



Contract Number

06-800 A2

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Cucamonga Valley Water District
Contractor Representative	John Bosler
Telephone Number	(855) 654-2893
Contract Term	6/1/2005 – 2/28/2031
Original Contract Amount	174,657.45
Amendment Amount	71,135.00
Total Contract Amount	245,792.45
Cost Center	1910002518
GRC/PROJ/JOB No.	38002870
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Flood Control District (“DISTRICT”), and Cucamonga Valley Water District (“LICENSEE”), as licensee, entered into a License Agreement, Contract No. 06-800 dated August 1, 2006, as amended on November 20, 2007 (the “First Amendment”) (Collectively, “the License”) wherein the LICENSEE has agreed to license certain real property from the DISTRICT; and,

WHEREAS, the DISTRICT and LICENSEE now desire to extend the License Agreement, to reflect a permitted month-to-month holdover of a total of nine (9) months from June 1, 2025 through February 28, 2026, with DISTRICT’s express consent, and following said holdover, to reflect LICENSEE’s exercise of the first of two five-year options to extend the LICENSE term until February 28, 2031 (the “First Extended Term”);

NOW, THEREFORE, in consideration of mutual covenant and conditions herein contained, the parties agree that LICENSE Agreement No. 06-800 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 nine months for the period of June 1, 2025 through February 28, 2026, for a total amount of \$8,805.

2. Effective March 1, 2026, pursuant to LICENSEE’s exercise of its first of two, five-year options 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 the License shall be extended for five (5) years, from March 1, 2026 through February 28, 2031 (the “First Extended Term”).

3. Effective March 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 to DISTRICT the following annual rental payments in advance on the first day of each year, commencing March 1, 2026, and continuing during the term:

March 1, 2026 thru February 28, 2027 – annual payment of \$11,740
March 1, 2027 thru February 28, 2028 – annual payment of \$12,092
March 1, 2028 thru February 29, 2029 – annual payment of \$12,455
March 1, 2029 thru February 28, 2030 – annual payment of \$12,829
March 1, 2030 thru February 28, 2031 – annual payment of \$13,214

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 or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Fees not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.

4. 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.

5. 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.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

END OF SECOND AMENDMENT.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►

Dawn Rowe, Chair

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

By _____
Deputy

Cucamonga Valley Water District

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

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

Name John Bosler
(Print or type name of person signing contract)

Title General Manager
(Print or Type)

Dated: _____

Address 10440 Ashford Avenue
Rancho Cucamonga, CA 91729

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 _____