



Contract Number

17-860 A1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of San Bernardino
Contractor Representative	Eric Levitt, City Manager
Telephone Number	(909) 384-5030
Contract Term	December 1, 2017 – December 31, 2028
Original Contract Amount	\$165,636.00
Amendment Amount	\$104,179.00
Total Contract Amount	\$269,815.00
Cost Center	7810001000
GRC/PROJ/JOB No.	59003740
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant and the City of San Bernardino, ("CITY"), as landlord have previously entered into Lease Agreement, Contract No. 17-860 dated November 14, 2017, (the "Lease") and, wherein CITY leases certain premises, comprising of approximately 2,160 square feet of classroom space and approximately 1,340 square feet of playground and parking space located at 2969 Flores Street in San Bernardino, as more specifically described in the Lease, to the COUNTY for a term that expired on November 30, 2024, and has continued on a permitted month-to-month holdover; and,

WHEREAS, the COUNTY and CITY now desire to amend the Lease Contract No. 17-860 to reflect a permitted holdover for the period of December 1, 2024, through December 31, 2025, extend the term of the Lease for the period of January 1, 2026, through December 31, 2028 by exercising the existing three-year option, update the rental rate schedule, add one three-year option to extend and update other terms and conditions of the Lease.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease is amended as follows:

1. Pursuant to Lease **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of December 1, 2024, through December 31, 2025, in the total amount of \$27,235 calculated as \$2,095 per month.

2. Effective as of January 1, 2026, pursuant to COUNTY's exercise of a three-year option to extend in **Paragraph 6, 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 Lease is extended for three (3) years for the period of January 1, 2026, through December 31, 2028 ("First Extended Term").

3. Effective as of January 1, 2026, DELETE in its entirety the existing **Paragraph 4.A. RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A. RENT**:

4. **RENT:**

A. COUNTY shall pay to CITY the following monthly rental payments in arrears on the last day of each month, commencing with the First Extended Term, which reflect approximate 2% annual increases, as more specifically set forth below:

Lease Year	Monthly Rent
January 1, 2026 – December 31, 2026	\$2,095.00
January 1, 2027 – December 31, 2027	\$2,137.00
January 1, 2028 – December 31, 2028	\$2,180.00

4. Effective January 1, 2026, DELETE in its entirety **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore a new **Paragraph 6, OPTION TO EXTEND TERM**, which shall read as follows:

6. **OPTION TO EXTEND TERM:** CITY gives COUNTY the option to extend the term of the Lease on the same provisions and conditions except for the monthly rent, 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 7, "HOLDING OVER."** The monthly rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

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 and conditions of this first Amendment shall control.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

►

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

CITY OF SAN BERNARDINO

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	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	►	►
Date _____	Date _____	Date _____