

**THIRD AMENDMENT TO LEASE AGREEMENT 10-309/L-279**

This Third Amendment to Lease Agreement 10-309/L-279 ("Third 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 10-309/L-279 ("LEASE"), dated June 22, 2010, for 4,000 square feet of office space at the location commonly known as 2085 E. Dakota Avenue, Fresno, CA 93726, and 4,000 square feet of storage space at the location commonly known as 2025 E. Dakota Avenue, Fresno CA 93726 ("Premises"); and

WHEREAS the LEASE was first amended on May 20, 2014 to amend the term, the rent provisions, the notice provisions, and to add the requirement of disclosure of self-dealing transactions; and

WHEREAS, the LEASE was amended for the second time on September 26, 2017 to again amend the term, and the rent provisions.

WHEREAS, LESSEE uses the Premises as office and storage space; and

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

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/RENT INCREASE, as amended, shall be further modified to include the following language immediately after the last sentence as added by the second amendment dated September 26, 2017: "The monthly rent for the office space not including janitorial and security charges will be \$0.85 per square

1 foot (\$3,400 for 4,000 square feet) and \$0.35 per square foot for the storage space  
2 (\$1,400 for 4,000 square feet) commencing on July 1, 2018 until modified by lease  
3 amendment.

4 2. Section 6, "MAINTENANCE" of this LEASE, located on page 3, lines 1 through  
5 11, is deleted in its entirety and replaced with the following:

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

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

21 3. Section 21, "SECURITY SERVICES" of this LEASE, located on page 10, lines 23  
22 through 28 and page 11, lines 1 and 2, is deleted in its entirety and replaced with  
23 the following:

24 "21. SECURITY SERVICES – LESSOR shall provide security services for the Premises

1 during the hours of 7:00 A.M. to 6:00 P.M. Monday – Friday. Security services shall  
2 include patrolling and monitoring the Premises as requested and as scheduled in writing  
3 by LESSEE. The daily security services shall include, but not be limited to, assisting with  
4 disruptive customers, opening and securing the facility, escorting staff and customers,  
5 and patrolling the parking areas assigned to LESSEE. LESSEE shall reimburse  
6 LESSOR for LESSOR's actual monthly cost of such security services, ("Security Cost"),  
7 which shall be commercially reasonable. This monthly Security Cost shall be in addition  
8 to the Rent."

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

10 LESSOR and LEASEE agree that this Third Amendment is sufficient to amend the  
11 LEASE and, that upon execution of this Third Amendment, the LEASE, the First Amendment,  
12 the Second Amendment, and this Third Amendment together shall be considered the LEASE.

13 The LEASE, as hereby amended, is ratified and continued. All provisions, terms,  
14 covenants, conditions and promises contained in the LEASE and not amended herein shall  
15 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 Subclass: 10000  
17 Org No.: 56300010  
18 Acct. No.: 7340

Exhibit "B"

L-279

**PERFORMED DAILY:**

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

**PERFORMED EVERY MONTH:**

- Dust all mini-blinds and window sills

**PERFORMED AS REQUIRED:**

- Wet mop floors
- Remove interior cobwebs
- Dust wall picture frames and partition tops
- High dust, including walls, light fixtures, vents and ledges above normal reach to include door ledges
- Wash/clean light fixtures, walls E/C vents
- Dust/clean baseboards
- Spot clean carpets
- Strip and wax all vinyl and tile flooring

**PERFORMED EVERY SIX MONTHS:**

- Steam clean all carpets
- Interior windows
- Exterior windows

(Changing light bulbs is not a janitorial function but a maintenance function to be performed at the request of the LESSEE.)