

FIRST AMENDMENT TO LEASE
-ADDITIONAL JANITORIAL SERVICES-
34170

This FIRST AMENDMENT TO LEASE (“First Amendment”) is made and entered into as of September 13, 2019, by and between 4811 Airport Plaza, LLC, a Delaware limited liability company (“Landlord”), and City of Long Beach, a municipal corporation (“Tenant”).

RECITALS:

A. Landlord and Tenant entered into that certain Office Lease dated as of February 1, 2016 (“Lease”), whereby Landlord leased to Tenant and Tenant leased from Landlord certain office space located in that certain building located at 4811 Airport Plaza Drive, Long Beach, CA 90815 (the “Building”).

B. By this First Amendment, Landlord and Tenant desire to provide for (i) additional janitorial services and (ii) otherwise modify the Lease as provided herein.

C. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. **The Existing Premises.** Landlord and Tenant hereby acknowledge that pursuant to the Lease, Tenant currently leases from Landlord that certain office space in the Building containing a total of approximately 22,511 rentable square feet located on the first (1st) and second (2nd) floors of the Building and commonly known as Suites 110, 120 and 200 (“Premises”), as further described in the Lease. The term “rentable square feet” shall mean rentable area calculated pursuant to Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-1996.

2. **Additional Janitorial Services.** Tenant has requested additional janitorial services beyond those customarily provided by Landlord and has selected Mauricio’s Janitorial Services or its affiliate or successors (“MSJ”) to provide such additional janitorial services (“Additional Janitorial Services”), at Tenant’s sole cost, as shown on the Janitorial Service Proposal attached hereto as Exhibit “A”. Tenant agrees to accept such services performed by MSJ without any agreements, representations, understandings or obligations on the part of Landlord to perform, warrant or guarantee any such services (or to provide any allowance for same). Tenant shall pay and reimburse Landlord, as Additional Rent, the actual cost of the Additional Janitorial Services, which is subject to change, plus an administrative fee of twelve percent (12%), in advance on the first (1st) day of each calendar month (provided, however, any sum payable for special tasks that fall outside the scope of the monthly work shall be paid within ten (10) days of receiving an invoice or statement from Landlord). Tenant agrees that Landlord shall not be responsible for any loss or damage to any person or property arising from the Additional Janitorial Services or actions or inactions of MSJ. Tenant hereby agrees to indemnify, defend, protect and hold harmless Landlord and its principles, employees, and agents from and against any and all loss, cost, damage, liability or expense (including but not limited to reasonable attorneys’ fees and legal costs), whether based on tort, contract, or equitable principles and whether known or unknown, arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such

person or persons which arises out of, is occasioned by or is in any way attributable to the Additional Janitorial Services or actions or inactions of MSJ. Such loss or damage shall include, but not be limited to, any injury or damage to, or death of, Landlord's principles, employees or agents or damage to the Premises or any portion of the Building. Tenant agrees that Landlord shall have no obligation or responsibility with respect to the Additional Janitorial Services or actions or inactions of MSJ, and Tenant hereby waives and releases any and all claims it may have or may hereafter acquire against Landlord with respect to the Additional Janitorial Services or actions or inactions of MSJ, including, without limitation, with respect to any injury, damage or liability to person or property arising therefrom.

3. **Landlord's Address For Notices.** The term "**Landlord's Address for Notices**" shall mean 5000 E. Spring Street, Suite 320, Long Beach, CA 90815, Attn: Property Manager, with a copy to 3470 Wilshire Boulevard, Suite 700, Los Angeles, CA 90010, Attn: Legal Department.

4. **Tenant's Address For Notices.** The term "**Tenant's Address for Notices**" shall mean City of Long Beach at 411 W. Ocean Boulevard, 10th Floor, Long Beach, CA 90802, Attn: City Manager, with a copy to Pacific Gateway Workforce Investment Network at 4811 Airport Plaza Drive, Suite 120, Long Beach, CA 90815, Attn: Executive Director.

5. **Indemnity.** The following sentence is added to the end of Section 10.01(A)(i) of the Lease: "This indemnity provision is intended to include any such injuries or damages which occur due to any employee or visitor of Tenant coming into the common areas, elevators, or parking garage to visit or come to the Premises of Tenant."

6. **Brokers.** Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this First Amendment, other than Jamison Realty, Inc. for Landlord ("**Broker**"). Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any entity, other than Broker, who claims or alleges that it was retained or engaged by the first party or at the request of such party in connection with this First Amendment.

7. **Access Inspection.** As of the date of this First Amendment, the Building has not been inspected by a Certified Access Specialist pursuant to California Civil Code Section 55.53. A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. This section does not modify Section 6.02 of the Lease.

8. **Defaults.** Tenant hereby represents and warrants to Landlord that, as of the date of this First Amendment, Landlord is in full compliance with all terms, covenants and conditions of the Lease and that there are no breaches or defaults under the Lease by Landlord, and that Tenant knows of no events or circumstances which, given the passage of time, would constitute a default under the Lease by Landlord.

9. **No Further Modification.** Except as set forth in this First Amendment, all of the terms and provisions of the Lease shall apply to the Premises and shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this First Amendment.

10. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

11. **Successors and Assigns.** The Lease, as amended hereby, shall apply to and bind Landlord and Tenant and their respective successors and assigns.

12. **Tenant Representations.** Each person executing this First Amendment on behalf of Tenant represents and warrants to Landlord that: (a) Tenant is properly formed and validly existing under the laws of the state in which Tenant is formed and Tenant is authorized to transact business in the state in which the Building is located; (b) Tenant has full right and authority to enter into this First Amendment; and (c) each person (and persons if more than one signs) signing this First Amendment on behalf of Tenant is duly and validly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

LANDLORD:

4811 Airport Plaza LLC,
a Delaware limited liability company,

By: Jamison Services, Inc.,
a California corporation
Its: Authorized Agent

By: 
Phillip Lee
Chief Executive Officer

TENANT:

City of Long Beach,
a municipal corporation

By: 

Name: **Tom Modica**
Assistant City Manager

Its: **EXECUTED PURSUANT**
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM


8-27-2019
CHARLES PARKIN, City Attorney

By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

EXHIBIT A

Janitorial Service Proposal

Prepared for:

Pacific Gateway Facilities

4811 Airport Plaza Drive-CTC- 1st and 2nd floors (Long Beach)

Submitted By:

Mauricio's Janitorial Services

7914 Walker Ave.
Cudahy, CA 90201
Jose Mauricio
President
(323)627-0711 & (323)286-8630
obed.mauricio@yahoo..com

Pacific Gateway Facilities

General

Mauricio's Janitorial Services agrees to provide all labor, supervision, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached.

Compensation

5 days per week Professional Cleaning Service Program: **\$4,000mo.**

Special Service

Carpet cleaning is available- Price quoted upon request.

Exterior first floor windows will be cleaned once a month. *(no extra charge)*

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 5 days per week.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners, hand soap. If desired, Mauricio's Janitorial Services can provide these products and invoice them separately.

Equipment

Mauricio's Janitorial Services will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: vacuums, maid carts, mop buckets, mops, broom, and dust pans.

Insurance

Mauricio's Janitorial Services will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
 - Workers' Compensation
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Our Philosophy

Mauricio's Janitorial Services is committed to providing top quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This agreement is made and entered into as of _____, by and between Mauricio's Janitorial Services with Pacific Gateway Facilities

Therefore, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

IN WITNESS, the parties have executed this agreement effective as of the date and year first written above.

Mauricio's Janitorial Services

Pacific Gateway Facilities

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Scope of Work:

General:

<u>Task Description</u>	<u>Service Days</u>
➤ Provide General Direction To Spanish-Speaking Clients	3days/wk.
➤ Assist In Transportation Services	3days/wk.
➤ Provide General Support In Outreach To Spanish-Speaking Clientele	3days/wk.

Entrances:

<u>Task Description</u>	<u>Service Days</u>
➤ Detail Dust- High and Low Areas	1day/wk.
➤ Spot clean all walls, light switches, and doors	2days/wk.
➤ Dust Mop floors	5days/wk.
➤ Mop floors with Damped Microfiber Pad	5days/wk.
➤ Clean both sides of Door Glass and Wipe Frames	5days/wk.
➤ Spot Clean Entrance	5days/wk.
➤ Vacuum Walk-off Mats	5days/wk.

Lobbies:

<u>Task Description</u>	<u>Service Days</u>
➤ Dust All Horizontal Within Normal Reach	3days/wk.
➤ Detail Dust: High and Low Areas	1day/wk.
➤ Spot Clean All Walls, Light Switches, and Doors	2days/wk.
➤ Dust off Furniture	1day/wk.
➤ Clean and Sanitize Telephones	1day/wk.
➤ Arrange Furniture	5days/wk.
➤ Empty and Remove Trash, Replace Liner if Needed	5days/wk.
➤ Spot Vacuum All Carpet	5days/wk.
➤ Spot Clean Carpet	2days/wk.
➤ Detail Vacuum- Corners and Edges	3days/wk.
➤ Mop Floors with Damped Microfiber pad	5days/wk.

Conference Rooms:

<u>Task Description</u>	<u>Service Days</u>
➤ Dust All Horizontal Within Normal Reach	3days/wk.
➤ Detail Dust: High and Low Areas	1day/wk.

➤ Spot Clean All Walls, Light Switches, and Doors	2days/wk.
➤ Dust off Furniture	1day/wk.
➤ Clean and Sanitize Telephones	1day/wk.
➤ Arrange Furniture	5days/wk.
➤ Empty and Remove Trash, Replace Liner if Needed	5days/wk.
➤ Spot Vacuum All Carpet	5days/wk.
➤ Spot Clean Carpet	2days/wk.
➤ Detail Vacuum- Corners and Edges	3days/wk.
➤ Mop Floors with Damped Microfiber pad	5days/wk.

Offices:

<u>Task Description</u>	<u>Service Days</u>
➤ Dust All Horizontal Within Normal Reach	3days/wk.
➤ Detail Dust: High and Low Areas	1day/wk.
➤ Spot Clean All Walls, Light Switches, and Doors	2days/wk.
➤ Dust off Furniture	1day/wk.
➤ Clean and Sanitize Telephones	1day/wk.
➤ Arrange Furniture	5days/wk.
➤ Empty and Remove Trash, Replace Liner if Needed	5days/wk.
➤ Spot Vacuum All Carpet	5days/wk.
➤ Spot Clean Carpet	2days/wk.
➤ Detail Vacuum- Corners and Edges	3days/wk.

Hallways:

<u>Task Description</u>	<u>Service Days</u>
➤ Detail Dust: High and Low Areas	1day/wk.
➤ Spot Clean All Walls, Light Switches, and Doors	2days/wk.
➤ Empty and Remove Trash, Replace Liner if Needed	5days/wk.
➤ Spot Vacuum All Carpet	5days/wk.
➤ Spot Clean Carpet spills	5days/wk.
➤ Detail Vacuum- Corners and Edges	3days/wk.
➤ Dust Mop Hard Surface Floors	5days/wk.
➤ Clean and Polish Drinking Fountains	5days/wk.

Lunchrooms:

<u>Task Description</u>	<u>Service Days</u>
➤ Detail Dust: High and Low Areas	2days/wk.
➤ Spot Clean Vending Machines, Walls and Light Switches	5days/wk.
➤ Arrange Furniture	5days/wk.

- Empty and Remove Trash, Replace Liner if Needed 5days/wk.
- Spot Clean Carpet spills 5days/wk.
- Detail Vacuum- Corners and Edges 3days/wk.
- Dust Mop Hard Surface Floors 5days/wk.
- Damp Mop Hard Surface Floors 5days/wk.
- Damp Wipe All Lunchroom Tables And Chairs 5days/wk.
- Damp wipe Countertops 5days/wk.
- Clean sinks 5days/wk.
- Clean Coffee Machine/station 5days/wk.
- Vacuum Walk-off Mats 5days/wk.
- Damp Clean Interior and Exterior of Microwave 5days/wk.
- Clean Refrigerator, Empty Contents If Requested 5days/wk.

Restrooms:

<u>Task Description</u>	<u>Service Days</u>
➤ Empty Trash, Clean, and Disinfect Restroom Fixtures, Clean Mirrors.	5days/wk.
➤ Clean Counters, Partitions, and Chrome.	5days/wk.
➤ Mop Floor Using Appropriate Cleaner.	5days/wk.

Utility Rooms:

<u>Task Description</u>	<u>Service Days</u>
➤ Set up Rooms for Meeting	1day/wk.
➤ Stock Supplies on 2nd Floor	1day/wk.
➤ Detail Dust: High and Low Areas	1day/wk.
➤ Spot Clean All Walls, Light Switches, and Doors	1day/wk.
➤ Empty and Remove Trash, Replace Liner if Needed	5days/wk.
➤ Spot Vacuum All Carpet	1day/wk.
➤ Sweep Hard Surface Floors	1day/wk.
➤ Return Rooms to Original State after Each Session	1day/wk.
➤ Wipe Clean Dry Erase Boards	1day/wk.

Other Requirements:

Service Days

- 4811 AIPORT PLAZA DRIVE-CTC-1ST AND 2ND FLOORS (LONG BEACH)
(7:30A.M. TO 5:30P.M., MONDAY THROUGH FRIDAY) - **\$4,000**