



ORIGINAL

Contract Number

05-294 A-6

SAP Number

Real Estate Services Department

| | |
|---|---|
| Department Contract Representative | Terry W. Thompson, Director |
| Telephone Number | (909) 387-5252 |
| Contractor | City of Rialto |
| Contractor Representative | Michael Milhiser, Interim City Manager |
| Telephone Number | (909) 820-2528 |
| Contract Term | 5/1/2005 – 10/31/2030 |
| Original Contract Amount | \$1,192,284 |
| Amendment Amount | \$534,856 |
| Total Contract Amount | \$1,727,140 |
| Cost Center | 7810001000 |
| GRC/PROJ/JOB No. | 60002096 |
| Internal Order No. | |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of Rialto ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 05-294, as amended by the First Amendment dated May 11, 2010, as amended by the Second Amendment dated April 23, 2013, as amended by the Third Amendment dated June 16, 2015 and amended by the Fourth Amendment dated October 16, 2018, and amended by the Fifth Amendment dated September 21, 2021 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 251 West First Street in Rialto, CA, as more specifically described in the Lease, to the COUNTY for a term that is currently scheduled to expire on October 31, 2025; and,

WHEREAS the COUNTY approved one-time funding in the amount of \$124,000 to cover LANDLORD costs associated with improvements for portions of the Premises; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the parties' agreement to extend the term following the expiration of the existing term of the Lease for five (5) years for the period of November 1, 2025 through October 31, 2030, add two (2) additional five-year options, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment (the "Sixth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective as of June 11, 2024, unless otherwise expressly provided herein, the parties hereto agree the Lease, is amended as follows:

1. Effective November 1, 2025, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for Five (5) years from November 1, 2025, through October 31, 2030 (the "Sixth Extended Term").

2. Effective June 11, 2024, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month, commencing when the Sixth Extended Term commences and continuing during the Sixth Extended Term, subject to an approximate two percent (2%) annual increase, as more specifically reflected and included in the amounts set forth below:

- July 1, 2024 – One-time lump sum payment for Improvement Costs of \$124,000.00
- July 1, 2024, to October 31, 2024 – monthly rental amount of \$6,324.00
- November 1, 2024, to October 31, 2025 - monthly rental amount of \$6,450.00
- November 1, 2025, to October 31, 2026 – monthly rental amount of \$6,579.00
- November 1, 2026, to October 31, 2027 – monthly rental amount of \$6,711.00
- November 1, 2027, to October 31, 2028 – monthly rental amount of \$6,845.00
- November 1, 2028, to October 31, 2029 – monthly rental amount of \$6,982.00
- November 1, 2029, to October 31, 2030 – monthly rental amount of \$7,121.00

b. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from County under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

3. Effective June 11, 2024, DELETE the existing **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 5, OPTION TO EXTEND TERM**:

5. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for two (2) five-year periods ("extended terms") following the expiration of the current 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 rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

4. 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 Sixth Amendment, the terms and conditions of this Sixth Amendment shall control.

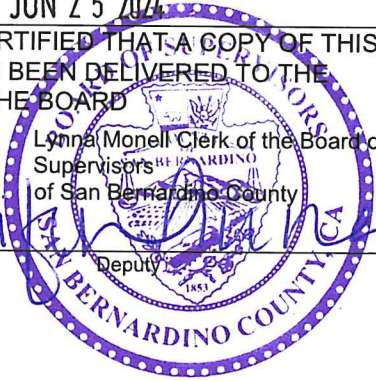
END OF SIXTH AMENDMENT.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Janna Monell*
Lynna Monell Clerk of the Board of Supervisors of San Bernardino County
Deputy



CITY OF RIALTO

By ► *Michael Milhiser*
Michael Milhiser

Title: Interim City Manager

Dated: 6-12-2024

ATTEST:

By: *Barbara A. McGee*
Barbara A. McGee

Title: City Clerk

Dated: 6-12-2024

APPROVED AS TO LEGAL FORM:

By: *Eric Vail*
Eric Vail

Title: City Attorney

Dated: 06-21-2024

FOR COUNTY USE ONLY

Approved as to Legal Form
► *John Tubbs II*
John Tubbs II, County Counsel
Date 5-14-24

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *Lyle Ballard*
Lyle Ballard, Real Property Manager, RESD
Date 5/15/24