

**SECOND AMENDMENT TO LEASE AGREEMENT 12-141/L-290**

This Second Amendment to Lease Agreement 12-141/L-290 ("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, 3837 North Clark Street, Fresno, CA 93726 ("LESSOR").

**WITNESSETH:**

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease Agreement 12-141/L-290 ("LEASE"), dated March 27, 2012, for lease of two (2) office spaces (a total of 2,134 square feet) at the location commonly known as the Sierra Building, 2025 E. Dakota Avenue, Fresno, CA 93726 (the "Premises"); and

WHEREAS, the LEASE was first amended on October 15, 2015 to amend the term of the LEASE and the rent provisions (Amendment I); and

WHEREAS, LESSOR and LESSEE desire to revise the provisions of the LEASE pertaining to janitorial services and security services and to modify the monthly 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 is deleted in its entirety and replaced with the following:  
"3. RENT: LESSEE agrees to pay rent to LESSOR for the Premises, on or about the first of each month, in the amount of \$1,813.90."

2. Section 8 "MAINTENANCE" of this LEASE is deleted in its entirety and replaced with the following:

"8. 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 interior and exterior painting as needed due to

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

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

10 3. Section 23. "SECURITY SERVICES" of this LEASE is deleted in its entirety and replaced  
11 with the following:

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

20 4. Section 22. "NOTICES" is deleted in its entirety and replaced with the following:

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

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

LESSOR  
FMAAA Foundation  
Attn: President  
3837 N. Clark St.  
Fresno, CA 93726

1 Phone: (559) 600-6200  
2 Fax: (559) 600-5927

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

3 All notices between the LESSEE and LESSOR provided for or permitted under this LEASE must  
4 be in writing and delivered either by personal service, by first-class United States mail, or by an  
5 overnight commercial courier service. A notice delivered by personal service is effective upon  
6 service to the recipient. A notice delivered by first-class United States mail is effective three  
7 County business days after deposit in the United States mail, postage prepaid, addressed to the  
8 recipient. A notice delivered by an overnight commercial courier service is effective one County  
9 business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
10 with delivery instructions given for next day delivery, addressed to the recipient. For all claims  
11 arising out of or related to this LEASE, nothing in this section establishes, waives, or modifies  
12 any claims presentation requirements or procedures provided by law, including but not limited to  
13 the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with  
section 810)."

14 5. Retroactive Amendment: This amendment is retroactive to July 1, 2018.

15 LESSOR and LEASEE agree that this Amendment II is sufficient to amend the LEASE and, that  
16 upon execution of this Amendment II, the LEASE, Amendment I, and this Amendment II together shall  
17 be considered the LEASE.

18 The LEASE, as hereby amended, is ratified and continued. All provisions, terms, covenants,  
19 conditions and promises contained in the LEASE and not amended herein shall remain in full force and  
20 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  
Deputy

14 FOR ACCOUNTING USE ONLY:

15 Fund No.: 0001  
16 Subclass: 10000  
17 Org No.: 5610  
18 Acct. No.: 7340

## Exhibit C

### 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, the exterior of refrigerators & microwaves, 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, as needed and access permitting.

#### **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.