

**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 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 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

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  
County of Fresno, State of California

10 By: Susan Bishop  
11 Deputy

14 FOR ACCOUNTING USE ONLY:

15 Fund No.: 0001  
16 Subclass: 10000  
Org No.: 56300010  
Acct. No.: 7340

Exhibit "B"

L-288

TENAYA BUILDING  
JANITORIAL SCHEDULE

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

PERFORMED EVERY MONTH:

- Dust all blinds and 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, door ledges
- Wash/clean light fixtures, walls, A/C vents
- Dust/clean baseboards
- Spot clean carpets
- Steam clean all carpets
- Strip and wax all vinyl and tile flooring
- Interior windows
- Exterior windows