

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR DISTRICT USE ONLY



ORIGINAL

Contract Number
24-354 A1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	San Bernardino City Unified School District
Contractor Representative	Tom Pace
Telephone Number	(909) 388-6100
Contract Term	50 Years
Original Contract Amount	\$305,050.00
Amendment Amount	\$64,050.00
Total Contract Amount	\$369,100.00
Cost Center	
GRC/PROJ/JOB No.	7900-4457
Internal Order No.	
Grant Number (if applicable)	

Briefly describe the general nature of the contract: Amendment to Lease Agreement No. 24-354 between San Bernardino County Fire Protection District as Tenant and San Bernardino City Unified School District as Landlord to lease certain premises located at 3825 North Mountain View Avenue San Bernardino, CA. The Landlord and County wish to enter into a ground lease for a period of Fifty (50) years.

FOR DISTRICT USE ONLY

<p>Approved as to Legal Form</p> <p>▶ See signature page</p> <p>John Tubbs II, Deputy County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ <i>Lyle Ballard</i></p> <p>Lyle Ballard, Real Property Manager, RESD</p> <p>Date <u>3/5/25</u></p>
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**FIRST AMENDMENT TO GROUND LEASE AGREEMENT
BETWEEN
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT ("First Amendment") is made as of March 25, 2025 ("Effective Date of First Amendment"), by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, a California public school district ("District"), and SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, a California fire protection district ("Tenant"). District and Tenant may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, District and Tenant, have previously entered into the Ground Lease Agreement, Contract No. 24-354 ("Lease"), dated June 1, 2024; and,

WHEREAS, Tenant is currently leasing approximately 1 acre of real property located at 3825 North Mountain View Avenue in the City of San Bernardino, State of California, which is on the southerly portion of the Arrowhead Elementary School Site ("School Site"), which School Site consists of Assessor's Parcel Number ("APN") 0154-281-01; and,

WHEREAS, Tenant desires to amend the Lease to expand the leased area by an additional 0.21 acres increasing the total leased area to 1.21 acres of real property at the School Site (hereinafter, collectively the "Premises") depicted in Exhibit "A" attached hereto and incorporated into the Lease, for its potential future use and development of a fire station; and,

WHEREAS, in consideration for the increased 0.21 acres of the Premises, Tenant intends to pay District additional rent in one lump-sum amount of Sixty-Four Thousand and Fifty Dollars (\$64,050.00), increasing the total initial payment to Three Hundred Sixty Nine Thousand and One Hundred Dollars (\$369,100.00) as set forth in Lease Paragraph 4, as revised below, and maintaining a payment of One Dollar (\$1.00) per year thereafter (hereinafter, collectively, the "Rent"); and

WHEREAS, the Premises are not needed by District for school purposes; and

WHEREAS, District desires to amend the Lease pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Tenant agree as follows:

1. Exhibit "A" to the Lease is hereby deleted and replaced in its entirety with Exhibit "A" hereto.
2. All references in the Lease to "Premises" shall hereinafter refer to that property particularly described in Exhibit "A" hereto, which is the 1.21 acres of real property at the School Site.
3. DELETE in its entirety the existing Paragraph 4, RENT, and SUBSTITUTE therefore the following as a new Paragraph 4, RENT:

“4. **RENT.** For and in consideration of the use of the Premises, Tenant shall pay One Dollar (\$1.00) as an initial payment within five (5) business days of the Effective Date, which is to be followed by a total lump-sum refundable deposit of Three-Hundred Five Thousand Dollars (\$305,000.00) as rent paid in advance by Tenant which shall be applied as a lump sum rent payment on the Commencement Date at which time it becomes non-refundable, in addition to a second lump sum rent payment of Sixty-Four Thousand and Fifty Dollars (\$64,050.00) due within five (5) business days of the Commencement Date of this Lease, and an annual payment of One Dollar (\$1.00) per year thereafter (collectively the “Rent”) throughout the initial and any Extended Terms. If the Lease is terminated for any reason prior to the Commencement Date, the advance deposit of \$305,000 shall be returned to Tenant within five (5) business days of the effective termination date but shall not be refundable upon Lease termination after the Commencement Date including any Early Termination Option under Paragraph 11.A. The Tenant shall pay for regular charges for electricity, water, sewer, and gas (“Utilities”), as well as maintenance as specified in Paragraph 14. Maintenance and Repairs as required for the Premises. The tenant is responsible for payment of any other services not included in Utilities or Paragraph 14. Maintenance and Repairs, as described above, including but not limited to telephone, data and cable access, as well as janitorial services and possessory interest taxes (“PIT”), if any, for the Premises. The amount for PIT, if any, shall be determined by the San Bernardino County Assessor, payment of which shall be the sole obligation of Tenant.

- A. Initial payment of One Dollar (\$1.00) shall be due within five (5) business days of the Effective Date. Thereafter, a total lump-sum refundable deposit of Three-Hundred Five Thousand Dollars (\$305,000.00) as rent paid in advance by Tenant which shall be applied as a lump sum rent payment on the Commencement Date at which time it becomes non-refundable, in addition to a second lump sum rent payment of Sixty-Four Thousand and Fifty Dollars (\$64,050.00) due within five (5) business days of the Commencement Date of this Lease, and an annual payment of One Dollar (\$1.00) per year thereafter shall be due in arrears on each anniversary of the Commencement Date each year until the expiration or termination of this Lease. Tenant shall promptly pay Rent during the Initial Term or any Extended Term of the Lease, without deduction, setoff, prior notice or demand. The Parties agree to exchange necessary information prior to the first payment due in order to provide for the transfer of funds.
- B. The Rent for the Premises during the Extended Term shall be adjusted by good faith negotiation of the Parties to the fair market rental rate then prevailing based on the rental rate (“FMV Rent”) of comparable leased premises in the County of San Bernardino. If the Parties have been unable to agree on the FMV Rent for the Premises within five (5) months of the exercise of the option to extend, the Parties shall agree to mutually terminate the Lease, or otherwise mutually negotiate another method to determine the applicable Rent for the Extended Term. During the period between the expiration of the then current Lease Term and the determination of the FMV Rent for the Premises by arbitration, Tenant shall continue to pay the annual payment of One Dollar (\$1.00) for the Premises under the rates of the Initial Term. Upon mutual agreement of the FMV Rent by way of an amendment to this Agreement, Tenant shall commence paying the FMV Rent for the duration of the subject Extended Term.
- C. Tenant shall pay before delinquency any and all taxes, assessments, levies, possessory interest taxes, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, including, but not limited to assessments for public improvements or benefits, which prior to or during the Term of this Lease are laid, assessed, levied, or imposed upon or become due and payable and a lien upon (“Taxes and Assessments”). Taxes and Assessments, late charges, costs and expenses which Tenant is required to pay

hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, District shall have all of the rights and remedies with respect thereto as District has for the nonpayment of the monthly rent. Nothing in this Section shall limit District's right to recover, as Additional Rent, Taxes and Assessments payable after termination of this Lease pursuant to the terms of this Lease."

4. DELETE in its entirety the existing **Paragraph 11. TERMINATION**, and SUBSTITUTE therefore the following as a new **Paragraph 11. TERMINATION**:

"11. TERMINATION.

A. **Tenant Early Termination Option.** Tenant shall have the Early Termination Option at any time whenever Tenant, in its sole discretion, determines it would be in Tenant's best interest providing a not less than ninety (90) day prior written notice to District. Tenant's Real Estate Services Director shall have the authority on behalf of Tenant to provide District with notice of any termination pursuant to this paragraph. In the event Tenant terminates the Lease as to the Premises or any portion thereof pursuant to this paragraph, Tenant shall not be entitled to a refund of the (1) One Dollar (\$1.00) initial payment, (2) Three-Hundred Five Thousand Dollars (\$305,000.00) lump-sum payment, (3) Sixty-Four Thousand and Fifty Dollars (\$64,050.00) lump-sum payment, or (4) any One Dollar (\$1.00) annual payments paid through the effective date of Early Termination.

B. **Termination for Unduly Disruptive Activities.** District shall have the right to terminate the Lease at any time if Tenant's use of the Premises is reasonably deemed by District to be unduly disruptive to school site operations, interferes with the educational program or activities of the District, or jeopardizes the safety of District students and staff ("Unduly Disruptive Activity"). Normal or emergency Fire Protection Operations shall not constitute Unduly Disruptive Activity. Prior to such termination, District shall provide Tenant with written notice of the Unduly Disruptive Activity and thereafter shall meet and confer with Tenant regarding the reported incident or activity to determine whether the incident is an Unduly Disruptive Activities and any required cure or corrective measures. If District determines in good faith that Tenant, its employees, agents or invitees engaged in Unduly Disruptive Activities and such activities are not cured and corrected to District's reasonable satisfaction, then District shall have the right to terminate the Lease by giving the Tenant no less than ninety (90) days advance written notice of the termination of the Lease. In the event District terminates the Lease as to the Premises or any portion thereof pursuant to this paragraph, Tenant shall not be entitled to a refund of the (1) One Dollar (\$1.00) initial payment, (2) Three-Hundred Five Thousand Dollars (\$305,000.00) lump-sum payment, (3) Sixty-Four Thousand and Fifty Dollars (\$64,050.00) lump-sum payment, or (4) any One Dollar (\$1.00) annual payments paid through the effective date of Early Termination.

(i) District understands that Tenant requires siren use in its operation of a fire station. However, siren use that falls outside of necessity of fire station operations will qualify as Unduly Disruptive Activity. When feasible, Tenant's vehicle sirens will not activate until vehicle has exited the Premises. This subdivision shall not apply in cases of emergency or disaster.

C. **Termination Upon an Event of Default.** District shall have the right to terminate this Lease upon a material breach of the Lease for an uncured Event of Default as set forth in the Section 18 of the Lease. In the event District terminates the Lease as to the Premises or any

portion thereof pursuant to this paragraph, District shall be entitled to all remedies as set forth in Section 18.

D. Upon District's delivery of a notice of termination, Tenant shall surrender and vacate the Premises in the condition required under Section 30 of this Lease, and District may re-enter and take possession of the Premises and all the remaining improvements, and eject Tenant or any of Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none, through legal process. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this section shall not release Tenant from the payment of any sum then due District or from any claim for damages or rent previously accrued or then accruing against Tenant. In no event shall any one or more of the following actions by District constitute a termination of this Lease:

- (i) maintenance and preservation of the Premises;
- (ii) efforts to relet the Premises;
- (iii) consent to any subletting of the Premises or assignment of this Lease by Tenant, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,
- (iv) any other action by District or District's agents intended to mitigate the adverse effects from any breach of this Lease by Tenant.

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 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.

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

END OF FIRST AMENDMENT.

IN WITNESS WHEREOF, District and Tenant have executed this First Amendment, through their respective officers or representatives, duly authorized, as of the day and year shown below.

TENANT:
SAN BERNARDINO COUNTY
FIRE PROTECTION DISTRICT

By *Dawn Rowe*
Dawn Rowe, Chair
Board of Directors

DISTRICT:
SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT

By *Terry Connick*
Terry Connick

Title Associate Superintendent Business,
Facilities and Operations

Date: MAR 11 2025

Date: 3/5/25

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

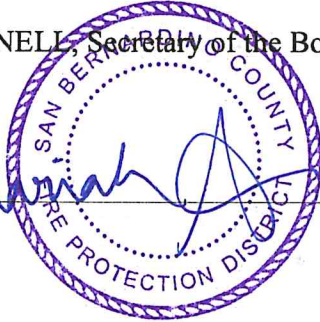
By _____
(name)

LYNNA MONELL, Secretary of the Board of
Directors

Title _____

By *Lynna Monell*
Deputy

Date: _____



Date: _____

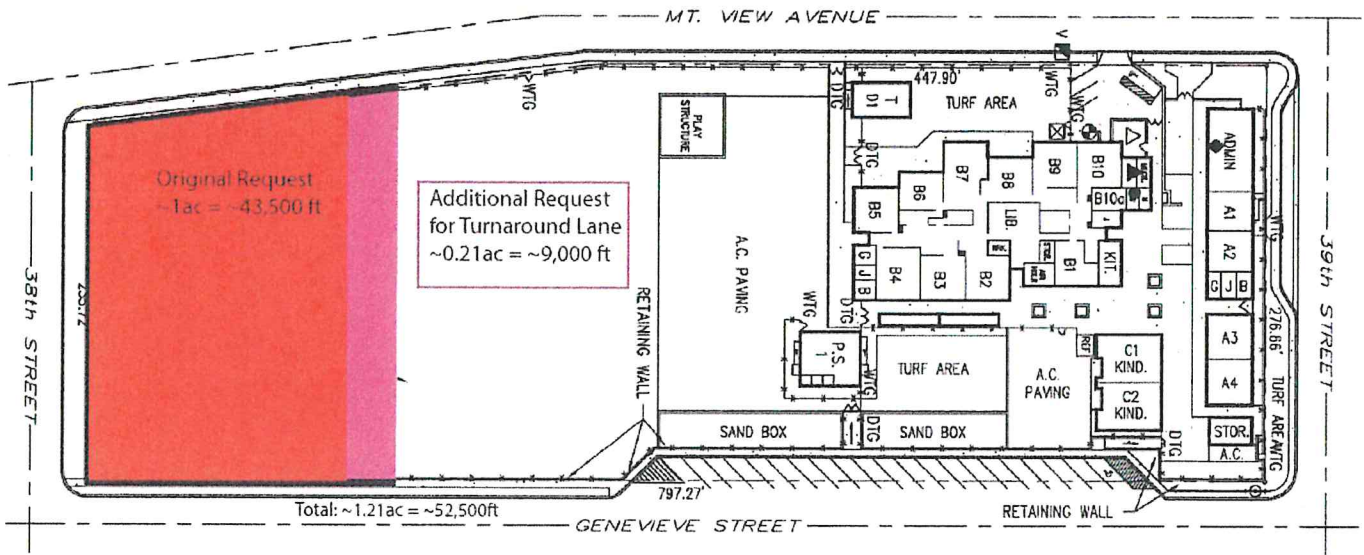
Approved as to Legal Form:

Tom Bunton, County Counsel
San Bernardino County, California

By *John Tubbs II*
John Tubbs II, Deputy County Counsel

Date: 3-4-25

Exhibit A Depiction of Premises



¹ The Premises are designated by the red and purple shaded areas.