

**SEVENTH AMENDMENT TO
LEASE OF AIRPORT PREMISES
BETWEEN
THE CITY OF SAN JOSE
AND
G2 SECURE STAFF, L.L.C.**

This SEVENTH AMENDMENT TO LEASE OF AIRPORT PREMISES is entered into this ____ day of _____, 2020, by the CITY OF SAN JOSE, a municipal corporation of the State of California (“City”), and G2 SECURE STAFF, L.L.C., a Texas limited liability company authorized to do business in the State of California (“Tenant”).

RECITALS

WHEREAS, on December 27, 2005, City and Tenant entered into that certain lease entitled “LEASE OF AIRPORT PREMISES BETWEEN THE CITY OF SAN JOSE AND G2 SECURE STAFF, L.L.C.” (“Lease”); and

WHEREAS, on June 1, 2009, City and Tenant entered into a First Amendment to the Lease to extend the term and to update the Tenant Address; and

WHEREAS, on December 14, 2010, City and Tenant entered into a Second Amendment to the Lease to modify the Leased Premises; and

WHEREAS, on December 6, 2011, City and Tenant entered into a Third Amendment to the Lease to extend the term; and

WHEREAS, on November 4, 2013, City and Tenant entered into a Fourth Amendment to the Lease to modify the Leased Premises; and

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

WHEREAS, on June 8, 2018, City and Tenant entered into a Sixth Amendment to the Lease to modify the Leased Premises 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 add provisions required under San José Municipal Code, and California and federal law and regulations;

NOW, THEREFORE, effective retroactive to January 1, 2020, the parties agree to further amend the amended Lease as follows:

SECTION 1. SECTION 1, "DEFINITIONS AND SUMMARY OF TERMS," the following term is amended to read as follows:

“ **“Expiration Date”** shall mean the date December 31, 2022, subject to earlier termination as provided in this Lease.”

SECTION 2. SECTION 2, "TERM," is amended to add subsection 2.3 to read as follows:

“2.3 Retroactivity

City and Tenant agree and understand that Tenant conducted Authorized Activities in the Premises after December 31, 2019 in anticipation of this Seventh Amendment being executed. For the period commencing January 1, 2020 through the Effective Date of this Seventh Amendment, Tenant will pay City all Rent, Fees and Charges due under the Lease.”

SECTION 3. SECTION 43, "TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER ACTIVITY, FACILITY, OR PROGRAM," is hereby added 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 4. SECTION 44, “TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM,” is hereby added 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 this 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 5. SECTION 45, “LIVING AND PREVAILING WAGE REQUIREMENTS,” is hereby added 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 07-01-19 thru 06-30-20,” both as available on <https://www.flysanjose.com/standards-and-guidelines/living-wage>.”

SECTION 6. SECTION 46, “DISABILITY ACCESS DISCLOSURE,” is hereby added as follows:

“Disability Access Disclosure. Pursuant to California Civil Code Section 1938, City states that, as of the Effective Date, 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 7. SECTION 47, “ASBESTOS NOTIFICATION FOR PROPERTY CONSTRUCTED BEFORE 1979,” is hereby added as follows:

“Tenant acknowledges that City has advised Tenant that the Premises contains or, because of its age, is likely to contain asbestos-containing materials (ACMs). If Tenant undertakes any alterations, additions, or improvements to the Premises, as permitted by **Section 7.3** entitled “Remediation of Asbestos-Containing Materials, Tenant shall, in addition to complying with the requirements of **Section 7.3**, undertake the alterations, additions, or improvements in a manner that avoids disturbing any ACMs present in the Premises. 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 8. All of the terms and conditions of the amended Lease not modified by this Seventh Amendment shall remain in full force and effect.

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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 J. TABER, CMC
City Clerk

Date: _____

“TENANT”

G2 SECURE STAFF, L.L.C.,
a Texas limited liability company
authorized to do business in the State of
California

Signature

Print Name

Title

Date

CERTIFICATE OF LLC AUTHORITY

This Certificate of LLC Authority shall be executed by the manager of the limited liability company.

I, _____, certify that I am the manager of the
Name of Manager
limited liability company named in the attached agreement;

that _____ signed the agreement on behalf of the limited
Name of Person that Signed Agreement

liability company as the _____ of the limited liability
Title of Person that Signed Agreement

company; and that the agreement was duly signed for and on behalf of the limited liability company by authority of its members, and is within the scope of its limited liability company powers.

By: _____

Name: _____

Its: Manager

Date: _____