



Contract Number

07-148 A1

SAP Number

**San Bernardino County
Flood Control District**

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	San Bernardino Valley Municipal Water District
Contractor Representative	Cindy Saks
Telephone Number	(909) 387-9200
Contract Term	3/1/2006 – 4/30/2036
Original Contract Amount	\$95,274
Amendment Amount	\$85,281.34
Total Contract Amount	\$180,555.34
Cost Center	1920002522
GRC/PROJ/JOB No.	38002608
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County Flood Control District (“DISTRICT”), and San Bernardino Valley Municipal Water District (“LICENSEE”) entered into a License Agreement, Contract No. 07-148 dated February 27, 2007 (Collectively, “the License”) wherein the LICENSEE has 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 period of two (2) months from March 1, 2026 to April 30, 2026, with DISTRICT’s express consent, and extend the agreement following said holdover, by exercising the first of three ten-year options to extend the license term from May 1, 2026 through April 30, 2036 (the “First Extended Term”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree that License Agreement, Contract No. 07-148, is amended as follows:

1. Pursuant to **Paragraph 14, 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 two (2) months for the period of March 1, 2026, to April 30, 2026, for the total amount of \$1,123.34.

2. Effective May 1, 2026, pursuant to LICENSEE's exercise of its first of three ten-year options to extend the term under **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 said license shall be extended ten (10) additional years from May 1, 2026, through April 30, 2036 (the "First Extended Term").

3. Effective May 1, 2026, DELETE in its entirety the existing **Paragraph 4, FEES**, and SUBSTITUTE therefore the following as a new **Paragraph, FEES**:

4. **FEES**:

A. LICENSEE shall pay to DISTRICT the following annual rental payments in advance on the first day of each year, commencing on the first day of the term, continuing during the term: The annual rental amount shall be subject to annual adjustments on the anniversary of the Commencement Date and each year thereafter based on a four percent (4%) increase as provided below:

Date	Annual Rent
May 1, 2026 – April 30, 2027	\$7,010
May 1, 2027 – April 30, 2028	\$7,290
May 1, 2028 – April 30, 2029	\$7,582
May 1, 2029 – April 30, 2030	\$7,885
May 1, 2030 – April 30, 2031	\$8,200
May 1, 2031 – April 30, 2032	\$8,528
May 1, 2032 – April 30, 2033	\$8,869
May 1, 2033 – April 30, 2034	\$9,224
May 1, 2034 – April 30, 2035	\$9,593
May 1, 2035 – April 30, 2036	\$9,977

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 First 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 First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First 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 First 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 First Amendment, the provisions and terms of this First Amendment shall control.

END OF FIRST AMENDMENT

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►

Dawn Rowe, Chair

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

By _____
Deputy

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

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

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

Name Cindy Saks
(Print or type name of person signing contract)

Title Chief Financial Officer & Deputy General Manager
(Print or Type)

Dated: _____

Address 380 East Vanderbilt Way
San Bernardino, CA 92408

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 _____