



Contract Number

10-752 A2

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of Loma Linda
Contractor Representative	T. Jarb Thaipejr
Telephone Number	(909) 799-2811
Contract Term	9/16/2009 – 2/15/2031
Original Contract Amount	15,220.00
Amendment Amount	6,740.00
Total Contract Amount	21,960.00
Cost Center	1930002526
GRC/PROJ/JOB No.	38002734
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Flood Control District (“DISTRICT”), and City of Loma Linda (“LICENSEE”), as licensee, entered into a License Agreement, Contract No. 10-752 dated July 27, 2010, as amended on February 9, 2021 (Collectively, the “License”) wherein the LICENSEE has agreed to license certain real property from the DISTRICT for a term expiring on February 15, 2026; and,

WHEREAS, the DISTRICT and LICENSEE now desire to amend the License Agreement, to reflect LICENSEE’s exercise of the second of four five-year options to extend the license term until February 15, 2031 (the “Second Amendment”).

NOW, THEREFORE, in consideration of mutual covenant and conditions, the parties hereto agree to License Agreement, Contract No. 10-752 is amended as follows:

1. Effective February 16, 2026, pursuant to LICENSEE’s exercise of its second of four, 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**: The term of the License shall be extended for five (5) additional years, from February 16, 2026 through February 15, 2031 (the “Second Extended Term”).

2. Effective February 15, 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 fee in advance on the first day of each year, during the Second Extended Term. The fee amount shall be subject to an annual adjustment, based upon a four percent (4%) increase, rounded, as provide below:

February 16, 2026 through February 15, 2027 – annual payment of \$1,244
February 16, 2027 through February 15, 2028 – annual payment of \$1,294
February 16, 2028 through February 15, 2029 – annual payment of \$1,346
February 16, 2029 through February 15, 2030 – annual payment of \$1,400
February 16, 2030 through February 15, 2031 – annual payment of \$1,456

B. In addition to the fee payable pursuant to Paragraph 4.A., LICENSEE shall pay to DISTRICT an annual inspection fee in advance on the first day of each license year during the Second Extended Term for the annual inspection of the Premises by the DISTRICT. The annual inspection fee payable shall be equivalent to the Annual Inspection Fee shown on the District's Schedule of Fees Ordinance then in effect.

C. If any fee is not paid when due and payable, LICENSEE shall pay to DISTRICT an additional One hundred and 00/100 Dollars (\$100.00) 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.

3. 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.

4. 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 Second Amendment, the provisions and terms of this Second Amendment shall control.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

END OF SECOND AMENDMENT.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

City of Loma Linda

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

► _____
Dawn Rowe, Chair

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 T. Jarb Thaipejr
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board

Title City Manager
(Print or Type)

By _____
Deputy

Dated: _____

Address 2554 Barton Road
Loma Linda, CA 92354

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 _____