



**Contract Number**

08-431 A-6

**SAP Number**

## Real Estate Services Department

|   |                                |
|---|--------------------------------|
| <b>Department Contract Representative</b> | Terry W. Thompson, Director    |
| <b>Telephone Number</b>                   | (909) 387-5252                 |
| <b>Contractor</b>                         | City of Loma Linda             |
| <b>Contractor Representative</b>          | T. Jarb Thaipetr, City Manager |
| <b>Telephone Number</b>                   | (909) 799-2810                 |
| <b>Contract Term</b>                      | 11/1/24 – 10/31/27             |
| <b>Original Contract Amount</b>           | \$1,452,720.00                 |
| <b>Amendment Amount</b>                   | \$451,505.93                   |
| <b>Total Contract Amount</b>              | \$1,904,225.93                 |
| <b>Cost Center</b>                        | 7810001000                     |
| <b>GRC/PROJ/JOB No.</b>                   | 60002458                       |
| <b>Internal Order No.</b>                 |                                |
| <b>Grant Number (if applicable)</b>       |                                |

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of Loma Linda ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 08-431 dated June 3, 2008, and amended by the First Amendment dated December 4, 2012; the Second Amendment dated December 2, 2014; the Third Amendment dated December 20, 2016; the Fourth Amendment dated December 4, 2018; and the Fifth Amendment dated December 8, 2020; (collectively, the "Lease") wherein LANDLORD leases certain premises located at 25581 Barton Road, Loma Linda, CA, as more specifically set forth in the Lease; which expired dated December 31, 2023; and has continued on a permitted month to month holdover; and

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the parties' agreement to extend the term of the Lease for three (2) years and eleven (11) months from December 1, 2024 through October 31, 2027, add one (1) three-year option to extend the term of the Lease, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment (the "Sixth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective as of November 1, 2024, unless otherwise expressly provided herein, the parties hereto agree the Lease, is amended as follows:

1. Pursuant to Lease **Paragraph 7, HOLDING OVER**, COUNTY shall, with LANDLORD’S express consent granted herein, use the Premises on a month-to-month holdover term for the period of January 1, 2024, through November 30, 2024, for a total fee amount of \$104,434. **EXTEND** the term of the lease as provided in **Paragraph 3, TERM**, for two (2) years and eleven (11) months from December 1, 2024, through October 31, 2027 (the “Sixth Extended Term”).

2. Effective December 1, 2024, **DELETE** in its entirety the existing **Paragraph 4.a. RENT**, and **SUBSTITUTE** therefore the following as a new **Paragraph 4.a. RENT**:

4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month commencing when the Sixth Extended Term commences and continuing through the Sixth Extended Term, as more specifically reflected and included in the amounts set forth below:

| Lease Year                | Base Rent (6,081 SF) | Custodial (16,400 sf) | Regular Monthly Rental Payment |
|---------------------------|----------------------|-----------------------|--------------------------------|
| 12/1/2024 thru 10/31/2025 | \$7,783.75/month     | \$2,050.00/month      | \$9,833.75/month               |
| 11/1/2025 thru 10/31/2026 | \$7,864.87/month     | \$2,050.00/month      | \$9,914.87/month               |
| 11/1/2026 thru 10/31/2027 | \$7,943.52/month     | \$2,050.00/month      | \$9,993.52/month               |

3. **DELETE** in its entirety the existing **Paragraph 5, OPTION TO EXTEND TERM**, and **SUBSTITUTE** therefore the following as a new **Paragraph 5, OPTION TO EXTEND TERM**:

5. **OPTION TO EXTEND TERM:**

a. LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent (provided that monthly rent shall continue to be payable based on 6,081 square feet of the Premises), for one (1) three-year period (“extended term”) following expiration of the then current term, by COUNTY giving notice to exercise the option to LANDLORD on or prior to the expiration of the then current term or at any time during any holding over pursuant to **Paragraph 7, HOLDING OVER**. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased premises in San Bernardino County.

b. If the parties have been unable to agree on the fair market rental rate within five (5) months of COUNTY’s exercise of its option, said fair market rental rate (based on 6,081 square feet) shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then current term of the Lease and the determination of the fair market rental rate by arbitration, COUNTY shall continue to pay the monthly rent in effect for the month immediately preceding the expiration of the then current term of the Lease. If the fair market rental rate is determined by arbitration and COUNTY does not, for any reason, agree with such determination, COUNTY shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY’s receipt of the arbitration-determined fair market rental rate. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined fair market rental rate for the month immediately following COUNTY’s receipt of the arbitration-determined fair market rental rate and for the duration of the extended term. The parties agree to equally split the cost of the arbitration filing, hearing, and arbitrator fee; all other costs for the arbitration, including, but not limited to, any attorneys’ fees shall be the sole responsibility of each party.

4.. This Sixth 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 Sixth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Sixth Amendment (whether by facsimile, PDF, or other mail 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 Sixth Amendment upon request.

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 Sixth Amendment, the provisions and terms of this Sixth Amendment shall control.

**END OF SIXTH AMENDMENT.**

**SAN BERNARDINO COUNTY**

**CITY OF LOMA LINDA**

\_\_\_\_\_  
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 \_\_\_\_\_ Phillip Dupper

Title \_\_\_\_\_ Mayor

Dated: \_\_\_\_\_

Address 25541 Barton Road  
  
Loma Linda, CA 92354

Approved as to Legal Form

\_\_\_\_\_  
John Tubbs II, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

\_\_\_\_\_  
Date \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

\_\_\_\_\_  
Lyle Ballard, Real Property Manager, RESD

Date \_\_\_\_\_