



Contract Number

04-960 A4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Baker Community Services District
Contractor Representative	Renee Jacobson, President
Telephone Number	(760) 733-4402
Contract Term	9/14/04 – 5/31/31
Original Contract Amount	\$ 20.53
Amendment Amount	\$ 6.17
Total Contract Amount	\$ 26.70
Cost Center	4434101000
GRC/PROJ/JOB No.	33001989
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Baker Community Services District ("LANDLORD"), as landlord, have previously entered into a Lease Agreement, Contract No. 04-960 dated September 14, 2004, as amended by the First Amendment dated October 20, 2009 and the Second Amendment dated May 6, 2014, and the Third Amendment dated March 24, 2020 (collectively, the "Lease"), wherein LANDLORD agreed to lease certain real property to the COUNTY, for a term that expired on March 31, 2025, and continuing on a permitted holdover period from April 1, 2025 through May 31, 2026; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the COUNTY's exercise of an option to extend the Lease term for five years through May 31, 2031, and to amend certain other terms of the Lease as 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. COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for a total of fourteen (14) months for the period of April 1, 2025, through May 31, 2026, on the same terms and conditions as existing in the Lease.

2. Pursuant to **Paragraph 8, HOLDOVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from April 1, 2025 through May 31, 2026 at an annual rental amount of \$1.00 per year for a total of \$1.17.

3. Effective June 1, 2026, pursuant to COUNTY'S exercise of the first of two five-year options to extend 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**:

3. **TERM**: The term of the Lease for the Premises shall be extended for five (5) years, commencing on June 1, 2026 and expiring on May 31, 2031 (the "Fourth Extended Term").

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

4. **RENT**: COUNTY shall pay to LANDLORD the annual rental payments, as more specifically set forth below, in advance on or before the first day of June of each year during the term of the Lease,

*April 1, 2025 - May 31, 2026	Holdover Payment of \$1.17
June 1, 2026 - May 31, 2027	Annual payment of \$1.00
June 1, 2027 - May 31, 2028	Annual payment of \$1.00
June 1, 2028 - May 31, 2029	Annual payment of \$1.00
June 1, 2029 - May 31, 2030	Annual payment of \$1.00
June 1, 2030 - May 31, 2031	Annual payment of \$1.00

*Holdover period

5. 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 Fourth Amendment, the terms and conditions of this Fourth Amendment shall control.

6. This 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this 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 Amendment upon request.

END OF FOURTH AMENDMENT.

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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

BAKER COMMUNITY SERVICES DISTRICT

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

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

Name Renee Jacobson

Title Board President
(Print or Type)

Dated: _____

Address P. O. Box 590

Baker, CA. 92309

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 _____