



Contract Number

02-298 A-4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Yucaipa Valley Water District
Contractor Representative	Matthew Porras, Implementation Manager
Telephone Number	909-797-5117
Contract Term	4/1/2002 – 6/30/2027
Original Contract Amount	\$10,706
Amendment Amount	\$11,804
Total Contract Amount	\$22,510
Cost Center	1920002522
GRC/PROJ/JOB No.	38002591
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Flood Control District (“DISTRICT”), as licensor, and Yucaipa Valley Water District (“LICENSEE”), as licensee, have previously entered into a License Agreement, Contract No. 02-298, on April 23, 2002, as amended by the First Amendment on May 15, 2007, as amended by the Second Amendment on March 13, 2012, and amended by the Third Amendment on March 7, 2017 (collectively, the “License”), wherein DISTRICT agreed to license certain real property to LICENSEE, as more specifically set forth in the License; which License expired on March 31, 2022, and has continued on a permitted month-to-month holdover; and,

WHEREAS, DISTRICT and LICENSEE now desire to amend the License to reflect a permitted month-to-month holdover of a total of three (3) months from April 1, 2022 through June 30, 2022, with DISTRICT’s express consent, and following said holdover, to extend the term of the License, due to the LICENSEE’s exercise of the first of its two existing five-year extension options, for five (5) years for the period of July 1, 2022 through June 30, 2027, adjust the fee schedule, and to amend certain other terms of the License as more specifically set forth in this amendment (“Fourth Amendment”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree that the License is amended as follows:

1. Pursuant to **Paragraph 15, HOLDING OVER**, LICENSEE shall, with DISTRICT’s express consent granted herein, use the Premises on a month-to-month holdover term for a total of three (3) months for the period of April 1, 2022 through June 30, 2022 at a monthly fee amount of \$80.00 per month.

2. Effective July 1, 2022, pursuant to LICENSEE's exercise of the first of its two existing five-year extension options in **Paragraph 3, OPTION TO EXTEND TERM**, EXTEND the term of the License as provided in **Paragraph 2, TERM**, for five (5) years from July 1, 2022 through June 30, 2027 (the "Fourth Extended Term").

3. Effective July 1, 2022, DELETE in its entirety the existing **Paragraph 4, FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 4, FEES**:

4. **FEES:**

A. LICENSEE shall pay to DISTRICT the following annual fee payments in advance commencing when the Fourth Extended Term commences, and continuing each July 1 thereafter through the Fourth Extended Term, subject to an approximate four percent (4%) annual increase, as more specifically reflected and included in the amounts set forth below:

July 1, 2022 thru June 30, 2023 – annual fee payment of \$ 994.00
July 1, 2023 thru June 30, 2024 – annual fee payment of \$1,034.00
July 1, 2024 thru June 30, 2025 – annual fee payment of \$1,075.00
July 1, 2025 thru June 30, 2026 – annual fee payment of \$1,118.00
July 1, 2026 thru June 30, 2027 – annual fee payment of \$1,163.00

B. In addition to the annual fees payable pursuant to **Paragraph 4.A**, LICENSEE shall pay to the DISTRICT an annual inspection fee ("Annual Inspection Fee") in the then current amount set forth in the DISTRICT's Schedule of Fee Ordinance No. FCD 20-01 for the annual inspection of the Premises by the DISTRICT for compliance with the terms of this License without waiving any DISTRICT rights hereunder. The annual inspection fee shall be payable in advance on July 1, 2022, and on each July 1 thereafter during the Fourth Extended Term, including extensions thereof, if any. The DISTRICT's current Annual Inspection Fee effective for July 1, 2022 is One Thousand Two Hundred Thirty Six Dollars and 00/100 (\$1,236.00), as shown on the District's Schedule of Fee Ordinance No. FCD 20-01. The Annual Inspection Fee shall not be refunded in whole or in part to the LICENSEE in the event the License is terminated for any reason.

C. If any annual fee, any Annual Inspection Fee, or any other sums are not paid when due and payable, LICENSEE shall pay to DISTRICT an additional One Hundred and 00/100 Dollars (\$100.00) for each annual fee, Annual Inspection Fee, or other sums due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Annual fees, Annual Inspection Fees, or any other sums not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.

4. Effective July 1, 2022, DELETE in its entirety **Paragraph 33, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 33, NOTICES**:

33. **NOTICES:** 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 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 address 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) actual receipt if personally delivered; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested.

LICENSEE'S Address: YUCAIPA VALLEY WATER DISTRICT
P.O. Box 730
Yucaipa, CA 92399-0730

DISTRICT'S Address: SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
825 East Third Street
San Bernardino, CA 92415-0835
Attention: Flood Control Engineer

with a copy to: SAN BERNARDINO COUNTY
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

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

END OF FOURTH AMENDMENT.

**SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT**

YUCAIPA VALLEY WATER DISTRICT

►
Curt Hagman, Chairman, Board of Supervisors

By ►

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

Name Matthew Porras

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title Implementation Manager

By _____
Deputy

Dated: _____

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Agnes Cheng, Deputy County Counsel Date _____	► Date _____	► Lyle Ballard, Real Property Manager, RESD Date _____