

SECOND AMENDMENT TO LEASE AGREEMENT 11-742/L-288

This Second Amendment to Lease Agreement 11-742/L-288 ("Amendment II") is made and entered into this 10th day of July, 2018, by and between the County of Fresno, a Political Subdivision of the State of California, Fresno, California ("LESSEE"), and the FMAAA FOUNDATION, whose address is 3837 North Clark Street, Fresno, CA 93726 ("LESSOR").

WITNESSETH:

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement 11-742/L-288 ("LEASE"), dated December 13, 2011, for 1,526 square feet of office space at the location commonly known as 2085 E. Dakota Avenue, Fresno, CA 93726, ("Premises"); and

WHEREAS, LESSEE uses the Premises as office space; and

WHEREAS, the LEASE was first amended on October 13, 2015 to amend the term and the rent provision; and

WHEREAS, LESSOR and LESSEE (the "Parties") desire to revise the provisions of the LEASE pertaining to janitorial services, to security services, and to rent.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 3, "RENT" of this LEASE, located on page 1, lines 20 through 27, is deleted in its entirety and replaced with the following:

"3. RENT: LESSEE agrees to pay rent to LESSOR, on or about the first of each month in the amount of \$1,297.10 for office space ("Rent"). Any change to Rent shall be by amendment to this LEASE."

2. Section 6, "MAINTENANCE", located on page 2, lines 20 through 28 and page 3, lines 1 and 2, is deleted in its entirety and replaced with the following:

"6. MAINTENANCE – All exterior and interior maintenance, and repair of air conditioning,

1 heating units, plumbing systems, electrical systems, lighting, landscape, parking lot,
2 parking lot lighting, roof and other common area maintenance is to be the responsibility
3 of the LESSOR. LESSOR covenants that the building will always be maintained in a
4 condition acceptable for the LESSEE's intended use of the Premises. This will include
5 interior and exterior painting as needed due to normal wear and tear. In the event that
6 damage to the facility is caused by LESSEE's failure to properly supervise its patrons, it
7 will be LESSEE's responsibility to remedy the condition by making the necessary repairs
8 at its expense.

9 LESSOR shall be responsible for providing janitorial service and related supplies.
10 LESSOR shall provide janitorial service five (5) days per week to include the services as
11 shown on Exhibit B to this LEASE, which is attached and incorporated by reference.
12 LESSEE shall reimburse LESSOR for LESSOR's actual monthly cost of janitorial
13 services and related supplies, ("Janitorial Cost"), which shall be commercially
14 reasonable. The monthly Janitorial Cost shall be in addition to the rent."

15 3. Section 21, "SECURITY SERVICES" of this LEASE, located on page 10, lines 25
16 through 28 and page 11, lines 1 through 4, is deleted in its entirety and replaced
17 with the following:

18 "21. SECURITY SERVICES – LESSOR shall provide security services for the Premises
19 during the hours of 7:00 A.M. to 6:00 P.M. Monday – Friday. Security services shall
20 include patrolling and monitoring the Premises as requested and as scheduled in writing
21 by LESSEE. The daily security services shall include, but not be limited to, assisting with
22 disruptive customers, opening and securing the facility, escorting staff and customers,
23 and patrolling the parking areas assigned to LESSEE. LESSEE shall reimburse
24 LESSOR for LESSOR's actual monthly cost of such security services, ("Security Cost"),

1 which shall be commercially reasonable. This monthly Security Cost shall be in addition
2 to the Rent.”

3 4. Retroactive Amendment: This amendment is retroactive to July 1, 2018.

4 LESSOR and LESSEE agree that this Amendment II is sufficient to amend the LEASE
5 and, that upon execution of this Amendment II, the LEASE, Amendment I, and this Amendment
6 II together shall be considered the LEASE.

7 The LEASE, as hereby amended, is ratified and continued. All provisions, terms,
8 covenants, conditions and promises contained in the LEASE and not amended herein shall
9 remain in full force and effect.

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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2 LESSOR

LESSEE

3 Jean Robinson
Jean Robinson, President

4 Sal Quintero
Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

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ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:
Fund No.: 0001
Subclass: 10000
Org No.: 56300010
Acct. No.: 7340

1 Exhibit "B"

2 L-288

3 TENAYA BUILDING
4 JANITORIAL SCHEDULE

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6 PERFORMED DAILY:

- 7 • Vacuum all carpeted areas
8 • Sweep and/or dry mop floors
9 • Dust cleared desk and table surfaces, clean counters
10 • Empty all waste baskets and dispose of trash in appropriate trash bins
11 • Clean smudges and unsightly appearances from door jambs, light switches,
12 glass partitions and counters
13 • Clean and sanitize all sinks, toilets, and urinals
14 • Clean all restroom mirrors, tile and splash walls
15 • Spot clean restroom walls and partitions
16 • Refill supplies in restrooms (paper towels, toilet tissue, soap, etc.)

17 PERFORMED EVERY MONTH:

- 18 • Dust all blinds and sills

19 PERFORMED AS REQUIRED:

- 20 • Wet mop floors
21 • Remove interior cobwebs
22 • Dust wall picture frames and partition tops
23 • High dust, including walls, light fixtures, vents and ledges above normal reach,
24 door ledges
25 • Wash/clean light fixtures, walls, A/C vents
26 • Dust/clean baseboards
27 • Spot clean carpets
28 • Steam clean all carpets
29 • Strip and wax all vinyl and tile flooring
30 • Interior windows
31 • Exterior windows