

**SIXTH AMENDMENT TO  
LEASE OF AIRPORT PREMISES  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
JETT PRO LINE MAINTENANCE, INC.**

This Sixth Amendment to Lease of Airport Premises is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by the CITY OF SAN JOSE, a municipal corporation of the State of California ("City") and Jett Pro Line Maintenance, Inc., a California corporation ("Tenant").

**RECITALS**

**WHEREAS**, City is the owner and operator of the Norman Y. Mineta San José International Airport ("Airport") located in Santa Clara County, California; and

**WHEREAS**, on June 22, 2006, City and Jett Care, Inc. entered into an agreement entitled "LEASE OF AIRPORT PREMISES BETWEEN THE CITY OF SAN JOSE AND JETT CARE, INC. AT 1277 AIRPORT BOULEVARD" ("Lease"); and

**WHEREAS**, on December 19, 2007, Jett Care, Inc. changed its name to Jett Pro Line Maintenance, Inc.; and

**WHEREAS**, on September 15, 2008, City and Tenant entered into a First Amendment to the Lease to revise the Leased Premises; and

**WHEREAS**, on October 31, 2008, City and Tenant entered into a Second Amendment to the amended Lease to extend the Term and revise the Leased Premises; and

**WHEREAS**, on August 17, 2009, City and Tenant entered into a Third Amendment to the amended Lease to revise the Leased Premises; and

**WHEREAS**, on November 4, 2013, City and Tenant entered into a Fourth Amendment to the amended Lease to extend the Term through November 30, 2016; and

**WHEREAS**, on November 18, 2016, City and Tenant entered into a Fifth Amendment to the amended Lease to extend the Term and to add provisions as required under federal law and regulations; and

**WHEREAS**, City and Tenant desire to further amend the amended Lease to extend the Term and to add provisions as required under the San José Municipal Code and federal law and regulations;

**NOW, THEREFORE**, effective upon full execution, the parties agree to further amend the amended Lease as follows:

**SECTION 1.** SECTION 1, "DEFINITIONS AND SUMMARY OF TERMS," the definition of "Expiration Date" is amended to read as follows:

"**"Expiration Date"** shall mean the date November 30, 2022, subject to earlier termination as provided in this Lease."

**SECTION 2.** SECTION 7, entitled "IMPROVEMENTS," Subsection 7.3.2 entitled "Asbestos Notification for Property Constructed Before 1979" is hereby added to the Lease to read as follows:

**"7.3.2 Asbestos Notification for Property Constructed Before 1979"**

TENANT acknowledges that CITY has advised TENANT that the Building contains or, because of its age, is likely to contain asbestos-containing materials (ACMs). If TENANT undertakes any alterations, additions, or improvements to the Building, as permitted by this Section 7, TENANT shall,

in addition to complying with the requirements of this Section 7, undertake the alterations, additions, or improvements in a manner that avoids disturbing any ACMs present in the Building. If ACMs are likely to be disturbed in the course of such work, TENANT shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Environmental Laws, including giving all notices required by California Health and Safety Code §§25915-25919.7.”

**SECTION 3.** SECTION 34, entitled “AMERICANS WITH DISABILITIES ACT,” subsection 34.2 entitled “Disability Access Disclosure” is hereby added to the Lease to read as follows:

**“34.2 Disability Access Disclosure**

Pursuant to California Civil Code Section 1938, City states that, as of the date of full execution of this Sixth Amendment, the Premises has not undergone inspection by a Certified Access Specialist to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code section 55.53. A Certified Access Specialist (CASp) can inspect the Premises and determine whether the 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 Premises, the City may not prohibit the Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Tenant if requested by the Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection. The parties mutually agree that Tenant shall be responsible for the payment of any fees for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.”

**SECTION 4.** SECTION 42, entitled "GENERAL CIVIL RIGHTS PROVISIONS" is hereby added to the Lease to read as follows:

"The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964."

**SECTION 5.** SECTION 43, entitled "TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM" is hereby added to the Lease to read as follows:

"A. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the

Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.”

**SECTION 6.** SECTION 44, entitled “TITLE VI CLAUSES FOR CONSTRUCTION / USE / ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM” is hereby added to the Lease to read as follows:

“A. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to Lease, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the Lease and to

enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.”

**SECTION 7.** SECTION 45, entitled “LABOR PEACE ASSURANCE AND EMPLOYEE WORK ENVIRONMENT REPORT” is hereby added to the Lease to read as follows:

“Pursuant to San José Municipal Code Chapter 25.11, “Tenant’s Labor Peace Assurances and Employee Work Environment Report” are attached hereto as **EXHIBIT E.** Tenant shall require each of its Subtenant’s to provide it with assurances as to how the Subtenant will prevent service disruptions at the Airport due to labor disputes.”

**SECTION 8.** SECTION 46, entitled “LIVING AND PREVAILING WAGE REQUIREMENTS” is hereby added to the Lease to read as follows:

“Tenant acknowledges and agrees that the work performed pursuant to the Lease is subject to all applicable provisions of those wage requirements as listed in the “Airport Living Wage Regulations” and the “Airport Living Wage Determination 7-1-19 thru 06-30-20,” both as available on <http://www.flysanjose.com/living-wage>.”

**SECTION 9.** All of the terms and conditions of the amended Lease not modified by this Sixth Amendment shall remain in full force and effect.

[remainder of page intentionally left blank]

WITNESS THE EXECUTION HEREOF on the day and year first written above.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal  
corporation of the State of California



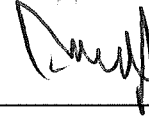
KEVIN FISHER  
Chief Deputy City Attorney

\_\_\_\_\_  
TONI TABER, CMC  
City Clerk

Date: \_\_\_\_\_

"TENANT"

JETT PRO LINE MAINTENANCE, INC.,  
a California corporation



\_\_\_\_\_  
Signature

Sam Nuged

\_\_\_\_\_  
Print Name

President

\_\_\_\_\_  
Title

10/8/2019

\_\_\_\_\_  
Date

## CORPORATE SECRETARY CERTIFICATE

This certificate shall be executed by the secretary or assistant secretary of the corporation.

I, Elmutaz Nugud certify that I  
Name of Secretary or Assistant Secretary

am the ☒ Secretary or ☐ Assistant Secretary of the corporation named in the

attached agreement; that Sam Nugud  
Name of Person that Signed Agreement

signed the agreement on behalf of the corporation as the president  
Title of Person that Signed the Agreement

of the corporation; and that the agreement was duly signed for and on behalf of  
the corporation by authority of its Board of Directors, and is within the scope of its  
corporate powers.

[Signature]  
Signature of Secretary or Assistant Secretary

\_\_\_\_\_  
Corporate Seal

10/8/19  
Date



## EXHIBIT E

## Labor Peace Assurances And Employee Work Environment Report

I, Sam Naged, an authorized representative of Jett Pro,  
(name of Airport Business)

attach a copy of the following existing or planned programs that demonstrate a good work environment that prevents the disruption in services due to disputes with employees.

Copy of Company Employee Handbook that includes information such as: terms of employment; performance appraisals; employee responsibilities; non-discrimination and anti-harassment policy; complaint resolution procedures; working hours and conditions; breaks; assignment of responsibilities; general rules of conduct; prohibited activities; disciplinary procedure; leaves of absence; drug and alcohol use; appearance, grooming and uniform policy; health and safety.

\_\_\_\_ Joint Labor-Management Committee

\_\_\_\_\_ Collective Bargaining Agreement

### Labor Neutrality Provision

### Card Check Provision

Any other information, plan, benefits or programs undertaken by Airport Business to attract and retain qualified employees and assist in providing uninterrupted service through the Airport Business's workplace conditions and practices.

The above listed benefits and complaint procedure(s) will be maintained during the period of time work is performed at the Norman Y. Mineta San José International Airport. It is the intent of \_\_\_\_\_ to ensure that essential services and labor for \_\_\_\_\_

(name of Airport Business)  
which it has been contracted will be provided efficiently and without interruption.

Signature

Title

Name of Airport Business

Date \_\_\_\_\_

## EMPLOYEE BASIC BENEFITS

1. Indicate the basic benefits your workers receive.

Years of Service	# of Vacation Days	# of Sick Days	# of Personal Days
After 1 year	40		
After 5 years	96		
After 10 years	120		

Other: (Explain.)

- Health, vision and dental  
- Short Term Disability  
- Basic life health insurance.

Indicate the paid holidays your workers receive by placing check mark to the left of each.

<input checked="" type="checkbox"/> New Year's Day	<input checked="" type="checkbox"/> Independence Day	<input checked="" type="checkbox"/> Christmas
<input checked="" type="checkbox"/> Martin Luther King Jr. Day	<input checked="" type="checkbox"/> Labor Day	<input checked="" type="checkbox"/> Floating Holiday
<input checked="" type="checkbox"/> Washington's Birthday	<input checked="" type="checkbox"/> Veterans' Day	<input checked="" type="checkbox"/> Other:
<input checked="" type="checkbox"/> Memorial Day	<input checked="" type="checkbox"/> Thanksgiving Day	<input checked="" type="checkbox"/> Other:

2. Do you allow for unpaid leave?   Y   Yes, please briefly explain policy.  
       No

As per state laws

## COMPLIANCE WITH STATE AND FEDERAL WORKPLACE STANDARDS

Have any of the following State or Federal Regulatory agencies obtained final orders or final judgments finding a violation by your company of State or Federal law relating to the treatment of your employees?

1. California Department of Fair Employment and Housing (DFEH).

☒ **NO**, our company has not had any final judgment or administrative order.

☐ **YES**, our company has had final judgment(s) or administrative order(s).

Date of entry of final judgment or order: \_\_\_\_\_

Agency that obtained the order: \_\_\_\_\_

☐ Attach a description of the nature of violation.

2. California Department of Industrial Relations (Cal OSHA).

☒ **NO**, our company has not had any final judgment(s) or administrative order(s)

☐ **YES**, our company has had final judgment(s) or administrative order(s).

Date of entry of final judgment or order: \_\_\_\_\_

Agency that obtained the order: \_\_\_\_\_

☐ Attach a description of the nature of violation.

3. California Department of Industrial Relations (Minimum Wage, hours or working conditions) Labor Board

☒ **NO**, our company has not had any final judgment(s) or administrative order(s).

☐ **YES**, our company has had final judgment(s) or administrative order(s).

Date of entry of final judgment or order: \_\_\_\_\_

Agency that obtained the order: \_\_\_\_\_

☐ Attach a description of the nature of violation.