



Contract Number

09-1112 A2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of Adelanto
Contractor Representative	Jesse Flores, City Manager
Telephone Number	760-246-2300
Contract Term	7/1/2014 to 12/31/2029
Original Contract Amount	\$15.00
Amendment Amount	\$5.00
Total Contract Amount	\$20.00
Cost Center	4414651000
GRC/PROJ/JOB No.	3300-2721
Grant No. (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the City of Adelanto as Licensor ("CITY") and the County of San Bernardino as licensee ("COUNTY") have previously entered into a License Agreement, Contract No. 09-1112 dated December 1, 2009, as amended by the First Amendment dated September 10, 2019 ("collectively, the License") wherein CITY agreed to license certain premises comprising approximately 14,196 square feet located at 11613 Bartlett Avenue, Adelanto, CA ("Premises") to COUNTY and which the license to expired on November 30, 2024, and has continued for one month on a permitted month to month holdover; and,

WHEREAS, the CITY and COUNTY now desire to amend the License to reflect the COUNTY's exercise of the second of its two five-year options to extend term of the License for the period of January 1, 2025 through December 31, 2029, and to amend certain other terms and conditions of the License as more specifically set forth in this amendment ("Second Amendment").

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

1. Pursuant to License **Paragraph 15, HOLDING OVER**, COUNTY shall, with CITY's express consent granted herein, use the Premises on a month-to-month holdover term for a total of one (1) month for the period of December 1, 2024, through December 31, 2024.

2. Effective January 1, 2025, pursuant to the COUNTY's exercise of the second five-year option provided in Paragraph 3, OPTION TO EXTEND TERM, DELETE in its entirety the existing paragraph in **Paragraph 2., TERM**, and SUBSTITUTE therefore a new **Paragraph 2., TERM**, which shall read as follows:

2. **TERM:** The term of the License shall be extended for five (5) years, commencing on January 1, 2025, and expiring on December 31, 2029 (the "Second Extended Term").

3. Effective January 1, 2025, DELETE in its entirety the existing **Paragraph 4., FEES** and SUBSTITUTE therefore a new **Paragraph 4., FEES**, which shall read as follows:

4. **FEES:** The fee for the use granted under this License for the Second Extended Term shall be as follows:

<u>Period</u>	<u>Annual Fee</u>
January 1, 2025 – December 31, 2025	\$1.00
January 1, 2026 – December 31, 2026	\$1.00
January 1, 2027 – December 31, 2027	\$1.00
January 1, 2028 – December 31, 2028	\$1.00
January 1, 2029 – December 31, 2029	\$1.00

4. Effective January 1, 2025, DELETE in its entirety the existing **Paragraph 22., TERMINATION** and SUBSTITUTE therefore a new **Paragraph 22., TERMINATION**, which shall read as follows:

22. **TERMINATION:** The COUNTY shall have the right to terminate this License agreement at any time whenever COUNTY, in its sole discretion, determines it would be in COUNTY's best interests to terminate this License. COUNTY shall give CITY notice of any termination pursuant to this paragraph one year prior to the date of termination. The Director of the Real Estate Services Department (RESD) shall have the right, on behalf of the COUNTY, to give notice of any termination pursuant to this paragraph. The CITY shall have the right to terminate this License agreement only upon the date of expiration of the extension term. CITY shall give COUNTY notice of any termination pursuant to this paragraph eighteen (18) months prior to the date of termination. If COUNTY decides to relocate their business operations, then the License will be terminated upon COUNTY vacating the premises.

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 Second Amendment, the terms and conditions of this Second Amendment shall control.

6. This Second 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 Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second 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 Second Amendment upon request.

END OF SECOND AMENDMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SAN BERNARDINO COUNTY

CITY OF ADELANTO

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

►

Dawn Rowe, Chair, Board of Supervisors

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

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

Name Jessie Flores
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title City Manager
(Print or Type)

By _____
Deputy

Dated: _____

Address 11600 Air Expressway

Adelanto CA, 92301

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

John Tubbs II, Deputy County Counsel

►

►

Lyle Ballard, Real Property Manager, RESD

Date _____

Date _____

Date _____