



Contract Number

19-470 A2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Housing Authority of the County of San Bernardino
Contractor Representative	Rishad Mitha
Telephone Number	909-332-6315
Contract Term	July 1, 2019 – May 31, 2040
Original Contract Amount	\$144,015
Amendment Amount	\$740,077.50
Total Contract Amount	\$884,092.50
Cost Center	7810001000
GRC/PROJ/JOB No.	5900 3952
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Housing Authority of the County of San Bernardino ("LANDLORD"), as landlord, and San Bernardino County ("COUNTY"), as tenant, entered into Lease Agreement, Contract No. 19-470 dated July 9, 2019, as amended by the First Amendment dated January 26, 2021, (collectively, the "Lease"), wherein the LANDLORD leases approximately 3,119 square feet in Building A & B and land located at 1151 North Crestview Avenue in San Bernardino, as more specifically described in the Lease, to COUNTY for a term that expired on June 30, 2024 but has continued on a permitted month-to-month holdover, and;

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of fifteen (15) years from June 1, 2025 through May 31, 2040; update the Premises to include 1163 North Crestview Avenue, San Bernardino, describe the process for COUNTY to plan for and develop COUNTY-desired improvements to the expansion area of the Interior Space to accommodate additional classroom amenities for COUNTY's educational needs, adjust the monthly rental payments and amend certain other terms of the Lease as set forth in this amendment (the "Second Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Pursuant to **Paragraph 9, HOLD OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of July 1, 2024 through May 31, 2025, in the total amount of \$24,865.50, calculated as \$2,260.50 per month.

2. Effective June 1, 2025, DELETE in its entirety the existing **SECTION 1- BASIC LEASE PROVISIONS, Paragraph E, PREMISES** and SUBSTITUTE therefore the following as a new **SECTION 1- BASIC LEASE PROVISIONS, Paragraph I, PREMISES**:

E. PREMISES. A total of approximately 4,319 square feet, comprising of approximately 3,119 square feet at 1151 North Crestview, Buildings A and B, and approximately 1,200 square feet at 1163 North Crestview as the Premises as set forth in Exhibit "I" to the Lease. Land space of 11,881 square feet for playground.

3. Effective June 1, 2025, DELETE in its entirety the existing **SECTION 1- BASIC LEASE PROVISIONS, Paragraph H, LEASE TERM** and SUBSTITUTE therefore the following as a new **SECTION 1- BASIC LEASE PROVISIONS, Paragraph H, LEASE TERM**:

H. TERM. The term of the Lease commencing on July 1, 2019, is extended for fifteen (15) years for the period from June 1, 2025 through May 31, 2040 (the "**First Extended Term**").

4. Effective June 1, 2025, DELETE the existing **SECTION 1- BASIC LEASE PROVISIONS, Paragraph K, MONTHLY RENT FOR PREMISES** and SUBSTITUTE therefore the following as a new **SECTION 1- BASIC LEASE PROVISIONS, Paragraph K, MONTHLY RENT FOR PREMISES**:

K. MONTHLY RENT FOR PREMISES.

Lease Year	Monthly Rent
June 1, 2025 - May 31, 2026	\$3,196.00
June 1, 2026 - May 31, 2027	\$3,282.00
June 1, 2027 - May 31, 2028	\$3,412.00
June 1, 2028 - May 31, 2029	\$3,498.00
June 1, 2029 - May 31, 2030	\$3,585.00
June 1, 2030 - May 31, 2031	\$3,714.00
June 1, 2031 - May 31, 2032	\$3,844.00
June 1, 2032 - May 31, 2033	\$3,930.00
June 1, 2033 - May 31, 2034	\$4,060.00
June 1, 2034 - May 31, 2035	\$4,189.00
June 1, 2035 - May 31, 2036	\$4,319.00
June 1, 2036 - May 31, 2037	\$4,449.00
June 1, 2037 - May 31, 2038	\$4,578.00
June 1, 2038 - May 31, 2039	\$4,708.00
June 1, 2039 - May 31, 2040	\$4,837.00

5. Effective June 1, 2025, DELETE the existing **Paragraph 3, TERM** and SUBSTITUTE therefore the following **Paragraph 3, TERM**:

3. **TERM.** The Lease's term shall commence on July 1, 2019 ("Commencement Date") and terminate on May 31, 2040. The Code of Federal Regulations, 45 CFR § 1303.50 – Third party leases and occupancy agreements- requires that the Lease, when COUNTY Preschool Services Department Head Start Program receives federal funds to renovate a facility or modular unit on real property the COUNTY does not own, provide for the right of continued use and occupancy of the leased premises during an entire term of at least fifteen (15) years.

6. Effective June 1, 2025, DELETE the existing **Paragraph 14, ALTERATIONS** and SUBSTITUTE therefore the following **Paragraph 14, ALTERATIONS AND IMPROVEMENTS**, and **EXHIBIT "J" TENANT IMPROVEMENTS** attached and incorporated herein, to read as follows:

14. **ALTERATIONS AND IMPROVEMENTS.**

A. Approval. Any improvements to the Interior Space and exterior for the purpose of providing for additional classroom facilities and related amenities in support of COUNTY's functions, as such improvements are further described in Exhibit "B" to this Lease ("Tenant Improvements"), shall be performed by COUNTY, at its sole cost and expense. Except as specified below, prior to making any Tenant Improvements, COUNTY shall provide to LANDLORD's Director of Development copies of plans and specifications for its proposed Tenant Improvements ("Plans and Specifications") for LANDLORD's review and approval, which shall not be unreasonable withheld or delayed. COUNTY shall not commence construction of any Tenant Improvements which require LANDLORD's approval until LANDLORD approves the Tenant Improvements in writing. COUNTY shall notify the LANDLORD in a timely manner of any changes in the proposed Tenant Improvements. COUNTY shall pay LANDLORD's actual and reasonable costs incurred for review of the Plans and Specifications for the proposed Tenant Improvements. COUNTY shall be solely responsible for constructing any Tenant Improvements in accordance with the approved Plans and Specifications.

B. Standard of Construction. Tenant Improvements will be constructed by COUNTY, at COUNTY's sole cost and expense, in a good and workmanlike manner that conforms to all applicable laws, and by licensed and bondable contractors reasonably acceptable to LANDLORD. COUNTY shall only use good grades of materials. LANDLORD may monitor construction of the Tenant Improvements. LANDLORD's right to review Plans and Specifications and to monitor construction shall be solely for its own benefit, and LANDLORD shall have no duty to see that such Plans and Specifications or construction comply with the Laws.

C. Permits. COUNTY shall obtain any and all applicable permits and governmental approvals required for all Tenant Improvements performed by COUNTY and shall immediately provide to LANDLORD copies thereof. COUNTY shall provide a Certificate of Occupancy upon completion of the Tenant Improvements.

D. Laws. COUNTY shall cause all work performed in connection with the Tenant Improvements to be performed in a workman like manner, in accordance with sound building practices, and in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter; and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and COUNTY shall be responsible to the LANDLORD for the procurement and maintenance thereof, as may be required of COUNTY and all entities engaged in work on the Tenant Improvements.

E. COUNTY Construction Obligations. COUNTY may utilize the services of LANDLORD's retained architect, Sillman, pursuant to the on-call contract between Sillman and LANDLORD, or such other architectural firm LANDLORD may designate ("Architect") to develop the plans for the Tenant Improvements. Should COUNTY utilize Architect's services, COUNTY shall timely pay all invoices issued to LANDLORD for services related to the Tenant improvements, including services performed before the date of the Second Amendment. Any interest or penalties accrued in any delayed payment shall be COUNTY's responsibility. Should COUNTY delay payment beyond thirty (30) days of the date of any invoice, LANDLORD may suspend further services by Architect related to the Tenant Improvements until COUNTY pays all outstanding invoices. COUNTY, at its own cost and expense, shall retain and provide LANDLORD with the identities and mailing

addresses of all persons, contractors, subcontractors or material suppliers performing Tenant Improvements prior to beginning such work, and LANDLORD may post on and about the Premises notices of non-responsibility pursuant to applicable law.

F. Liens. No liens may be filed against the Premises. COUNTY shall promptly pay and discharge all claims for work or labor done, materials furnished or services rendered in the construction of the Tenant Improvements and shall keep the Premises free and clear of all mechanics' and materialmen's liens in connection therewith. COUNTY shall file a valid notice of cessation or notice of completion upon cessation of the construction of the Initial County

Improvements for a continuous period of thirty (30) days or more. Upon completion of any Tenant Improvements, COUNTY shall deliver to LANDLORD sworn statements setting forth the names of all contractors and subcontractors who did work on the Tenant Improvements and final lien waivers from all such contractors and subcontractors.

G. Insurance. At all times during the construction of the Tenant Improvements, COUNTY shall require the general contractor to carry liability, builders' risk, and workers compensation insurance in a form and amounts acceptable to the LANDLORD and to name the LANDLORD as an additional insured on such insurance. COUNTY shall carry appropriate builder's risk insurance and update its property insurance as necessary to cover the Initial County Improvements. COUNTY shall provide certificates of insurance in amounts and from an insurance company reasonably satisfactory to LANDLORD.

H. Prevailing Wages. In connection with all work on the Premises, COUNTY shall comply with applicable prevailing wage laws under the California Labor Code, as further set forth in Exhibit "H".

I. Trade Fixtures. COUNTY, at its own cost and expense and without LANDLORD's prior approval, may install equipment, machinery and trade fixtures (collectively "Trade Fixtures" typically and customarily installed at classroom facilities, and the construction, erection, and installation thereof complies with all applicable laws. LANDLORD agrees that all trade fixtures, machinery, equipment, or other property of any kind and nature kept or installed upon the Premises by COUNTY shall not become the property of LANDLORD or a part of the realty no matter how affixed to the Premises and may be removed by COUNTY at any time. Prior to the expiration or termination of this Lease, COUNTY, at its sole expense, may remove its Trade Fixtures; provided such removal may be accomplished without damage to the Premises or Tenant Improvements thereon.

J. Notice of Nonresponsibility. COUNTY shall provide the LANDLORD with at least five (5) days' prior written notice of the date for the commencement of the construction of the Tenant Improvements in order to permit the LANDLORD to post, file, and record such Notices of Nonresponsibility as may be necessary to protect the LANDLORD and the Premises from claims by contractors."

7. Effective May 20, 2025, ADD a new **Exhibit "K" – OHS Lease Rider**, attached and incorporated herein.

8. 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.

9. All other provisions 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 Second Amendment, the terms and conditions of this Second Amendment shall control.

END OF SECOND AMENDMENT.

SAN BERNARDINO COUNTY

►

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
San Bernardino County

By _____
Deputy

HOUSING AUTHORITY OF THE COUNTY
OF SAN BERNARDINO

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

Name _____

Title _____

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	► _____	► Terry W. Thompson, Director, RESD
Date _____	Date _____	Date _____

EXHIBIT "I"

PREMISES

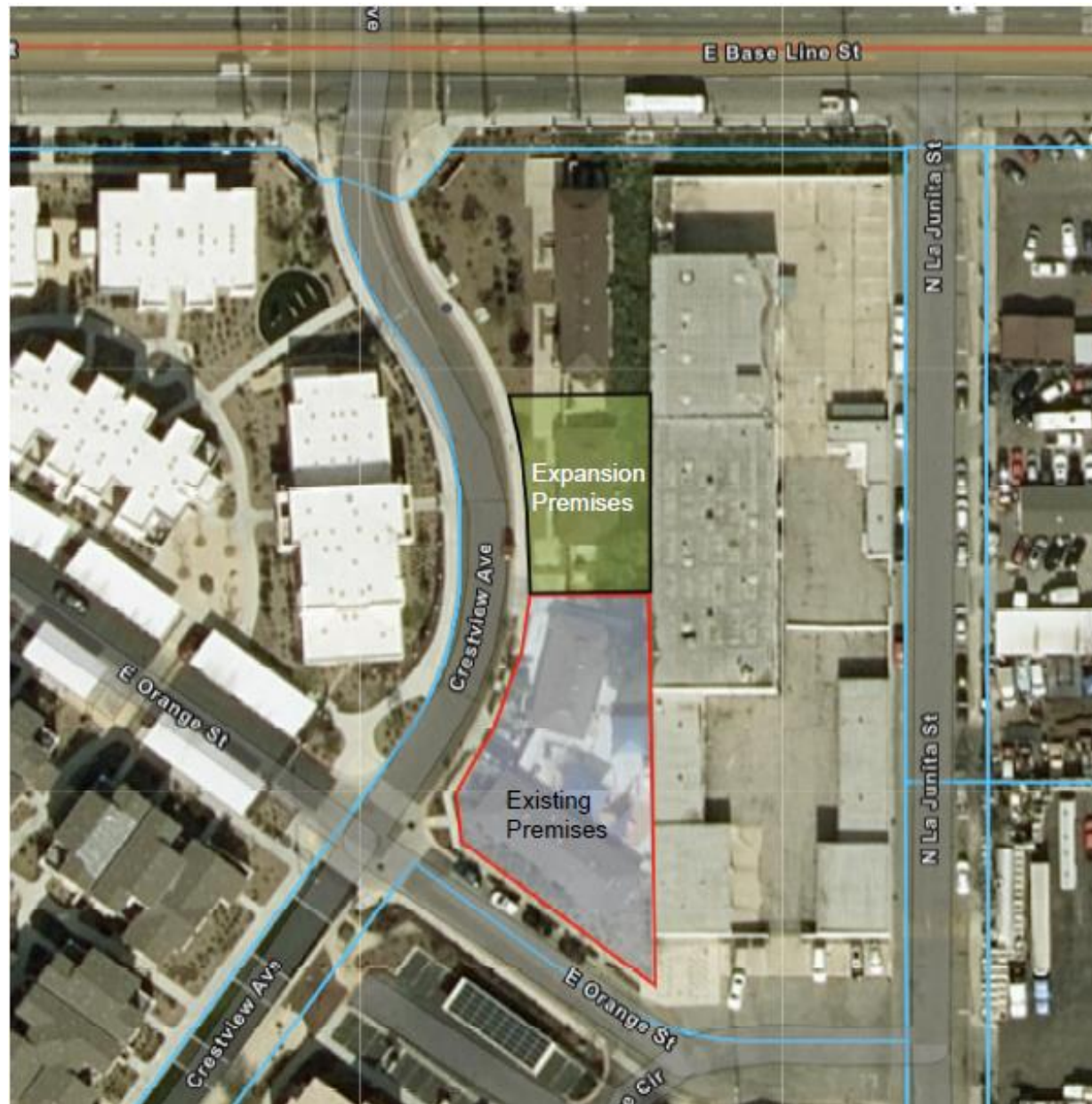
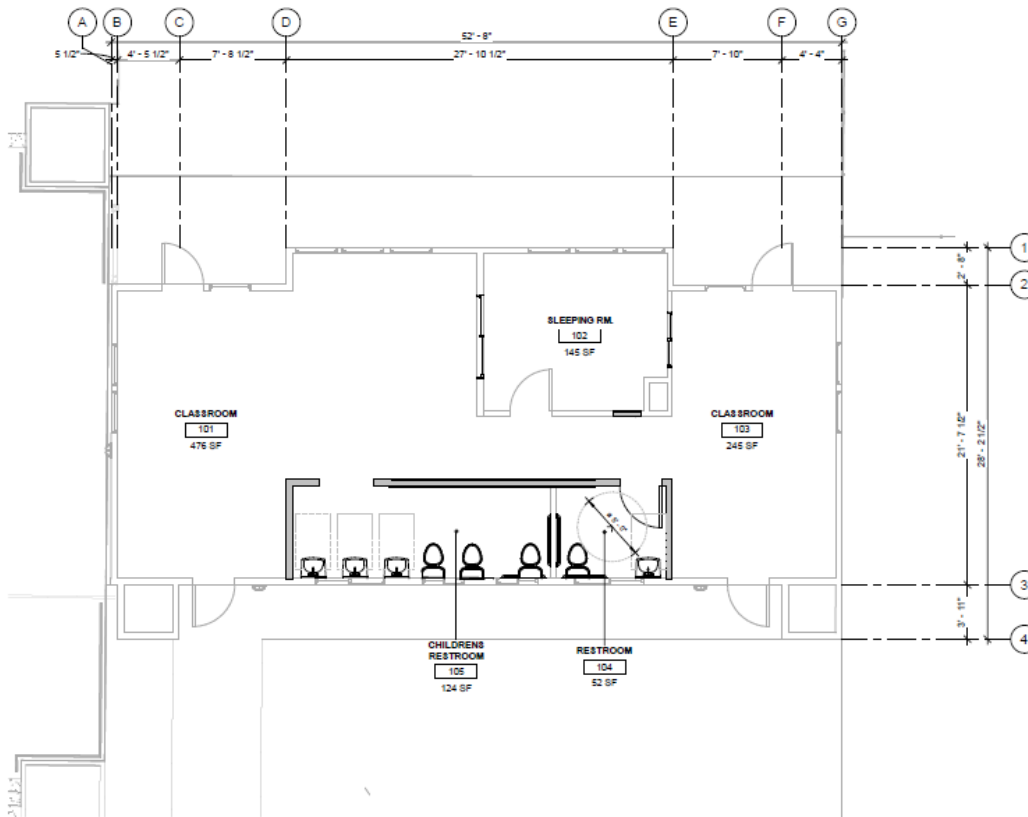


EXHIBIT "J"

TENANT IMPROVEMENTS



1 PROPOSED FLOOR PLAN

A220 SCALE: 1/4" = 1'-0"
REF: A201

GENERAL NOTES

AGENCY APPROVAL

CLIENT

BUILDER

REVISIONS

Date

Description

LEGEND

ROOM NAME

101
150 SF

INDICATES ROOM NAME & NUMBER

(E) WALL

(N) WALL

KEYNOTES

PREPARED FOR THE
SAN BERNARDINO
COUNTY
PRESCHOOL SERVICES

PREPARED BY



7515 Metropolitan Dr.
Suite 400
San Diego, CA 92108
T 619.294.7515
F 619.294.7592
www.sillmanarch.com

PROJECT NAME
HEADSTART PRESCHOOL EXPANSION

PROJECT ADDRESS
1153 N CRESTVIEW AVENUE, SAN
BERNARDINO, CA 92410

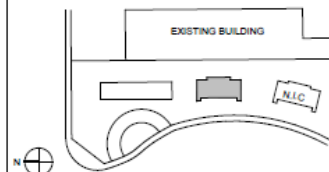
PROJECT NO. 0000 A.P.

DATE 03/03/2025 Author
Checker

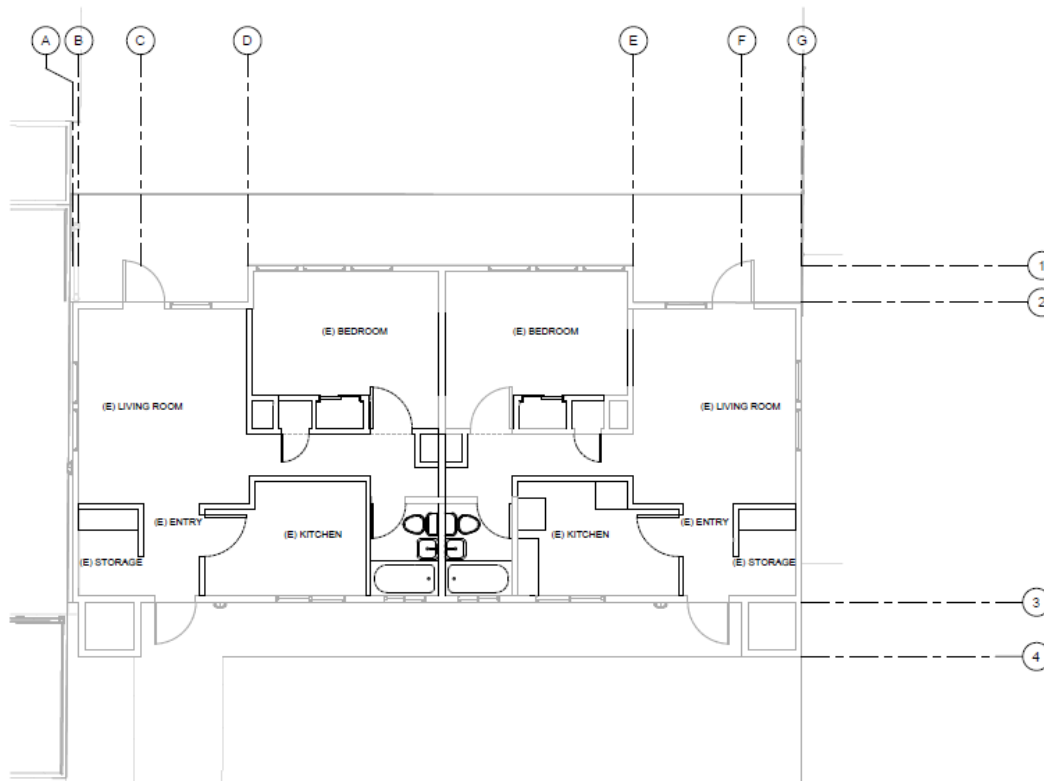
SHEET NAME
PROPOSED
FLOOR PLAN

SHEET NO.
A220

KEYPLAN



SCALE: 1/4" = 1'-0" (1:48)



1 DEMOLITION FLOOR PLAN
A210 SCALE: 1/4" = 1'-0" REF: A001

GENERAL NOTES

AGENCY APPROVAL

CLIENT

BUILDER

REVISIONS

Date Description

LEGEND

- (E) EXISTING
- (N) NEW
- ===== (E) WALL
- (E) WALL
- DEMO (E) WALL
- DEMO (E) DOOR AND FRAME

KEYNOTES

PREPARED FOR THE
SAN BERNARDINO
COUNTY
PRESCHOOL SERVICES

PREPARED BY
SILLMAN
7515 Metropolitan Dr., Suite 400
San Diego, CA 92108
T 619.294.7515
F 619.294.7592
www.sillmanarch.com

PROJECT NAME
HEADSTART PRESCHOOL EXPANSION

PROJECT ADDRESS
1183 N CRESTVIEW AVENUE, SAN
BERNARDINO, CA 92410

PROJECT NO. 0000 A.P.

DATE 03/05/2008 Author
Checker

SHEET NAME
DEMOLITION
FLOOR PLAN

SHEET NO.
A210

KEYPLAN

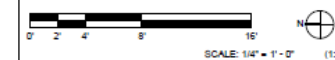
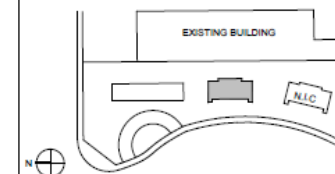


EXHIBIT "K"

OHS LEASE RIDER

This Lease RIDER ("Rider"), made as of **May 20, 2025**, by and between **Housing Authority of the County of San Bernardino** ("Lessor"), **San Bernardino County** ("Tenant"), and United States Department of Health and Human Services, Administration for Children and Families ("HHS/ACF") attaches to the lease between Lessor and Recipient/Grantee entered into on **May 20, 2025**, for the real property located at **1151 North Crestview Avenue, Buildings A and B, and 1163 North Crestview Avenue, San Bernardino, CA 92410** ("Lease"). HHS/ACF is not a party to the attached Lease, but joins in execution of this document solely to evidence its consent to the provisions hereof.

WITNESSETH:

WHEREAS, Lessor is the owner of real property located at 1151 North Crestview Avenue, Buildings A and B, and 1163 North Crestview Avenue, San Bernardino, CA 92410 and described in Exhibit A attached hereto and hereby incorporated into this Rider (the "Property");

WHEREAS, On _____, the United States Department of Health and Human Services, Administration for Children and Families ("HHS/ACF") awarded Grant Number _____ in the amount of _____ to Tenant for the purpose of operating a Head Start facility in San Bernardino.;

WHEREAS, Tenant has agreed to lease the above-described Property ("Leased Premises") from Lessor for the purpose of operating a Head Start facility, pursuant to a lease, a copy of which is attached hereto as Exhibit B (the "Lease"), which establishes a leasehold interest (the "Leasehold") for the benefit of the Tenant;

WHEREAS, HHS/ACF has approved Tenant's planned use of its award of Head Start grant for placement of a modular unit on Leased Premises or to fund leasehold improvements on the Leased Premises, which consist of either construction of a facility on the Property or major renovation of the Leased Premises (the "Improvements"), and;

WHEREAS, HHS/ACF has and will continue to have a Federal Interest (defined below) in the Leasehold and Improvements because the Tenant has used Federal grant funds awarded by HHS/ACF to place a modular unit on the Leased Premises or make Improvements to the Leased Premises. The Federal Interest includes any future HHS/ACF awards made for Improvements to the Leasehold.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. **Definitions**: Under this Rider, the following terms are defined as follows:

- (a) **Event of Default**: The term "Event of Default" means an event of default under the Lease.
- (b) **Federal Interest**: The term "Federal Interest," in the context of the Lease, is the interest of HHS/ACF in the Leasehold that secures the remaining value of the Improvements.
- (c) **Lessor**: The term "Lessor" means and/or its heirs, assignees, and successors under this Rider and the Lease.
- (d) **Modular Unit**: The term "Modular Unit" means a portable prefabricated structure made at another location and moved to a site for use by a Head Start recipient/grantee to carry out a Head Start program, regardless of the manner or extent to which the modular unit is attached to the underlying real property.
- (e) **Parties**: The term "Parties" shall refer to Lessor, Tenant, and their respective heirs, successors, and assignees under this Rider and the Lease.
- (f) **Tenant**: The term "Tenant" means and/or its heirs, assignees, and successors under this Amendment and the Lease.

2. Federal Interest.

- (a) This Lease Rider evidences a Federal Interest in the Leasehold that secures the right of the federal awarding agency to recover the remaining value of the Improvements in the event that a lease is terminated prior to expiration of its full term, including costs associated with relocation or replacement of a modular unit following such termination.
- (b) The Federal Interest in the Leasehold of a facility on which the Tenant has made major renovations with Federal Head Start funds or placement of a modular unit on the Leased Premises continues for a period of at least 15 years and the Federal Interest in the Leasehold of land on which the Tenant has constructed a facility with Federal Head Start funds continues for a period of at least 30 years notwithstanding any termination of the lease prior to completion of its original term.
- (c) In the event of termination prior to completion of the original term of the Lease, the value of the Improvements will be determined by applying the remaining term of the Lease expressed as a percentage of the entire term and applying the resulting percentage to the amount of Federal Head Start funds awarded to the Recipient/Grantee for the Improvements. The value of the Improvements at the time of termination and any costs associated with relocation or replacement of a modular unit following such termination is subject to disallowance at the discretion of the awarding agency.

3. Tenant's Obligations.

- (a) The Tenant agrees not to sublease, assign, or otherwise transfer the Leased Premises, or use the Leased Premises for any non-grant purpose, without the express written approval of the responsible HHS/ACF official.
- (b) The Tenant agrees to provide HHS/ACF with notice:
 - (1) Of any Event of Default by the Tenant, on the date of the discovery of such Event of Default; and/or
 - (2) That the Lessor has notified the Tenant of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that the Tenant receives such notice from the Lessor.

4. Lessor's Promise To Notify HHS/ACF.

The Lessor agrees to provide HHS/ACF with notice:

- (a) Of any Event of Default by the Tenant, as soon as the Lessor first knows of such default;
- (b) That the Lessor intends to exercise its remedy of cancellation, termination, and/or any other remedy, on the day that Lessor notifies the Tenant that it intends to exercise such remedy or remedies;
- (c) That the Lessor intends to mortgage the Leased Premises; and/or
- (d) Of any lien or other encumbrance affecting title that has been attached to the Leased Premises, as soon as practicable after Lessor first knows of any such lien or other encumbrance affecting title.

5. Addresses For Notification To HHS/ACF.

Whenever notice to HHS/ACF is required under this Rider, the Lessor and the Tenant promise to provide both telephonic and written notification (by registered mail, return receipt requested) to the following HHS/ACF offices, or to their successors:

- (a) Jennifer Curtiss
Office of Grants Management
Administration for Children and Families
U.S. Department of Health and Human Services
601 East 12th, Suite 3
Kansas City, MO 64106
Telephone Number: 816-426-2991
- (b) Tala Hooben
Director, Office of Head Start
Administration for Children and Families
330 C St., S.W.
Washington D.C. 20201
Telephone Number: 202-401-3441
- (c) Office of the General Counsel, Children, Families, and Aging Division
United States Department of Health and Human Services
330 Independence Avenue, S.W., Rm. 4276
Washington, DC 20201
Telephone Number: (202) 690-8005

In addition, if the offices listed above have a change of name, address, and/or telephone number, the Lessor and the Tenant further agree to take all reasonable action necessary to discover and notify the appropriate government offices listed in this section.

6. Contents of Notification to HHS/ACF.

The Lessor and the Tenant agree to include the following information in the written notice to HHS/ACF whenever such notice is required under this Rider:

- (a) The full names, addresses, and telephone numbers of the Lessor and the Tenant and the address of the Leased Premises;
- (b) The following statement, prominently displayed at the top of the first page of the notice:

The Federal Interest in certain real property or equipment purchased or improved by the Office of Head Start may be at risk. Immediately give this notice to the appropriate government official.
- (c) The date and the nature of the default and the manner in which the default may be cured and/or an explanation of other circumstances that required the notice;
- (d) In the event that the Lessor will be exercising the remedy of cancellation, termination, and/or other remedies, the date or expected date of the cancellation and/or exercise of any remedy or remedies.
- (e) Of any notice of foreclosure or other action to enforce a remedy against the Leased Premises by a third party on the day that Lessor receives notice of such foreclosure or other action.

7. Tenant's Promise to Notify Lessor of Changes in HHS/ACF's Address.

The Tenant agrees to give the Lessor written and telephonic notice of any change of name, address, and/or telephone number of an HHS/ACF office listed in Section 5. If one or more of the HHS/ACF offices listed in Section 5 stops operating, the Tenant agrees to give the Lessor written and telephonic notice of the name, address, and telephone number of the succeeding Federal office(s) to which notice must be given.

8. HHS/ACF's Rights in Event of The Tenant's Default.

If an Event of Default occurs, the Parties agree that HHS/ACF may intervene to ensure that the default is cured by the Tenant, HHS/ACF, or another entity designated by HHS/ACF and that the Lessor shall accept the payment of money or performance of any other obligation by HHS/ACF or its designee, for the Tenant, as if such payment of money or performance had been made by the Tenant. In the event of default, HHS/ACF or its designee has the right to take possession of any modular unit on the leased property and remove it to another location. Unless otherwise specified in Section 8, HHS/ACF shall have sixty (60) days from the date of receipt of notice of the default that has been served in full compliance with Sections 4 through 7 above in which to intervene and to attempt to cure the default. If HHS/ACF fails to respond to any notice of default from Lessor, HHS/ACF's Federal Interest and the Tenant's obligation to repay the remaining value of the Improvements are preserved pursuant to 45 C.F.R. § 1303.49(a)(4).

9. Special Period for Curing Certain Non-Monetary Defaults.

With respect to non-monetary defaults that cannot with due diligence be cured within sixty (60) days from the date of receipt of notice of default that has been served in full compliance with Sections 4 through 7 above, if Tenant, HHS/ACF, or another entity designated by HHS/ACF promptly commences to cure the default within the sixty (60) day period and thereafter continues to attempt to cure the it with due diligence, then the party attempting to cure the default shall have the right to such additional time as may be reasonably necessary to finish curing the default.

10. Delay of Exercise of Remedies Pending Cure.

In the event of a default under the Lease, Lessor agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect ownership or possession of the Leased Premises until after (i) HHS/ACF has been properly served, in full compliance with Sections 4 through 7, with notice of default and intent to exercise remedies, and (ii) one of the following events has occurred:

- (a) The responsible HHS/ACF official informs the Lessor in writing that HHS/ACF has decided not to cure the default; or
- (b) HHS/ACF fails to timely cure the default within the period of time set forth in Sections 8 or 9.

11. HHS/ACF's Right to Substitute Another Entity Under the Lease.

Notwithstanding any other provision of this Rider or the Lease, the Parties recognize and hereby consent that, in an Event of Default, or the withdrawal or termination of the Tenant from the Federal grant, the Lease may be assumed by an entity designated by HHS/ACF. The Lessor will have the right to approve the entity HHS/ACF designates to assume the Lease, but such approval will not be withheld except for good cause and will not be unreasonably delayed. Any interim or replacement recipient/grantee must, as a precondition to its occupancy of the Leased Premises, execute an Assumption Agreement approved by Lessor and HHS/ACF.

12. Tenant Shall Cooperate With Substitution.

The Tenant covenants and agrees that, in the event HHS/ACF designates another entity, either on an interim or permanent basis, to assume the Tenant's rights, obligations, and liabilities under the grant and the Lease, the Tenant will relinquish to such designee possession and all property interests that the Tenant might have in the Leased Premises, subject to any compensation to which the Tenant may be entitled.

13. Substitution by HHS/ACF Shall Not Constitute an Event of Default.

Notwithstanding any other provisions of this Rider or the Lease, the Parties agree that any substitution of recipients/grantees by HHS/ACF, either on an interim or permanent basis, shall not constitute a default under this Rider or an Event of Default. The Parties further agree that any such substitution by HHS/ACF that is made in accordance with this Rider shall not trigger termination of the Lease or any other remedy under this Rider or the Lease.

14. Notice of Federal Interest in the Leasehold.

This Rider also serves to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the Property of the Federal Interest in the Leasehold.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §§ 9831-9852c, 45 C.F.R. Parts 75 and 1303, and relevant decisions of the United States courts, the restrictions on the use of the Leased Premises include, but are not limited to, the following:

- (a) The Leased Premises may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- (b) Leased Premises may not be encumbered, used as collateral, sold or otherwise transferred by the Tenant to another party without the written permission of the responsible HHS/ACF official.
- (c) The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

Further information regarding the Federal Interest in the Leasehold can be obtained from the HHS/ACF Regional Office of Grants Management, at the address provided in Section 5(a).

15. Binding on Heirs, Successors And Assigns.

This Rider shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of each Party but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Rider.

16. Entire Agreement.

This Rider constitutes the entire agreement among the Parties regarding the Federal Interest in the Leasehold, and any other statement, promise, representation or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Rider shall not be enforceable.

17. Integration and Modification.

No modification, waiver, amendment, or discharge of this Rider shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought. No provision of this Rider shall be modified or limited by course of conduct or usage of trade except by an executed written agreement. In the event of a conflict between this Rider and the Lease, the terms of this Rider shall govern.

18. Severability.

In the event that any of the agreements, terms, or provisions contained in this Rider shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining agreements, terms, and provisions contained herein shall not be in any way affected, prejudiced, or disturbed.

19. Knowing and Voluntary Agreement.

The Parties have entered into this Rider voluntarily and with a complete and thorough understanding of its terms, meaning, and effect. Each of the undersigned is signing the Rider voluntarily and freely, without coercion, having had the opportunity to read and raise questions about its meaning prior to signing.

20. Counterparts.

This Rider may be executed in any number of counterparts and by different parties in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

21. Due Authorization.

The persons executing this Rider on behalf of a Party represent and warrant to the other Party that he or she has been duly authorized by such Party to so execute this Rider.

IN WITNESS WHEREOF, the Parties have executed this Rider pursuant to authority duly given, as of the date first above written.

[Signature pages follow.]

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

Signature: _____

Title

Name

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO COUNTY

On this _____, 2025, the undersigned, a Notary Public in and for said State, personally appeared, _____, _____ of _____, personally known to me on the basis of satisfactory evidence to the individual, whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal

Notary Public signature

Commission Expires: _____

SAN BERNARDINO COUNTY



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
San Bernardino County

By _____

Deputy

**UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES**

Signature: _____

Grants Management Officer

On this , before me, the undersigned, a Notary Public in and for said , personally appeared , of the United States Department of Health and Human Services, Administration for Children and Families, personally known to me on the basis of satisfactory evidence to the individual, whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal

Notary Public signature

Commission Expires: _____

EXHIBIT A

The property legal description from public records is:

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