

**FOURTH AMENDMENT TO LEASE AGREEMENT 01-130/L-167**

This Fourth Amendment to Lease Agreement 01-130/L-167 ("Fourth Amendment") 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, 333 Pontiac Way, Fresno, California 93612 ("LESSEE"), and the FMAAA FOUNDATION, 3837 North Clark Street, Fresno, CA 93726 ("LESSOR").

**WITNESSETH:**

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement 01-130/L-167 ("LEASE"), dated April 17, 2001, for lease of office space at 2025 E. Dakota Avenue, Fresno, CA 93726 (the "Senior Resource Center") and 3821 N. Clark, Fresno, CA 93726 (the "Medical Mall") (together, the "Premises"); and

WHEREAS, the LEASE was first amended on February 27, 2007 ("Amendment I") to increase the maintenance fees and amend the notice requirements; and

WHEREAS, the LEASE was amended for the second time on August 20, 2013 (Amendment II) to increase the security fees, amend the notice requirements and add Disclosure of Self-Dealing Transaction requirements; and

WHEREAS, the LEASE was amended on June 20, 2017 ("Amendment III") to increase the total leased space to 47,232 square feet, consisting of space on the 1<sup>st</sup>, 2<sup>nd</sup> and 4<sup>th</sup> floors of the Senior Resource Center and the 16,188 square foot Medical Mall, amend the tenant improvement requirements, amend maintenance fees, and amend the notice requirements; and

WHEREAS, LESSOR and LESSEE now desire to further amend the LEASE to revise the provisions of the LEASE pertaining to janitorial services, security services, and notice requirements.

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

1. Section 8. "MAINTENANCE", of this LEASE, as previously amended, is deleted

1 in its entirety and replaced with the following:

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

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

17 2. Section 19. "SECURITY SERVICES" of the LEASE, as previously amended, is  
18 deleted in its entirety and replaced with the following:

19 "19. SECURITY SERVICES – LESSOR shall provide security services for the Premises  
20 during the hours of 7:00 A.M. to 6:00 P.M. Monday – Friday. Security services shall  
21 include patrolling and monitoring the premises as requested and as scheduled in writing  
22 by LESSEE. The daily security services shall include, but not be limited to, assisting with  
23 disruptive customers, opening and securing the facility, escorting staff and customers,  
24 and patrolling the parking areas assigned to LESSEE. Effective August 1, 2013 a

1 security officer will be added for the exclusive benefit of the Department of Social  
2 Services during the hours of 8:00 A.M. to 7:00 P.M., Monday through Friday. LESSEE  
3 shall reimburse LESSOR for LESSOR's actual monthly cost of such security services,  
4 ("Security Cost"), which shall be commercially reasonable. This monthly Security Cost  
5 shall be in addition to the Base Rent."

6 3. Section 23. "NOTICES," as amended, is deleted in its entirety and replaced with  
7 the following:

8 "The persons and their addresses having authority to give and receive notices under this  
9 LEASE include the following:

10 LESSEE  
11 COUNTY OF FRESNO  
Director of Internal Services/Chief  
Information Officer  
12 333 W. Pontiac Way  
Clovis, CA 93612  
13 Phone: (559) 600-6200  
Fax: (559) 600-5927

10 LESSOR  
FMAAA Foundation  
Attn: President  
3837 N. Clark St.  
Fresno, CA 93726  
13 Phone: (559) 600-4405  
Fax: (559) 243-5918

15 All notices between the LESSEE and LESSOR provided for or permitted under this  
16 LEASE must be in writing and delivered either by personal service, by first-class United  
17 States mail, by an overnight commercial courier service, or by telephonic facsimile  
18 transmission. A notice delivered by personal service is effective upon service to the  
19 recipient. A notice delivered by first-class United States mail is effective three County  
20 business days after deposit in the United States mail, postage prepaid, addressed to the  
21 recipient. A notice delivered by an overnight commercial courier service is effective one  
22 County business day after deposit with the overnight commercial courier service, delivery  
23 fees prepaid, with delivery instructions given for next day delivery, addressed to the  
24 recipient. A notice delivered by telephonic facsimile is effective when transmission to

the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery shall be deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this LEASE, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810)."

4. Retroactive Amendment: This amendment is retroactive to August 1, 2017.

LESSOR and LESSEE agree that this Fourth Amendment is sufficient to amend the LEASE and, that upon execution of this Fourth Amendment, the LEASE, Amendments I-III and this Fourth Amendment together shall be considered the LEASE.

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

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

2 LESSOR

3 Jean Robinson  
4 Jean Robinson, President

LESSEE

5 Sal Quintero  
6 Sal Quintero, Chairperson of the Board of  
7 Supervisors of the County of Fresno

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

12 By: Susan Bishop  
13 Deputy

14 FOR ACCOUNTING USE ONLY:

15 Fund No.: 0001  
16 Org Nos.: 56107001, 56307630  
17 Acct. No.: 7340

## Exhibit B

### 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.*

- 1 D. Sinks are to be cleaned. Tile surrounding sinks are to be cleaned using disinfectant.
- 2 E. Empty wastebasket containers.
- 3 F. Refill toilet paper, paper towel, soap dispensers, sanitary products, air freshener dispenser, and seat covers.
- 4 G. Other cleaning agents to remove resistant soil, polish metal, or preserve floors should be used as needed,
- 5 after any required treatment with disinfectant cleaner.
- 6 H. Clean all toilet paper, paper towels and soap dispensers.
- 7 7. Disinfectant all "touch points" such as: walls, doors, door jams light switches and doorknobs waiting area
- 8 chairs and benches.
- 9 8. Remove empty boxes, cardboard and miscellaneous material and place in appropriate containers.
- 10 9. Remove staples and paper clips from carpet.
- 11 10. Clean sinks, the exterior of refrigerators & microwaves, and counters in break rooms.
- 12 11. Remove cobwebs.
- 13 12. Clean door thresholds.
- 14 13. Remove graffiti from wall areas.

#### 15 **MONTHLY CLEANING**

- 16 1. Vacuum all air vents, as needed and access permitting.

#### 17 **QUARTERLY CLEANING**

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

#### 21 **AS NEEDED**

- 22 1. Police the parking areas around the building to remove garbage and rubbish.