

L-167
FMAAA/DSS/5610

AMENDMENT III TO LEASE AGREEMENT

This AMENDMENT III TO LEASE AGREEMENT 01-130/L-167 (hereinafter "AMENDMENT III") is entered into this 20th day of June, 2017, between the FMAAA FOUNDATION, 3837 North Clark Street, Fresno, CA 93726 (hereinafter "LESSOR") and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac Way, Clovis, California 93612 (hereinafter "LESSEE").

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement 01-130/L-167 (hereinafter "LEASE"), dated April 17, 2001, for lease of property located at 2025 E. Dakota Avenue, Fresno, CA 93726 and 3821 N. Clark, Fresno, CA 93726; and

WHEREAS, said LEASE was first amended on February 27, 2007 ("Amendment I") and thereafter amended a second time by "Amendment II," effective August 1, 2013; and

WHEREAS, the Parties now desire to further amend the LEASE as set forth herein to increase the total of leased space, provide for tenant improvements to the added space and increase the rate paid for janitorial service.

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

1. Section 1. LEASED PREMISES is deleted in its entirety and replaced with the following:

"1. LEASED PREMISES – For the period running from the LEASE date of April 17, 2001 until the date Amendment III is executed by both LESSOR AND LESSEE, LESSOR leases to LESSEE approximately 29,939 square feet of office space located on the 2nd and 4th floors of the Senior Resource Center located at 2025 E. Dakota Avenue, and the 16,188 square foot Medical Mall located at 3821 N. Clark, Fresno, CA, for a total of 46,127 square feet, and the non-exclusive right, in common with the other tenants

1 of the Buildings, to use the parking lots, except the parking lot directly in
2 front of the Sr. Resource Center entrance facing Dakota Avenue. LESSOR
3 shall provide an enclosed locked parking area for 66 County cars/ vans and
4 8 covered and reserved stalls. Such office space and parking space are
5 collectively hereinafter referred to as the " Premises."

6 Effective upon execution of Amendment III, the leased Premises shall be
7 expanded to include an additional 1,105 square feet of office space,
8 consisting of the 1st floor of the Senior Resource Center, for a grand total of
9 47,232 square feet of office space.

- 10 2. Section 2. IMPROVEMENTS TO PREMISES is deleted in its entirety and
11 replaced with the following:

12 "2. IMPROVEMENTS TO PREMISES

13 A. Tenant Improvements Upon Lease Execution:

14 Upon execution of this LEASE, LESSOR shall prepare final drawings,
15 plans and specifications for tenant improvements to the Premises
16 necessary for its use for the Department of Social Services and ancillary
17 services associated therewith. The drawings, plans and specifications
18 shall be approved in writing by the Director of the Department of Social
19 Services, or his or her designee, prior to the commencement of
20 construction of tenant improvements by LESSOR. Any modifications to
21 the drawings, plans and specifications must be approved in writing by
22 both LESSOR and County's Director of Social Services or his or her
23 designee ("Director").

24 Subject to LESSEE'S obligation to pay LESSOR for the cost of said
25 tenant improvements, LESSOR shall make the tenant improvements
26 according to the drawings, plans and specifications approved by the
27 Director. LESSOR shall provide all labor, material and equipment for the
28 completion of the above-mentioned work in strict accordance with the

1 approved plans and specifications. LESSEE shall pay LESSOR the actual
2 cost of such improvements, but in no event more than \$1,288,450. In the
3 event LESSEE wishes for LESSOR to construct tenant improvements
4 costing in excess of \$1,288,450, LESSEE shall be obligated to pay such
5 excess amount to LESSOR prior to LESSOR'S commencing construction of
6 the tenant improvements.

7 LESSEE shall pay LESSOR the actual cost of such tenant
8 improvements, but in no event more than \$1,288,450, which LESSEE shall
9 pay to LESSOR monthly as detailed in Section 5 below. In addition,
10 LESSOR shall be responsible for removing all equipment and patching and
11 painting the walls of the Premises at LESSOR'S sole cost.

12 B. Tenant Improvements Upon Execution of Amendment III:

13 LESSOR shall provide estimates for improvements to the additional
14 1,105 square feet of space on the 1st Floor of the Senior Resource Center,
15 for review by the LESSEE. All such improvements must be approved in
16 writing by the LESSEE through the Director.

17 LESSOR, at its sole cost and expense, shall provide all labor, material
18 and equipment for the completion of the 1st Floor tenant Improvements in
19 strict accordance with the approved plans and specifications. LESSOR and
20 LESSEE shall mutually agree as to the hours when construction of the 1st
21 Floor tenant improvements shall occur.

22 LESSEE shall reimburse LESSOR's property manager (PM) the actual
23 construction cost to complete the 1st Floor tenant improvements, in an
24 amount not to exceed \$25,000.00, within forty-five (45) days from receipt of
25 LESSOR's approved invoice(s). Upon completion of the 1st Floor tenant
26 improvements, LESSOR's PM and the Director of Internal Services shall
27 memorialize the first date of occupancy of this improved portion of the
28 Premises in writing.

1 In the construction of all tenant improvements provided for hereunder,
2 LESSOR shall comply with, and shall ensure compliance by all contractors
3 and subcontractors with all applicable laws and regulations, including the
4 payment of prevailing wages pursuant to Section 1770 et.seq. of the Labor
5 Code.”

- 6 3. Section 8. MAINTENANCE, as amended, is deleted in its entirety and
7 replaced with the following:

8 “8. MAINTENANCE – All exterior and interior maintenance, and repair of air
9 conditioning, heating units and roof is to be the responsibility of the
10 LESSOR, including janitorial service and supplies. Effective with occupancy
11 of the Premises, LESSOR shall provide janitorial service five (5) days per
12 week, to include the services as shown on Exhibit “1” to this LEASE.

13 LESSEE shall pay LESSOR for the provision of janitorial service at the rate
14 of \$.05 per sq. foot (46,127 SF @ \$.05 SF = \$2,306.35) each month along
15 with the rent. Effective February 1, 2007, LESSEE shall pay for janitorial
16 service at the rate of \$.08 per sq. foot (46,127 SF @ \$.08 SF = \$3,960.16)
17 per month. Upon the date Amendment III is executed by LESSEE, LESSEE
18 shall pay for janitorial service at the rate of \$.40 per sq. ft. (initially 46,127
19 SF @ \$.40 SF and upon occupancy of the 1st floor of the Senior Resource
20 Center, 47,232 SF @ \$.40 SF) per month. LESSEE’s expense for janitorial
21 service shall be pro-rated to account for any partial month of service.

22 LESSOR is also responsible for the structural condition of the building and
23 agrees that the building will always be maintained in a condition acceptable
24 for the LESSEE’s intended use of the Premises. This will include interior and
25 exterior painting as needed due to normal wear and tear.”

- 26 4. Section 23. NOTICES, as previously amended by Amendment II, is hereby
27 modified to delete LESSEE’s contact information specified therein and
28 replace it with the following:

"LESSEE: County of Fresno
Robert W. Bash
Director of Internal Services/CIO
333 W. Pontiac Way
Clovis, CA 93612"

5. The Parties agree that this AMENDMENT III is sufficient to amend the LEASE. The LEASE is hereby amended, ratified and continued. Upon execution of this AMENDMENT III, the LEASE, AMENDMENT I, AMENDMENT II and this AMENDMENT III shall together be considered the LEASE.
6. All provisions, terms, covenants, conditions and promises contained in the LEASE and not amended herein shall remain in full force and effect.
7. This Amendment III is effective as of the date first herein specified.

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EXECUTED as of the date first herein specified.

LESSEE:
COUNTY OF FRESNO

By Brian Pacheco
BRIAN PACHECO, Chairman
Board of Supervisors
and/or Sal Quintero, Vice Chairman
Board of Supervisors

ATTEST: BERNICE E. SEIDEL, CLERK
BOARD OF SUPERVISORS

By Susan Bishop
Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By Daniel C. Cederborg
Deputy

APPROVED AS TO ACCOUNTING FORM:
OSCAR J GARCIA, C.P.A.
AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

By Oscar J. Garcia

RECOMMENDED FOR APPROVAL:

By Deifino E. Neira
Deifino E. Neira, Director, Department
of Social Services

RECOMMENDED FOR APPROVAL:

By Robert W. Bash
Robert W. Bash, Director of Internal
Services/Chief Information Officer

Fund No. 0001
Subclass 10000
Org. No. 5610
Acct. No. 7340

Property/L-167/3rdAmend/5610

LESSOR:
FMAAA FOUNDATION

By Leonard Haggerty
Leonard Haggerty, President/CEO

By Ed. Hokokian
Ed Hokokian, 1st Vice President

Exhibit I

GENERAL SPECIFICATIONS

1. The general day-to-day housekeeping activities are performed in accordance with commercial building housekeeping standards.
2. There shall be sufficient housekeeping cleaning supplies and equipment provided to perform duties on a daily basis.
3. Housekeeping cleaning supplies and equipment shall be stored in designated housekeeping room(s).
4. A binder containing updated Material Safety Data Sheets (MSDS) for all products used in conjunction with cleaning the facility shall be kept on-site in the designated housekeeping room(s).
5. A detergent germicide shall be used for all cleaning and dusting purposes.
6. Mop heads shall be removable and changed regularly.
7. There shall be sufficient housekeeping personnel to maintain the interior of the buildings in a safe, clean, orderly, attractive manner and free from offensive odors.

ONCE PER DAY CLEANING

1. Vacuum all carpets thoroughly:
 - A. *Under and around furniture.*
 - B. *Corners, behind doors and along baseboards.*
 - C. *Spot clean spills, stains and remove gum. Empty all wastebaskets and waste containers and replace liners as needed.*
2. Damp wipe all counters, modular furniture work surfaces, and desktop, providing they are free of work materials.
3. Dust mop, spot clean and damp mop hard surface floors.
4. Spot clean all entry/exit doors and door glass, inside and outside.
5. Dust mop and damp mop all entry floors.
6. Rest Rooms:
 - A. *Floors are to be mopped with a disinfectant.*
 - B. *Fixtures on the sinks, toilets, urinals, and the mirrors are to be cleaned.*
 - C. *Toilets and urinals, plus the surrounding wall areas, are to be cleaned with a disinfectant.*
 - D. *Sinks are to be cleaned. Tile surrounding sinks are to be cleaned using disinfectant.*
 - E. *Empty wastebasket containers.*
 - F. *Refill toilet paper, paper towel, soap dispensers, sanitary products, air freshener dispenser, and seat covers.*

- G. *Other cleaning agents to remove resistant soil, polish metal, or preserve floors should be used as needed, after any required treatment with disinfectant cleaner.*
- H. *Clean all toilet paper, paper towels and soap dispensers.*
7. Disinfectant all "**touch points**" such as: walls, doors, door jams light switches and doorknobs waiting area chairs and benches.
 8. Remove empty boxes, cardboard and miscellaneous material and place in appropriate containers.
 9. Remove staples and paper clips from carpet.
 10. Clean sinks, microwaves, the exterior of refrigerators, and counters in break rooms.
 11. Remove cobwebs.
 12. Clean door thresholds.
 13. Remove graffiti from wall areas.

MONTHLY CLEANING

1. Vacuum all air vents.

QUARTERLY CLEANING

1. Scrub refinish all resilient tiled floors and other hard flooring as appropriate (ceramic tile and concrete floors will have a machine scrub performed, no floor finish applied).
2. Shampoo all carpets (using extraction method) throughout the building.

AS NEEDED

1. Police the parking areas around the building to remove garbage and rubbish.
2. Clean cloth chairs as requested (please provide price per chair).