



Contract Number
13-229 A3

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Terry W. Thompson, Director Real Estate Services Department
Telephone Number	(909) 387-5000
Contractor	West Valley Water District
Contractor Representative	John Thiel
Telephone Number	
Contract Term	04/01/2013– 12/31/30
Original Contract Amount	\$103,965.00
Amendment Amount	\$106,166.46
Total Contract Amount	\$210,131.46
Cost Center	1920002522
GRC/PROJ/JOB No.	38002741
Internal Order No.	
Grant Number (if applicable)	

WHEREAS, the San Bernardino County Flood Control District (“DISTRICT”), and West Valley Water District. (“LICENSEE”) have previously entered into a License Agreement, Contract No. 13-229 dated May 7, 2013, and amended by the First Amendment dated March 7, 2017, and amended by the Second Amendment dated October 16, 2018 (collectively “the License”) wherein the Lessee agreed to license certain real property from the DISTRICT; and,

WHEREAS, the DISTRICT and LICENSEE now desire to amend the License Agreement to reflect a permitted month-to-month holdover of a total of twenty-eight (28) months from September 1, 2023 through December 31, 2025, with DISTRICT’s express consent, and following said holdover, to reflect LICENSEE’s exercise of the first of two five-year options to extend the lease term until December 31, 2030 (the “Third Amendment”);

NOW, THEREFORE, in consideration of mutual covenant and conditions, the parties hereto agree that License Agreement, Contract No. 13-229 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 twenty-eight (28) months from September 1, 2023 through December 31, 2025, for a total amount of \$29,399.00.

2. Effective January 1, 2026, pursuant to LICENSEE's exercise of the first of two five-year options to extend in **Paragraph 3, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 2, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 2, TERM**:

2. **TERM**: This License shall be extended for an additional period of five (5) years, from January 1, 2026 through December 31, 2030 unless earlier terminated in accordance with the terms of this Lease (the "Second Extended Term").

3. Effective January 1, 2026, 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 fees in advance on the first day of each year, beginning when the Second Extended Term commences and continuing through the Second Extended Term. The annual fee amount shall be subject to an annual adjustment on the anniversary of the Commencement Date and each year thereafter, based upon a four percent (4%) increase as reflected and provided below:

January 1, 2026 thru December 31, 2026- annual payment of \$14,173
January 1, 2027 thru December 31, 2027- annual payment of \$14,740
January 1, 2028 thru December 31, 2028- annual payment of \$15,330
January 1, 2029 thru December 31, 2029- annual payment of \$15,943
January 1, 2030 thru December 31, 2030- annual payment of \$16,581

B. If any fee is not paid when due and payable, LICENSEE shall pay to DISTRICT an additional Twenty-five and 00/100 Dollars (\$25.00) for each fee 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. Fees not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.

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

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

END OF THIRD AMENDMENT

SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT

►

Dawn Rowe, Chair, Board of Supervisors

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

By _____
Deputy

WEST VALLEY WATER DISTRICT

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

By ► _____
(Authorized signature - sign in blue ink)

Name John Thiel
(Print or type name of person signing contract)

Title General Manager
(Print or Type)

Dated: _____

Address 855 W Baseline Rd
Rialto, CA 92376

FOR COUNTY USE ONLY

Approved as to Legal Form

►

John Tubbs II, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

John Gomez, Real Property Manager, RESD

Date _____