



Contract Number

10-853-A-1

SAP Number

## Regional Parks Department

<b>Department Contract Representative</b>	Beahta R. Davis
<b>Telephone Number</b>	909-387-2340
<b>Contractor</b>	Crest Forest Senior Citizen's Club, Inc.
<b>Contractor Representative</b>	Penny Shubnell
<b>Telephone Number</b>	909-338-5036
<b>Contract Term</b>	January 1, 2021- December 31, 2025
<b>Original Contract Amount</b>	N/A
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	6522141000

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

Amend Agreement No. 10-853 as follows:

**SAN BERNARDINO COUNTY  
REGIONAL PARKS DEPARTMENT  
LAKE GREGORY REGIONAL PARK  
REVENUE LEASE AGREEMENT  
FIRST AMENDMENT**

WHEREAS, County of San Bernardino (COUNTY) and Crest Forest Senior Citizens Club, Inc.(LESSEE) have entered into a Lease Agreement, County Contract No. 10-853 (LEASE) whereby the parties agreed to the conditions and terms under which the LESSEE is authorized to use of a portion of Lake Gregory Regional Park known as the Leisure Shores building located at 24658 San Moritz Drive in the city of Crestline, and

WHEREAS, the LESSEE has provided notice to COUNTY of its intent to exercise its option under Section 1.B of the LEASE to extend the Initial Term for the first Extended Term consisting of a period of five years, and;

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

1. Paragraph 1. Term, Sections A and B, is hereby amended to read as follows:
  - A. The term of the lease is extended through December 31, 2025 unless terminated sooner as herein provided.
  - B. LESSEE is granted the option to renew for two (2) additional five (5) year periods ("Extended Term") on the same terms and conditions, except for rent. The rent is subject to review and adjustment during negotiation for each Extended Term. As additional consideration for the option for the Extended Term, LESSEE must pay an option fee ("Option Fee") of One hundred dollars (\$100.00). LESSEE must give notice of intent to exercise the option ("Option Notice") and concurrently pay the Option Fee to COUNTY at least six (6) months but not more than twelve (12) months before the expiration of the Initial Term. If LESSEE fails to pay the Option Fee concurrently with the Option Notice or is in default on the date of giving the Option Notice, the Option Notice will be totally ineffective. If LESSEE is in default on the date the Extended Term is to commence, the Extended Term will not commence and this Lease will expire at the end of the Initial Term. LESSEE further understands and agrees that in the event of any default or breach described in Paragraph 22, TERMINATION OF LEASE, occurring at any time during the initial term, COUNTY may, in its sole discretion, reject the LESSEE's exercise of the option, and such rejection shall be deemed a reasonable withholding of consent, and shall be binding on the LESSEE, and any assignee or successor of/to. If the parties have not agreed upon the rent for the Extended Term by the date the Extended Term is to commence, the Extended Term will not commence and this Lease will expire at the end of the Initial Term. If the Extended Term does not commence for any reason, LESSEE shall not be entitled to any refund of Option Fee. Upon proper exercise of the option, the COUNTY will prepare and amendment to this Lease for approval and execution by LESSEE and the COUNTY's Board of Supervisors. LESSEE shall have no other right to extend the term beyond the above-extended term.

All other provisions and terms of the Revenue Lease Agreement, Agreement No. 10-853, shall remain the same and are hereby incorporated by reference.

**END OF FIRST AMENDMENT**

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

/  
/  
/  
/  
/  
/

THIS SECTION LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be subscribed by their respective proper officers hereto duly authorized.

COUNTY OF SAN BERNARDINO

*Curt Hagman*

Curt Hagman, Chairman, Board of Supervisors

OCT 27 2020

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  
of the County of San Bernardino

By

*[Signature]*

Deputy



Crest Forest Senior Citizen's Club, Inc

(Print or type name of corporation, company, contractor, etc.)

By *Penny Situbnell*

(Authorized signature - sign in blue ink)

Penny Situbnell

Name

(Print or type name of person signing contract)

Title

*PRESIDENT*

(Print or Type)

Dated:

*September 9, 2020*

Address

P.O. Box 0317

Crestline, Ca 92325-0317

FOR COUNTY USE ONLY

Approved as to Legal Form  
*[Signature]*  
Dawn Mason, Deputy County Counsel  
Date *9/22/20*

Reviewed for Contract Compliance  
*[Signature]*  
Patrick Scatizzi, Finance and Operations Chief  
Date *9-25-2020*

Reviewed/Approved by Department  
*[Signature]*  
Beahla R. Davis, Director, Regional Parks Department  
Date *9/23/2020*