

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF FOSTER CITY AND THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT
AND FOSTER CITY VILLAGE, INC.
FOR THE USE OF OFFICE AND MEETING SPACE**

THIS SECOND AMENDMENT (“Second Amendment”) is made and entered into as of January 16, 2024 (hereinafter, “Effective Date”), by and between the CITY OF FOSTER CITY, a municipal corporation, and THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT (EMID), a political subdivision of the State of California, (hereinafter collectively referred to as “CITY”) and the FOSTER CITY VILLAGE, INC. a community non-profit organization (hereinafter, “FCV”) (collectively CITY and FCV hereafter “Parties”).

RECITALS

This Second Amendment is entered into with reference to the following facts and circumstances:

- A. That CITY is the owner of land and improvements at 1000 East Hillsdale Boulevard commonly known as the Foster City Community Center;
- B. That FCV is a community non-profit organization that provides services in support of successful aging;
- C. On December 13, 2021, the City of Foster City/Estero Municipal Improvement District and the FCV entered into an agreement for the use of office space at the Community Center, among other things (“Agreement”);
- D. That, prior to and until this Agreement, FCV was utilizing office space at the Foster City Community Center pursuant to a rental agreement;
- E. That FCV and CITY have a common interest in ensuring that services are available and provided to Foster City’s aging population;
- F. That FCV and CITY previously entered into a first amendment to the Agreement t on January 1, 2023, which is set to expire on December 31, 2023; Section 1.2 of the original Agreement allows for additional extensions to the term through June 30, 2026; and the parties now mutually desire to extend the

term of the Agreement for an additional period of one year from January 1, 2024 to December 31, 2024 at the current annual rental rate of \$3,276.

G. That FCV and CITY agree upon the terms and conditions as set forth in the sections below.

SECTION ONE: AGREEMENT TERM

Section 1.1 of the Agreement is hereby amended as follows:

1.1 Initial Term:

Subject to **Section 13** and to the termination provisions contained herein, the initial term of the Agreement shall commence January 1, 2024, and expire on December 31, 2024 (“Agreement Term”).

Section 1.2 of the Agreement is hereby amended as follows:

1.2 Term Extensions:

The contract term may be renewed at the CITY’S sole option for up to four (4) one-year (12 months) increments through June 30, 2026 (“Agreement Term Extension”). Within four months of the expiration of the current term of the Agreement, but not less than two (2) months before the expiration, the City/District Manager may, in their sole discretion, exercise the City’s/District’s option to extend the term of the Agreement, should an option remain, by notifying FCV in writing.

Except as provided above, all other terms of the Agreement remain in full force and effect.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT

By: _____
Patrick Sullivan, Mayor/President

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk/District Secretary

APPROVED AS TO FORM:

Dated: _____

Benjamin Stock, City Attorney/District
Legal Counsel

FOSTER CITY VILLAGE, INC.

Dated: _____

Pam Frisella, President