



ORIGINAL

Contract Number
10-991 A-3

SAP Number

Real Estate Services Department

Department Contract Representative
Telephone Number

Terry W. Thompson, Director
(909) 387-5252

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
GRC/PROJ/JOB No.
Internal Order No.

Consolidated Fire Agencies
Mike Bell
(909) 356-2377
9/1/2010 – 8/31/2020
\$ 96,909.60
\$298,969.00
\$395,878.60
78010001000
33002724

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as landlord, and Consolidated Fire Agencies ("TENANT"), as tenant, have previously entered into a lease Agreement, Contract No. 10-991 dated November 2, 2010 and amended by the First Amendment dated November 15, 2016, and the Second Amendment dated November 6, 2018 collectively the Lease ("Lease"), wherein COUNTY agreed to lease certain real property to TENANT for a term that is current scheduled to expire on August 31, 2020; and,

WHEREAS, COUNTY and TENANT desire now to amend the Lease to extend the term of the Lease five years pursuant to TENANT's exercise of the first of two five-year options to extend the term and to amend certain other terms and conditions of the Lease, as more specifically set forth in this amendment ("Third Amendment"); and,

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

1. Effective September 1, 2020, pursuant to TENANT's exercise of its option under Paragraph 3. TERM, DELETE in its entirety the existing Paragraph 3., TERM and SUBSTITUTE therefore a new Paragraph 3., TERM, to reflect the extended term and to confirm the one remaining five-year option to extend, which shall read as follows:

“3. **TERM:**

A. The term of the Lease shall be extended for five (5) years, commencing on September 1, 2020 and expiring on August 31, 2025 (“First Extended Term”).

B. COUNTY gives TENANT the option to extend the term of the Lease on the same provisions and conditions for one (1) five-year period (“extended term”) following expiration of the First Extended Term, by TENANT giving notice of its intention to exercise the option to COUNTY prior to the expiration of the preceding term.”

2. Effective September 1, 2020, DELETE in its entirety Paragraph 4., RENT and SUBSTITUTE therefore a new Paragraph 4., RENT which shall read as follows:

“4. **RENT:**

A. TENANT shall pay to COUNTY monthly rent in the amounts set forth below in advance on the first day of each month, commencing as of September 1, 2020, and continuing on the first day each month thereafter for the duration of the First Extended Term. All rent for the First Extended Term shall be paid to COUNTY at the address to which notices to COUNTY are given. COUNTY and TENANT agree that the monthly rent set forth in this Paragraph 4.A. includes: (i) rent for the Premises and use of the Parking Area on a non-exclusive, shared basis; (ii) the cost of utilities incurred by TENANT for the Building Area and the two modular office units on the Land Area, provided that the cost of utilities for the two modular office units on the Land Area shall be paid by COUNTY only if TENANT, at its sole cost, installs utility connections at each of the said modular office units; (iii) except as provided in Paragraph 11, the cost of certain basic custodial, basic operations and maintenance, and basic grounds maintenance services (collectively, the “Basic Services”) for the Building Area and the two modular office units on the Land Area, as the Basic Services are set forth in Exhibit “B” and Attachments 1-4, which services shall be provided by the COUNTY through its Facilities Maintenance Department or its contractor. For avoidance of doubt, the COUNTY shall have no obligation to provide any utilities or Basic Services to TENANT’s storage container on the Land Area.

September 1, 2020 – August 31, 2021 – Monthly payments of \$4,646.08

September 1, 2021 – August 31, 2022 – Monthly payments of \$4,808.66

September 1, 2022 – August 31, 2023 – Monthly payments of \$4,976.92

September 1, 2023 – August 31, 2024 – Monthly payments of \$5,151.07

September 1, 2024 – August 31, 2025 – Monthly payments of \$5,331.32

B. If any rent or any other sums due to COUNTY is not paid when due and payable, TENANT shall pay to COUNTY an additional Fifty and 00/100 Dollars (\$50.00) for each rent or other sums due to COUNTY as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by TENANT. Acceptance of any late charge shall not constitute a waiver of TENANT’s default with respect to the overdue rent or other sums due or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. Rent and other sums not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.”

3. Effective as of the date of this Third Amendment, ADD a new Paragraph 43, COUNTERPARTS, which shall read as follows:

“43. **COUNTERPARTS**. This Third 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 agreement. For purposes of this Third Amendment only, the parties shall be entitled to sign and transmit an electronic signature of this Third 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 execute and deliver to the other party an original signed Third Amendment upon request. Unless expressly otherwise set forth in an amendment, any subsequent amendments to the Lease shall be executed by original signatures only."

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

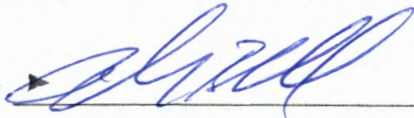
END OF THIRD AMENDMENT

COUNTY: COUNTY OF SAN BERNARDINO

TENANT: CONSOLIDATED FIRE AGENCIES

Curt Hagman, Chairman, Board of Supervisors

By



Dated: _____

Name Mike Bell

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

Title Director

(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

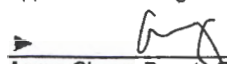
By _____

Deputy

Dated: 5-1-20

Address 1743 W. Miro Way, West End Building
Rialto, CA 92376

Approved as to Legal Form

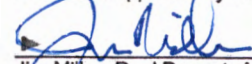

Agnes Cheng, Deputy County Counsel

Date 4/15/20

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department


Jim Miller, Real Property Manager, RESD

Date 6-17-2020