

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**  
20-932 A1

**SAP Number**

## Department of Human Services

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	The Salvation Army, a California Corporation
<b>Contractor Representative</b>	Steven Pinckney
<b>Telephone Number</b>	909-792-8818
<b>Contract Term</b>	
<b>Original Contract Amount</b>	\$2,700,000
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$2,700,000
<b>Cost Center</b>	62100001000
<b>GRC/PROJ/JOB No.</b>	
<b>Internal Order No.</b>	
<b>Grant Number (if applicable)</b>	

**Briefly describe the general nature of the contract:** First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions (First Amendment) to clarify differing terms between two originals of the Purchase and Sale Agreement and Joint Escrow Instructions (PSA), which were signed in counterpart, leading to the discrepancies. The PSA was for the acquisition of approximately 6.82 acres of land improved with six residential buildings totaling 15,797 square feet [Assessor's Parcel Numbers (APNs) 1191-141-36, 37, 38, 40 and 42] located at 2626 & 2634 East Pacific Street in the City of San Bernardino (Property), for the purchase price of \$2,700,000 plus escrow and title fees estimated to be \$6,000, to implement a County-led acquisition project using HomeKey Program grant funding, in accordance with Government Code Section 25350. The First Amendment clarified Paragraphs 1.4, 2.1, 7.1, and 9.

### FOR COUNTY USE ONLY

Approved as to Legal Form

► See Signature Page

Robert Messinger, Principal Assistant County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Brandon Ocasio, Real Property Manager, RESD

Date \_\_\_\_\_

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "First Amendment") is entered into by and between **The Salvation Army, a California corporation ("SELLER")** and **County of San Bernardino, a public body, corporate and politic ("BUYER")**, effective as of the date the last party hereto executes this First Amendment ("Effective Date"). Seller and Buyer are, at times, referred to herein, collectively, as the "Parties."

**RECITALS:**

WHEREAS, the Parties entered into that certain PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS, dated October 6, 2020 (the "Agreement"), for the sale of certain real property, comprising approximately 6.82 acres improved with residential facilities totaling approximately 15,797 square feet, with an address of 2626 & 2634 E. Pacific Street, San Bernardino, CA 92346 (APNs 1191-141-36, 1191-141-37, 1191-141-38, 1191-141-40, and 1191-141-42) ("PROPERTY"), from Seller to Buyer; and

WHEREAS, subsequent to execution, the Parties identified that the respective versions of the Agreement, signed in counterpart, differed as to certain terms and provisions; and

WHEREAS, the Parties desire to clarify said differing terms and provisions to reflect their full, complete, and accurate intentions.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Paragraph 1.4** of the Agreement, is restated and clarified as follows:

Within ten (10) business days following the Effective Date of this Agreement, BUYER shall deliver to Golden State Escrow, Attn: Kellie Linderman, 1421-1 East Cooley Drive, Colton, CA 92324, ("Escrow Holder") an executed copy of this Agreement.

3. **Paragraph 2.1 Inspections**, of the Agreement, is restated and clarified as follows:

"BUYER and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**BUYER's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical, and environmental inspections and tests. The "**Due Diligence Period**" shall mean the forty (40) calendar day period following the Effective Date. All inspections shall be performed by BUYER at BUYER's sole cost and expense. Within five (5) days after the Effective Date, SELLER shall deliver to BUYER copies of all plans, surveys, specifications, studies, reports, test results, and other documents pertaining to

the physical, geological, or environmental condition of the Property that is in the possession of SELLER ("Property Documents"). BUYER acknowledges that SELLER has not made nor makes any warranty or representation regarding the truth, accuracy, or completeness of the Property Documents or the source(s) thereof. SELLER has not undertaken any independent investigation as to the truth, accuracy, or completeness of the Property Documents and any Property Documents it provides to BUYER are provided solely as an accommodation to BUYER and it is BUYER's responsibility to verify the accuracy, completeness, and veracity of the Property Documents. SELLER expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact, and other matters contained in such information, or for omissions from the Property Documents, or in any other written or oral communications transmitted or made available to BUYER. BUYER shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental, and economic condition including the presence of Hazardous Materials, compliance or lack of compliance with any law, ordinance, order, permit, or regulation or any other attribute or matter relating thereto"

4. **Paragraph 7.1 Notices**, of the Agreement, is restated and clarified as follows:

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To SELLER:                   The Salvation Army, a California Corporation  
Attn: Territorial Property Secretary  
30840 Hawthorne Blvd.  
Rancho Palos Verdes, California 90275

The Salvation Army, a California Corporation  
Attn: Divisional Secretary for Business  
16941 Keegan Ave.  
Carson, CA 90746

To BUYER:                   County of San Bernardino  
Real Estate Services Department  
385 North Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0180

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

5. **Paragraph 9. BOARD OF DIRECTORS APPROVAL**, of the Agreement, is restated and clarified as follows:

The effectiveness of this and any other agreement for the purchase and sale of the property is expressly conditioned on the approval of the Board of Directors of The Salvation Army, a California corporation. Buyer and Seller understand and agree that until such approval is provided, in writing, there shall be no obligation on the part of either party.

6. Except as otherwise amended in this First Amendment, all other provisions of the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.

7. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute the same document.

[SIGNATURES ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO FIRST AMENDMENT]

IN WITNESS WHEREOF, the Parties hereto have duly executed this First Amendment as of the Effective Date.

**SELLER:**

**THE SALVATION ARMY, a CA CORP.**

By: 

Title: Divisional Secretary for Business

Date: 11/03/2020

**BUYER:**

**COUNTY OF SAN BERNARDINO**

By: 

Title: Director, Real Estate Services

Date: 11/9/2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD.

Laura H. Welch,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM.

Michelle D. Blakemore, County Counsel  
San Bernardino County, California

By: 

Robert Messinger  
Principal Assistant County Counsel

Date: 11/6/20



## County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

**Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.**

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

**For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.**

Department/Agency/Entity: San Bernardino County Real Estate Services Department

Contact Name: Brandon Ocasio Telephone: (909) 659-4676

Agreement No.: 20-932 Amendment No.: 1 Date of Board Item 10/6/20 Board Item No.: 33

Name of Contract Entity/Project Name: Human Services / Acq of a Residential Care Facility for the HomeKey Program

**Explanation of request/Special Instructions:**

On October 6, 2020 (Item No. 33), the County's Board of Supervisors (Board) approved a Purchase and Sale Agreement and Joint Escrow Instructions (PSA) for the purchase of property at 2626 & 2634 East Pacific Street in San Bernardino. Pursuant to Recommendation No. 3, the Board authorized the Director of the Real Estate Services Department (RESO) to execute amendments to the PSA except those that affect the purchase price. Such amendments shall be delivered to the Clerk of the Board (COB) within 30 days of execution. Per Board-delegated authority, the RESO Director signed a First Amendment to the PSA on 11/9/20, which did not affect the purchase price. However, RESO inadvertently did not submit the executed amendment to COB and is doing so now.

**Insert check mark that the following required documents are attached to this request:**

- ☐ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☒ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Agnes Cheng	Date Sent: 3/13/2025
Reviewing County Counsel Use Only	Review Date <u>3/13/2025</u>  <u>Agnes Cheng</u> Signature	Determination: <u>X</u> Within Scope of Delegated Authority ____ Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>3/24/2025</u>  <u>Maura Cullen</u> Signature	Disposition: <u>X</u> Route for signature to: ____ Chair ____ CEO <u>X</u> Department ____ Return to Department for preparation of agenda item