



Contract Number

17-364 A1

SAP Number

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	<u>(909) 387-5000</u>
<b>Contractor</b>	City of San Bernardino
<b>Contractor Representative</b>	Eric Levitt, City Manager
<b>Telephone Number</b>	<u>909-384-5122</u>
<b>Contract Term</b>	<u>7/1/2017 – 1/31/2029</u>
<b>Original Contract Amount</b>	<u>\$7.00</u>
<b>Amendment Amount</b>	<u>\$4.58</u>
<b>Total Contract Amount</b>	<u>\$11.58</u>
<b>Cost Center</b>	<u>7810001000</u>
<b>GRC/PROJ/JOB No.</b>	<u>56003715</u>
<b>Grant Number (if applicable)</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of San Bernardino, ("CITY"), as landlord, have entered into Facilities Use Agreement, Contract No. 17-364 on May 23, 2017 ("FUA"), wherein COUNTY and City are participating members of the San Bernardino County Auto Theft Task Force ("SANCATT") program that primarily operates out of the CITY owned building located at 710 North D Street in San Bernardino, as more specifically described in the FUA, for a term that expired on June 30, 2024, and has continued on a permitted month-to-month holdover; and,

WHEREAS, COUNTY and CITY now desire to amend the FUA to extend the term of the FUA for the period of February 1, 2026, through January 31, 2029, through the County's exercise of the existing three-year extension option, adjust the rental rate schedule, and amend other terms of the FUA as more specifically set forth in the amendment ("First Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the FUA is amended as follows:

1. Pursuant to Lease **Paragraph 6, HOLDING OVER**, COUNTY shall, with CITY's express consent granted herein, use the Use Area on a month-to-month holdover term for the period of July 1, 2024, through January 31, 2026, in the total amount of \$1.58 calculated as \$0.08 per month.

2. Effective February 1, 2026, pursuant to COUNTY's exercise of a three-year extension option in **Paragraph 5, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3, TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM** which shall read as follows:

3. **TERM:** The term of the FUA is extended for three (3) years for the period of February 1, 2026, through January 31, 2029 (the "First Extended Term"). The FUA shall terminate on the earliest of the following to occur: (i) three (3) years thereafter on January 31, 2029, (ii) the date the COUNTY's participation in the SANCATT program terminates; or (iii) the date the FUA terminates in accordance with **Paragraph 18, DEFAULT & TERMINATION** or **Paragraph 38, MATERIAL MISREPRESENTATION**.

3. Effective February 1, 2026, DELETE in its entirety, **Paragraph 4, FUA FEE** and SUBSTITUTE therefore the following as a new **Paragraph 4, FUA FEE**, which shall read as follows:

4. **FUA FEE:**

A. COUNTY shall pay to CITY the following annual FUA fee in advance on February 1, 2026, and each February 1<sup>st</sup> thereafter throughout the First Extended Term:

February 1, 2026 thru January 31, 2029 – annual payment of \$1.00

4. Effective February 1, 2026, DELETE in its entirety **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore a new **Paragraph 5, OPTION TO EXTEND TERM**, which shall read as follows:

5. **OPTION TO EXTEND TERM:** CITY gives COUNTY the option to extend the term of the FUA on the same provisions and conditions for one (1) three-year period (an "Extended Term"), which options may be exercised following expiration of the First Extended Term by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 6, "HOLDING OVER."**

5. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed First Amendment upon request.

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6. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this First Amendment, the terms of this First Amendment shall control.

**END OF FIRST AMENDMENT.**

SAN BERNARDINO COUNTY

CITY OF SAN BERNARDINO

► Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

By ►  
(Authorized signature - sign in blue ink)

Name Eric Levitt

Title City Manager

Dated: \_\_\_\_\_

Address 290 N D Street

San Bernardino, CA 92401

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
John Tubbs II, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
Date \_\_\_\_\_

Reviewed/Approved by Department

►  
John Gomez, Real Property Manager, RESD

Date \_\_\_\_\_