Fresno, California 93721

**LESSEE:** Fresno Economic Opportunities  
Commission Head Start  
1920 Mariposa Street, Room 200  
Fresno, California 93721

2. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing if mailed as provided in this paragraph.

In the event of any conflict between the body of this Amendment and any Exhibit or

attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Amendment, shall be null and void.

Except as otherwise provided herein, the Lease Agreement entered into by the City and the Lessee on March 31, 2011, and effective April 1, 2011, remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO, a California municipal corporation

FRESNO ECONOMIC OPPORTUNITIES COMMISSION, a California Non-Profit Corporation

By: \_\_\_\_\_  
Aaron Aguirre  
PARCS Director

By: <sup>Signed by:</sup> Steven Lewis \_\_\_\_\_ 3/12/2026  
B43F394C199445D...  
Name: Steven Lewis

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Title: CEO  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: <sup>Signed by:</sup> Tricia Herrera \_\_\_\_\_ 3/12/2026  
6D03E4AD28E0466... Date  
Deputy City Attorney

By: <sup>Signed by:</sup> Salam Nalia \_\_\_\_\_ 3/12/2026  
2AD22681CB97478...  
Name: Salam Nalia

Title: Deputy CEO  
(If corporation or LLC., CFO., Treasurer, Secretary or Assistant Secretary)

ATTEST:  
AMY K. ALLER,  
Interim City Clerk

By: \_\_\_\_\_  
Date  
Deputy

Exhibit A: Lease Agreement Effective April 1, 2011