



Contract Number

24-655 A1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	San Bernardino Community College District
Contractor Representative	Steven J. Sutorus, Business Manager
Telephone Number	(213) 629-5200
Contract Term	August 6, 2025 – August 5, 2035
Original Contract Amount	\$11,631,456.00
Amendment Amount	\$237,301.00
Total Contract Amount	\$11,868,757.00
Cost Center	7810001000
GRC/PROJ/JOB No.	6200 4662
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, ("COUNTY") as tenant and San Bernardino Community College District, ("LANDLORD"), as Landlord, entered into Lease Agreement No. 24-655 dated July 23, 2024, (the "Lease") wherein COUNTY leases approximately 29,969 square feet of office space located at 550 Hospitality Lane, Suites 100, 150, and, 325 in San Bernardino, CA 92408 ("Premises") as more specifically described in the Lease; and,

WHEREAS, on July 23, 2024 (Item No. 56), the Board of Supervisors approved the Lease between COUNTY and LANDLORD, which included a \$100,000 contingency allowance for tenant improvement change orders proposed by COUNTY; and

WHEREAS, construction of the tenant improvements has been completed, and the Commencement Date occurred on August 6, 2025, as documented in the executed Commencement Date Certificate.; and

WHEREAS, during construction, additional work was required to accommodate COUNTY program-specific operational needs, resulting in costs that exceeded the previously Board-approved contingency by \$137,301 for a total of \$237,301; and

WHEREAS, Exhibit B, Improvement Work Letter, to the Lease requires that any change orders proposed by COUNTY that cumulatively exceed \$100,000 shall be by a mutually agreed amendment, subject to the approval by the COUNTY's Board of Supervisors; and

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to document this one-time payment, confirm that no rental rate adjustment or amortization of costs shall occur, and update certain standard lease provisions as set forth herein.

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

1. Effective August 18, 2026, **Exhibit B, IMPROVEMENT WORK LETTER**, of the Lease is hereby amended to authorize the one-time lump-sum payment described below. The rental rate schedule and all other terms of the Lease shall remain unchanged. The following sentence is hereby ADDED to **EXHIBIT B, IMPROVEMENT WORK LETTER**, as the last sentence to **Paragraph 1**:

“Through Amendment No. 1 to the Lease, COUNTY shall pay to LANDLORD a one-time lump-sum payment of \$237,301 for additional tenant improvement change order costs. This payment includes the \$100,000 contingency previously approved under the original Lease and shall not result in any adjustment to the rental rate schedule or monthly rent.”

2. 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 mail 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.

3. All other provisions and terms of 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 provisions and terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

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SAN BERNARDINO COUNTY

San Bernardino Community College District



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 Steven J. Sutorus

Title Business Manager

Dated: _____

Address 550 E. Hospitality Lane – Suite 200

San Bernardino, CA 92408

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 _____