



Contract Number

25-745 A1

SAP Number

Real Estate Services Department

Department Contract Representative Terry W. Thompson, Director
Telephone Number (909) 387-5000

Contractor Consolidated Fire Agencies
Contractor Representative Nathan Cooke
Telephone Number 909-356-2377
Contract Term Projected 4/1/2026 – 3/31/2046
Original Contract Amount \$10,442,358.92
Amendment Amount (-\$26,325.00)
Total Contract Amount \$10,416,033.92
Cost Center 7812001000
GRC/PROJ/JOB No. 89004651
Internal Order No.
Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

The following is Amendment No. 1 to the Lease Agreement No. 25-745 between the San Bernardino County ("COUNTY") and Consolidated Fire Agencies ("TENANT").

WHEREAS, San Bernardino County ("COUNTY"), as landlord, and Consolidated Fire Agencies ("TENANT"), as tenant, have entered into Lease Agreement No. 25-745 dated September 23, 2025 (the "Lease") wherein TENANT leases certain real property from COUNTY, approximately 18,652 square feet of office space within a portion of the County-owned Valley Communication Center to be located on APN #'s 027926117 (portion), 027927120 (portion), 027927117 (portion), and 027927116 (portion) in San Bernardino ("Property"), and,

WHEREAS, TENANT and COUNTY now desire to amend the Lease to modify the rent applicable to the Premises reflecting a temporary reduction of a portion of the Premises consisting of approximately 4,500 rentable square feet designated for use as TENANT's Dispatch Center ("Dispatch Center Premises"); and,

WHEREAS, the Dispatch Center Premises is currently under development and is anticipated to be substantially completed and ready for occupancy on or about September 1, 2026 ("Projected Occupancy Date"); and,

WHEREAS, TENANT and COUNTY desire TENANT to occupy a 14,152 square feet office portion of the Premises upon receipt of the Certificate of Occupancy and Lease Commencement Date; and

WHEREAS, COUNTY and TENANT desire to amend the Lease to provide a reduced rental rate which temporarily excludes the Dispatch Center Premises, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and TENANT agree as follows:

1. Effective as of March 10, 2026, DELETE in its entirety the existing **Paragraph 3. TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3. TERM** and ADD a new **EXHIBIT "C" COMMENCEMENT DATE CERTIFICATE** attached and incorporated herein:

3. TERM:

- a. The Lease Term shall commence on the date COUNTY receives the Certificate of Occupancy for the Premises (the "Commencement Date") and shall continue for twenty (20) years thereafter (the "Term"). If the Term begins prior to issuance of the Certificate of Occupancy due to COUNTY making the Premises available and TENANT providing written acceptance of early possession, the ending date of the Term shall remain unchanged. Rent for any partial month shall be prorated based on the actual number of days in the month.
- b. If the Commencement Date is subject to Improvements to be completed by a projected occupancy date, the Parties shall execute a Commencement Date Certificate, substantially in the form attached as Exhibit "C," confirming the actual Commencement Date, the actual Expiration Date, and any other pertinent terms. COUNTY shall prepare the Commencement Date Certificate, and TENANT shall execute and return it within ten (10) days of receipt. The Director of the Real Estate Services Department ("RESD") is authorized to execute the Commencement Date Certificate on behalf of COUNTY, provided the actual Commencement Date does not occur more than ninety (90) days after the projected occupancy date.
- c. A portion of the Premises identified as the "Dispatch Center Premises," as described in Exhibit "A-1," will be completed under a separate schedule of Improvements. Upon COUNTY's receipt of the Certificate of Occupancy (or comparable approval for occupancy) for the Dispatch Center Premises, COUNTY shall prepare a separate Dispatch Center Commencement Date Certificate specific to that portion of the Premises, confirming the commencement date, the corresponding Temporary Reduction Period expiration date, and any other pertinent terms ("Dispatch Center Commencement Date Certificate", substantially in the form of Exhibit "C"). TENANT shall execute and return the Dispatch Center Commencement Date Certificate within ten (10) days of receipt. The Director of RESD is authorized to execute the Dispatch Center Commencement Date Certificate on behalf of COUNTY, provided the commencement date for the Dispatch Center Premises does not occur more than ninety (90) days after the Projected Occupancy Date applicable to that portion of the Premises.

2. Effective as of March 10, 2026, ADD **subparagraphs (e) and (f)** to **Paragraph 4. RENT**, as follows:

- e. For the period projected to run from April 1, 2026 through August 31, 2026 (the "Temporary Reduction Period"), a temporary rent reduction shall apply to **Paragraph 4, RENT, Subsection (i) Office Rent** reflecting a rent reduction for the Dispatch Center Premises, as defined in **Exhibit "A-1"**, attached hereto and incorporated herein by reference. The temporary reduction totals Twenty-Six Thousand Three Hundred Twenty-Five Dollars (\$26,325.00), calculated at Five Thousand Two Hundred Sixty-Five Dollars (\$5,265.00) per month reduction from the monthly Office Rent, for the approximately 4,500 rentable square feet of Dispatch Center Premises. The Temporary Reduction Period shall begin on the Lease Commencement Date and shall expire upon the Dispatch Center Premises Projected Occupancy Date as stated per a separate Dispatch Center Commencement Date Certificate defined in Paragraph 3.c. TERM. Following the expiration of the Temporary Reduction Period, the Office Rent shall be adjusted based on actual

occupancy and prorated for any partial months, after which the full rent set forth in **Paragraph 4, RENT**, shall apply.

- f. Effective September 1, 2026, or upon full operational readiness of the Dispatch Center Premises as expressly dated in the Dispatch Center Commencement Date Certificate, base rent for the entire Premises shall automatically revert to the full rental rate otherwise applicable under the Lease, without further action or amendment by the parties. Except for the temporary rent reduction expressly set forth in this Amendment, all other rent, escalation provisions, and financial terms of the Lease shall remain unchanged and in full force and effect.

3. 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.

4. 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 Amendment, the terms of this Amendment shall control.

END OF FIRST AMENDMENT

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

CONSOLIDATED FIRE AGENCIES

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

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

Name Nathan Cooke
(Print or type name of person signing contract)

Title Interim Executive Director
(Print or Type)

Dated: _____

Address 1743 W. Miro Way
Rialto, CA 92376

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 _____

EXHIBIT "C"

COMMENCEMENT DATE CERTIFICATE

To: _____

Re: Lease Agreement No. 25-745

In accordance with the terms and conditions of the above referenced Lease, the parties hereby acknowledge and agrees to the following:

1. The Commencement Date of the Lease Term is _____.
2. The Expiration Date of the Lease Term is _____.
3. Monthly Rent commenced to accrue on _____, 20____, and the rent schedule during the Lease Term is as follows:

Year 1	_____	to	_____	Monthly Rent of \$	_____
Year 2	_____	to	_____	Monthly Rent of \$	_____
Year 3	_____	to	_____	Monthly Rent of \$	_____
Year 4	_____	to	_____	Monthly Rent of \$	_____
Year 5	_____	to	_____	Monthly Rent of \$	_____
Year 6	_____	to	_____	Monthly Rent of \$	_____
Year 7	_____	to	_____	Monthly Rent of \$	_____
Year 8	_____	to	_____	Monthly Rent of \$	_____
Year 9	_____	to	_____	Monthly Rent of \$	_____
Year 10	_____	to	_____	Monthly Rent of \$	_____
Year 11	_____	to	_____	Monthly Rent of \$	_____
Year 12	_____	to	_____	Monthly Rent of \$	_____
Year 13	_____	to	_____	Monthly Rent of \$	_____
Year 14	_____	to	_____	Monthly Rent of \$	_____
Year 15	_____	to	_____	Monthly Rent of \$	_____
Year 16	_____	to	_____	Monthly Rent of \$	_____
Year 17	_____	to	_____	Monthly Rent of \$	_____
Year 18	_____	to	_____	Monthly Rent of \$	_____
Year 19	_____	to	_____	Monthly Rent of \$	_____
Year 20	_____	to	_____	Monthly Rent of \$	_____

4. All other provision and terms of the Lease Agreement, Contract No 25-745, shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease, and this Commencement Date Certificate, the terms and conditions of this Commencement Date Certificate shall control.

TENANT:

COUNTY:

Date: _____

Date: _____