

**SECOND AMENDMENT TO LEASE AGREEMENT 04-561/L-239**

This Second Amendment to Lease Agreement 04-561/L-239 ("Second Amendment") is made and entered into this 10<sup>th</sup> 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 04-561/L-239 ("LEASE"), dated December 14, 2004, for the property at the location commonly known as 2025 E. Dakota Avenue, Fresno, CA 93726, Floor 1, Room 101, ("Premises"); and

WHEREAS, LESSEE uses the Premises as Library space to provide Library services to assist the elderly clientele of LESSOR and the public; and

WHEREAS, the LEASE was first amended on February 27, 2007 to amend the maintenance fees and the notice provisions (First Amendment); and

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

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

1. Section 7, "MAINTENANCE" of this LEASE, located on page 4, lines 7 through 15, is deleted in its entirety and replaced with the following:

"7. MAINTENANCE – All exterior and interior maintenance, and repair of air conditioning, heating units, plumbing systems, electrical systems, lighting, landscape, parking lot, parking lot lighting, roof and other common area maintenance is to be the responsibility of the LESSOR. LESSOR covenants that the building will always be maintained in a condition acceptable for the LESSEE's intended use of the Premises. This will include

1 interior and exterior painting as needed due to normal wear and tear. In the event that  
2 damage to the facility is caused by LESSEE's failure to properly supervise its patrons, it  
3 will be LESSEE's responsibility to remedy the condition by making the necessary repairs  
4 at its expense.

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

11 2. Section 17, "SECURITY SERVICES" of this LEASE, located on page 9, lines 11  
12 through 17, is deleted in its entirety and replaced with the following:

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

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

24 "The persons and their addresses having authority to give and receive notices under this

1 LEASE include the following:

2 LESSEE

3 COUNTY OF FRESNO  
4 Director of Internal Services/Chief  
Information Officer  
333 W. Pontiac Way  
Clovis, CA 93612

5 Phone: (559) 600-6200  
6 Fax: (559) 600-5927

LESSOR

FMAAA Foundation  
Attn: President

3837 N. Clark St.  
Fresno, CA 93726

Phone: (559) 600-4405  
Fax: (559) 243-5918

7 All notices between the LESSEE and LESSOR provided for or permitted under this  
8 LEASE must be in writing and delivered either by personal service, by first-class United  
9 States mail, by an overnight commercial courier service, or by telephonic facsimile  
10 transmission. A notice delivered by personal service is effective upon service to the  
11 recipient. A notice delivered by first-class United States mail is effective three County  
12 business days after deposit in the United States mail, postage prepaid, addressed to the  
13 recipient. A notice delivered by an overnight commercial courier service is effective one  
14 County business day after deposit with the overnight commercial courier service, delivery  
15 fees prepaid, with delivery instructions given for next day delivery, addressed to the  
16 recipient. A notice delivered by telephonic facsimile is effective when transmission to  
17 the recipient is completed (but, if such transmission is completed outside of County  
18 business hours, then such delivery shall be deemed to be effective at the next beginning  
19 of a County business day), provided that the sender maintains a machine record of the  
20 completed transmission. For all claims arising out of or related to this LEASE, nothing  
21 in this section establishes, waives, or modifies any claims presentation requirements or  
22 procedures provided by law, including but not limited to the Government Claims Act  
23 (Division 3.6 of Title 1 of the Government Code, beginning with section 810)."  
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1           4.     Retroactive Amendment: This amendment is retroactive to July 1, 2018.

2           LESSOR and LEASEE agree that this Amendment is sufficient to amend the LEASE  
3 and, that upon execution of this Second Amendment, the LEASE, the First Amendment, and  
4 this Second Amendment together shall be considered the LEASE.

5           The LEASE, as hereby amended, is ratified and continued. All provisions, terms,  
6 covenants, conditions and promises contained in the LEASE and not amended herein shall  
7 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

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

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

11 By: Susan Bishop  
12 Deputy

14 FOR ACCOUNTING USE ONLY:

15 Fund No.: 0001  
16 Subclass: 10000  
Org No.: 7510  
Acct. No.: 7340

Exhibit "B"

PERFORMED DAILY:

Vacuum all carpeted areas

Sweep and/or wet mop floors

Spot clean carpets

Dust cleared desk and table surfaces, clean counters

Empty all waste baskets and dispose of trash in appropriate trash bins

Remove interior cobwebs

Clean smudges and unsightly appearances from door jambs, light switches, glass partitions, and counters

Clean and sanitize all sinks, toilets, and urinals

Refill supplies in restrooms (paper towels, toilet tissue, soap, etc.)

Replace all burned out light bulbs

PERFORMED WEEKLY:

Dust wall picture frames and partition tops

Spot clean restroom walls and partitions

PERFORMED EVERY OTHER WEEK:

High dust, including walls, light fixtures, vents and ledges above normal reach, door ledges

Wash/clean light fixtures, walls, A/C vents

PERFORMED EVERY THREE MONTHS:

Dust/clean baseboards

Dust all mini blinds

Shampoo all carpets

Strip and wax all vinyl and tile flooring

PERFORMED EVERY SIX MONTHS:

Interior windows

Exterior windows