



Contract Number

17-278 A4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of Barstow
Contractor Representative	Rochelle Clayton, City Manager
Telephone Number	(760) 979-7979
Contract Term	6/1/17 – 8/31/2026
Original Contract Amount	\$15,596.00
Amendment Amount	\$22,789.28
Total Contract Amount	\$38,385.28
Cost Center	7810001000
GRC/PROJ/JOB No.	61003726
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of Barstow ("LANDLORD"), as landlord, entered into a Lease Agreement No. 17-278 dated May 23, 2017, as amended by the First Amendment dated May 1, 2018, the Second Amendment dated June 25, 2019, and the Third Amendment dated April 21, 2020 (collectively, the "Lease"), wherein LANDLORD leases certain premises, comprising approximately 401 square feet, identified as Suite 212, located at 681 North First Street, Barstow, CA to the County, which Lease expired on June 30, 2021, and has continued on a month-to-month holdover on the same terms and conditions of the Lease with LANDLORD's express consent; and,

WHEREAS, the COUNTY and LANDLORD desire now to amend the Lease to reflect the COUNTY's exercise of one of the two (2) existing one-year options to extend the term of the Lease for the period of September 1, 2025, through August 31, 2026, adjust the monthly rental payment and amend certain other provisions of the Lease as more specifically set forth in this amendment ("Fourth Amendment").

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

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall with LANDLORD's express consent occupy the Premises on a holdover tenancy for the period of July 1, 2021 through August 31, 2025, for a total amount of \$16,121 calculated as \$329 per month.

2. Effective September 1, 2025, pursuant to COUNTY's exercise of one of the two existing one-year options to extend the term of the Lease set forth in **Paragraph 6, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM**, which shall read as follows:

3. **TERM:** The term of the Lease shall be extended for one (1) year, commencing on September 1, 2025 and expiring on August 31, 2026 ("Fourth Extended Term").

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

4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month, during the Fourth Extended Term for the Premises, as more specifically reflected and included in the amounts set forth below:

September 1, 2025 through August 31, 2026 – monthly payments of \$555.69

The parties agree that all parking spaces provided under this Lease are at no additional cost to the COUNTY during the Fourth Extended Term and any further extended terms.

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account.

C. LANDLORD has registered through San Bernardino County's Electronic Procurement Network (ePro) system at <https://epro.sbcounty.gov/epro/> or SAP, whichever is the COUNTY's then current electronic procurement system.

4. Effective September 1, 2025, DELETE in its entirety the existing **Paragraph 25, NOTICES** (Amendment No. 1 incorrectly referred to LANDLORD'S ACCESS TO PREMISES as Paragraph 25 instead of Paragraph 24), and SUBSTITUTE therefore the following as a new **Paragraph 25, NOTICES**, which shall read as follows:

25. **NOTICES:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by United States mail, postage prepaid, certified or registered, return receipt requested or by reputable overnight courier. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by or United States mail, postage prepaid, certified or registered, return receipt requested or reputable overnight courier.

LANDLORD's address: CITY OF BARSTOW

220 E. Mt View Street, Suite A
Barstow, CA 92311-2839

COUNTY's address:

SAN BERNARDINO COUNTY
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

B. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the Premises, LANDLORD shall provide COUNTY with evidence of completion of transfer, including but not limited to a grant deed and an assignment of this Lease; in which case, the new property owner and COUNTY shall reflect by written amendment the new property owner as the successor landlord. In addition, the new property owner, as the successor landlord, shall, within five (5) days of acquiring the subject real property and becoming the successor landlord, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 17, INDEMNIFICATION** and **Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS**. The COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a COUNTY standard amendment to this Lease with any successor landlord solely for the purposes of reflecting the successor landlord as the LANDLORD under the Lease and to update the LANDLORD's notice address. The successor landlord's execution of such COUNTY standard amendment and submission of a valid W-9 are pre-requisites for Rents under this Lease to be paid to the successor landlord.

5. This Fourth Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be original, and such counterparts shall together constitute one and the same Fourth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fourth 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 Fourth Amendment upon request.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

6. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between the Lease and this Fourth Amendment, the terms and conditions of this Fourth Amendment shall control.

END OF FOURTH AMENDMENT.

SAN BERNARDINO COUNTY

CITY OF BARSTOW

►
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
of San Bernardino County

By _____
Deputy

By ► _____

Name Rochelle Clayton _____

Title City Manager _____

Dated: _____

Address 220 E. Mt. View, Suite A
Barstow, CA 92311-2839

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 _____