



**Contract Number**

04-1180 A2

**SAP Number**

## San Bernardino County Flood Control District

<b>Department Contract Representative</b>	Terry W. Thompson, Director Real Estate Services Department
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	City of Big Bear Lake Department of Water & Power
<b>Contractor Representative</b>	Nathan Statham CFO
<b>Telephone Number</b>	(909) 866-3693
<b>Contract Term</b>	9/1/2004 – 12/31/35
<b>Original Contract Amount</b>	\$15,293
<b>Amendment Amount</b>	\$14,626.72
<b>Total Contract Amount</b>	\$29,919.72
<b>Cost Center</b>	1960002540
<b>GRC/PROJ/JOB No.</b>	38002527
<b>Internal Order No.</b>	
<b>Grant Number (if applicable)</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Flood Control District (“DISTRICT”), and City of Big Bear Lake Department of Water & Power (“LICENSEE”) have previously entered into a License Agreement, Contract No. 04-1180 dated November 16, 2004 and as amended on June 17, 2014 (the “First Extended Term”) (Collectively, “the License”) wherein the Licensee agreed to license certain real property from the DISTRICT; and,

WHEREAS, the DISTRICT and LICENSEE now desire to amend the License Agreement to reflect a permitted month-to-month holdover of a total of sixteen (16) months from September 1, 2024 through December 31, 2025, with DISTRICT’s express consent, and following said holdover, to exercise of the second of four ten-year options to extend the license term until December 31, 2035 (the “Second Extended Term”);

NOW, THEREFORE, in consideration of mutual covenant and conditions, the parties hereto agree to License Agreement, Contract No. 04-1180 is amended as follows:

1. Pursuant to **Paragraph 15, HOLDING OVER**, LICENSEE shall, with DISTRICT’s express consent granted herein, use the Premises on a month-to-month holdover term for a total of sixteen (16) months from September 1, 2024 through December 31, 2025, at a monthly fee amount of \$88.67 per month.

2. Effective January 1, 2026, pursuant to LICENSEE's exercise of its option to extend in **Paragraph 3, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 2, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 2, TERM**:

2. **TERM:** The term of said license shall be extended an additional ten (10) years from January 1, 2026 through December 31, 2035 (the "Second Extended Term").

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

4. **FEES:**

A. LICENSEE shall pay annually to the DISTRICT One Thousand One Hundred Fifty-One Dollars 00/100 (\$1,151) payable each year during the term of the LICENSE.

B. If any fee is not paid when due and payable, LICENSEE shall pay to DISTRICT an additional Twenty-Five and 00/100 Dollars (\$25.00) for each fee due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount of prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Fees not paid when due shall bear simple interest from due at the rate of one and one-half percent (1½%) per month.

4. Effective January 1, 2026, DELETE in its entirety the existing **Paragraph 5, FEE ADJUSTMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 5, FEE ADJUSTMENTS**:

5. **FEE ADJUSTMENTS:** The annual fee shall be subject to a three percent (3%) annual increase during the term.

5. Effective January 1, 2026 DELETE in its entirety the existing **Paragraph 33, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 33, NOTICES**:

33. **NOTICES:** 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 prepaid, first-class mail. Any such 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. Notice shall be deemed communicated two (2) DISTRICT working days from the time of mailing if mailed as provided in this paragraph.

DISTRICT's Address: San Bernardino County Flood Control District  
Attention: Flood Control Engineer  
825 East Third Street  
San Bernardino, CA 92415-0835

LICENSEE's Adress: City of Big Bear Lake  
Department of Water & Power  
Attention: Water Superintendent  
41972 Garstin Drive #1929  
Big Bear Lake, CA 92315

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

7. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of conflict between the License and this Second Amendment, the provisions and terms of this Second Amendment shall control.

**END OF SECOND AMENDMENT.**

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

► \_\_\_\_\_  
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

By \_\_\_\_\_  
Deputy

CITY OF BIG BEAR LAKE DEPARTMENT OF WATER AND POWER

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

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

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

Title CFO  
*(Print or Type)*

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

Address 41972 Garstin Drive  
Big Bear Lake, CA 92315

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ John Tubbs II, Deputy County Counsel	► _____	► _____ John Gomez, Real Property Manager, RESD
Date _____	Date _____	Date _____