



Contract Number
18-709 A-1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	San Bernardino Community College District
Contractor Representative	Steven Sutorus, Business Manager
Telephone Number	909.382.4031
Contract Term	10 years, commencing 5/1/2019
Original Contract Amount	\$7,364,109
Amendment Amount	\$-27,632
Total Contract Amount	\$7,336,477
Cost Center	7810001000
GRC/PROJ/JOB No.	62003671
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Tri City North Owner, LLC, ("Tri City"), as landlord, and the County of San Bernardino ("COUNTY"), as tenant, are parties to Lease Agreement, Contract No. 18-709 dated September 25, 2018 ("Lease"), wherein Tri City leases certain Premises (as defined in the Lease) located at 658 E, Brier Drive, Suites 200 and 250, San Bernardino, CA to the COUNTY for a term that is currently projected to expire on April 30, 2029; and,

WHEREAS, the San Bernardino Community College District represents and warrants to the COUNTY that it acquired all right, title, and interest to the Premises and the Lease from Tri City on January 3, 2019, and as such, the San Bernardino Community College District, as successor-in-interest to Tri City, shall hereinafter be referred to as ("LANDLORD"), and;

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a change of ownership of the Premises, modify the scope of tenant improvements based on approved change orders, reducing the cost from \$80,040 to \$52,408, reduce the monthly amount payable for the amortized tenant improvements rent for the period May 1, 2019 through April 30, 2029 to reflect a total credit of \$27,632, and amend certain other terms of the Lease as more specifically set forth in this amendment (the "First Amendment").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and made a part hereof, and the mutual covenants and conditions contained in this First Amendment,

the parties hereto agree that effective October 8, 2019, unless a different date is set forth below, the Lease, is amended as follows:

1. Effective January 3, 2019, DELETE in its entirety the existing **Paragraph 1, PARTIES**, and SUBSTITUTE therefore the following as a new **Paragraph 1, PARTIES**:

1. **PARTIES:** This lease ("Lease") is made between San Bernardino Community College District ("LANDLORD"), as landlord, and the County of San Bernardino ("COUNTY"), as tenant, who agree on the terms and conditions contained in this Lease. LANDLORD hereby represents and warrants to COUNTY that LANDLORD is the legal owner with sole fee title to the building and land on which it is situated, commonly known as 658 E. Brier Drive San Bernardino, CA 92408, and LANDLORD has the right to enter into this Lease without the consent or approval from any other parties. In the event of a breach of the foregoing representation and warranty, COUNTY shall have the right to terminate this Lease with immediate effect and LANDLORD shall indemnify, protect, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, contractors, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of said breach.

2. DELETE in its entirety the existing **Paragraph 3, TERM** and Exhibit "H" to the Lease and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM** and the new Exhibit "H" which is attached to this First Amendment and made a part hereof:

3. **TERM:** The Lease's initial term ("Initial Term") shall commence on May 1, 2019 ("Commencement Date") and end on April 30, 2029 ("Ending Date").

3. 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 Total Monthly Rental Payments in arrears on the last day of each month, commencing when the Initial Term commences and continuing during the Initial Term. The Total Monthly Rental Payments are equal to the sum of the Base Rent and the amount of the Amortized Tenant Improvement. The amount of the Amortized Tenant improvement set forth below reflects a decrease from said amounts in the initial Lease due to approved change orders that are documented in Exhibit "A-2" and Paragraph 41.K, of this First Amendment. The amount of the Amortized Tenant Improvement shall stay constant during the Initial Term and shall not be subject to annual increases.

Lease Year	Base Rent		Amortized Tenant Improvement		Total Monthly Rental Payments
May 1, 2019 thru July 31, 2019 (3 months)	\$30,431	+	\$436	=	\$30,867
August 1, 2019 thru April 30, 2020 (9 months)	\$54,536	+	\$436	=	\$54,972
May 1, 2020 thru April 30, 2021	\$56,023	+	\$436	=	\$56,459
May 1, 2021 thru April 30, 2022	\$57,510	+	\$436	=	\$57,946
May 1, 2022 thru April 30, 2023	\$58,998	+	\$436	=	\$59,434
May 1, 2023 thru April 30, 2024	\$60,485	+	\$436	=	\$60,921
May 1, 2024 thru April 30, 2025	\$61,973	+	\$436	=	\$62,409
May 1, 2025 thru April 30, 2026	\$63,460	+	\$436	=	\$63,896
May 1, 2026 thru April 30, 2027	\$64,947	+	\$436	=	\$65,383
May 1, 2027 thru April 30, 2028	\$66,682	+	\$436	=	\$67,118

May 1, 2028 thru March 30, 2029 (eleven months)	\$68,418	+	\$436	=	\$68,854
April 1, 2029 thru April 30, 2029 (one month)	\$68,418	+	\$524	=	\$68,942

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 the COUNTY required to process EFT payments.

C. LANDLORD and its property management company for the Premises, currently Hines, have registered through the COUNTY's Electronic Procurement Network (ePro) system at <http://epro.sbcounty.gov/epro/> or SAP, whichever is the COUNTY's then current electronic procurement system.

4. DELETE in its entirety **Paragraph 25, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 25, NOTICES**:

25. **NOTICES**.

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, including but not limited to notices required under the California unlawful detainer statutes, or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the addresses set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) the date of actual receipt if such notice is served personally, provided if such date is not a business day, said notice shall be effective as of the immediately following business day; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered by reputable overnight courier service or sent by postage pre-paid, United States first-class mail, certified or registered, return receipt requested provided that in all of the foregoing instances, any notices received after 5 pm local time on a business day shall be deemed delivered on the immediately following business day.

LANDLORD's address: San Bernardino Community College
114 South Del Rosa Drive
San Bernardino, CA 92408
Attn: Jose F. Torres, MPA, Executive Vice Chancellor

With a Copy to: Hines (Attn: Legal Department)
650 E. Hospitality Lane, Suite 150
San Bernardino, CA 92408

COUNTY's address: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

B. If, at any time after the Commencement Date, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Property to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the Property, LANDLORD and the new owner shall provide

COUNTY with evidence of completion of transfer; in which case, the new owner and COUNTY shall document by written amendment said change of ownership. In addition, the new owner shall, within five (5) days of acquiring the Property, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 17, INDEMNIFICATION** and **Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS**. The COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a COUNTY standard amendment to this Lease with any new LANDLORD solely for the purposes of reflecting any changes in the legal ownership of the Property and to update the LANDLORD's notice. The new LANDLORD acknowledges and agrees new LANDLORD execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new LANDLORD.

5. ADD a new **Paragraph 41, LANDLORD'S IMPROVEMENTS, sub-paragraph K** as follows, and ADD a new Exhibit "A-2" Improvement Change Orders, which is attached to this First Amendment and made a part hereof:

41. **LANDLORD'S IMPROVEMENTS:**

K. The Improvements to be constructed by LANDLORD shall be modified to reflect the approved change orders set forth in Exhibit "A-2", Improvement Change Orders, attached hereto and incorporated herein by reference. As a result of the approved change orders, the total cost of the Improvements decreased from Eighty Thousand Forty Dollars and 00/100 Dollars (\$80,040.00) to Fifty-Two Thousand, Four Hundred Eight and 00/100 Dollars (\$52,408.00). Due to said change orders, the monthly amount payable for the Amortized Tenant Improvement for the period May 1, 2019 through April 30, 2029 shall be reduced, as set forth in **Paragraph 4, RENT**, to reflect a total credit of Twenty-Seven Thousand Six Hundred Thirty-Two and 00/100 Dollars (\$27,632.00), as the reconciliation for such credit is set forth in "Exhibit A-2". No other Change Orders shall be permitted for the Improvements and the authorization for Change Orders in an amount not to exceed \$45,000.00, as set forth in Paragraph 41.A of the initial Lease is hereby revoked and of no further force and effect.

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6. All other provision 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.

COUNTY OF SAN BERNARDINO

►
Curt Hagman, Chairman, Board of Supervisors

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

**SAN BERNARDINO COMMUNITY
COLLEGE DISTRICT**

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

By ► 
(Authorized signature - sign in blue ink)

Name Steven J. Sutorus
(Print or type name of person signing contract)

Title Business Manager
(Print or Type)

Dated: 8/2/2019

Address 114 S. Del Rosa Drive
San Bernardino CA 92408

FOR COUNTY USE ONLY


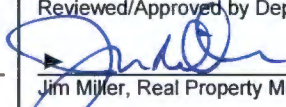
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►  Agnes Cheng, Deputy County Counsel	► _____ Date _____	►  Jim Miller, Real Property Manager, RESD
Date 8/5/19		Date 8-7-19

Exhibit "A-2", Improvement Change Orders,

Description	Cost
Summary of Tenant Improvements	
<u>Tenant Improvement Cost</u>	
Double Sided Drywall	\$30,350.00
R-19 encapsulated insulation at all office and conference rooms	\$13,901.00
Sound Boots on all returns (office and conference rooms)	\$7,177.00
Door Sweeps on all office and conference rooms	\$1,615.00
Two 2" conduits from 1 st floor IT room	\$2,635.00
Full Height glass at Breakroom	\$6,585.00
Install 200 LF of 6" 20-gage backing around perimeter for work surfaces	\$1,176.00
Change 1 duplex in room 223 to dedicated & add card reader	\$538.00
Revise passage set and Hinge to electrified for card reader room 233	\$797.00
Add 7 data chases and locations noted on plans supplied by ISD	\$644.00
Add 120v electrical in waiting room #202 per ISD request	\$265.00
Total Cost (a)	\$65,683.00
<u>Credits</u>	
Deduct – Removed all sidelight frames from project	(\$10,134.00)
Deduct – Removed water dispensers in both breakrooms	(\$1,962.00)
Credit – Labor for installation on backing COR#2	(\$515.00)
Credit – for glass pass though in waiting room#202	(\$664.00)
Total credits (b)	(\$13,275.00)
Original Estimate	\$80,040.00
Net Costs (a-b)	\$52,408.00
Project Credit	\$27,632.00

Amortized Tenant Improvements		
Period	Payments	Total
05/01/2019 – 03/30/2029	119 payments @ \$436.00	\$51,884.00
4/1/2029 – 4/30/2019	1 payment @ \$524.00	\$524.00
Total amortized Cost		\$52,408.00

COR #01

Description	Submitted Cost	Days Requested	Change Order #	Comments	Expense To
County Accepted Alternates from Bid Proposal					
Double side drywall	\$ 30,350	7	1	County approved changes on 12-10-18 as billback	Tenant
R-19 encapsulated insulations at all offices and conference rooms	\$ 13,901				
Sound boots at all returns at all offices and conference rooms	\$ 7,177				
Door sweeps at all offices and conference rooms	\$ 1,615				
Two 2" conduits from 1st floor IT room	\$ 2,635				
Full height glass at breakroom	\$ 6,585				
Deduct - remove all sidelight frames from project	\$ (10,134)				
Total	\$ 52,129				

COR #02

Description	Submitted Cost	Days Requested	Change Order #	Comments	Expense To
County Request Change - Framing					
Install 200 LF of 6" 20-gage backing w/ perimeter for work surfaces	\$ 1,176	0		County approved changes on 12-20-18 as billback	Tenant
Total	\$ 1,176.00				

COR #03

Description	Submitted Cost	Days Requested	Change Order #	Comments	Expense To
County Requested Change - Electrical / Hardware					
Change 1 duplex in Rm 233 to dedicated & add card reader to Rm 233	\$ 538			County approved changes on 1-17-19 as billback	Tenant
Revise passage set and hinge to electrified for card reader in Rm 233	\$ 797				
Total	\$ 1,335				

COR #09

Description	Submitted Cost	Days Requested	Change Order #	Comments	Expense To
County Requested Change					
Add 7 data chases and locations noted on plans supplied	\$ 644	0		County approved changes on 1-22-19 as billback	Tenant
Total	\$ 644				

COR #11

Description	Submitted Cost	Days Requested	Change Order #	Comments	Expense To
Plumbing					
Deduct to omit water dispensers in both breakrooms	\$ (1,962)	0		County approved change on 1-18-19 as billback	Tenant
Switch sink bowl to single instead of double	No cost				
Total	\$ (1,962)				

COR #13

Description	Submitted Cost	Days Requested	Change Order #	Comments	Expense To
Drywall / Glazing					
Credit for labor not to install requested backing from COR #2	\$ (515)			Credit back	Tenant
Credit for glass pass through in waiting room #202 - deleted by County	\$ (664)				
Total	\$ (1,179)				

COR #14

Description	Submitted Cost	Days Requested	Change Order #	Comments	Expense To
Electrical					
Add 120V electrical in waiting room #202 per IT	\$ 265			ISD request	Tenant
Total	\$ 265				

Net Total \$52,408

EXHIBIT "H"

RESERVED