



Contract Number

17-278 A5

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of Barstow
Contractor Representative	Rochelle Clayton, City Manager
Telephone Number	760-979-7979
Contract Term	6/1/2017 – 8/31/2027
Original Contract Amount	\$38,385.28
Amendment Amount	\$6,801.60
Total Contract Amount	\$45,186.88
Cost Center	7810001000
GRC/PROJ/JOB No.	61003726
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of Barstow ("LANDLORD"), as landlord, entered into a Lease Agreement No. 17-278 dated May 23, 2017, as amended by the First Amendment dated May 18, 2018, the Second Amendment dated June 25, 2019, the Third Amendment dated April 21, 2020, and the Fourth Amendment dated August 5, 2025 (collectively, the "Lease") wherein LANDLORD leases certain premises located at 681 North First Street in Barstow, as more specifically described in the Lease, to the COUNTY for a term that is set to expire on August 31, 2026; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease for the period of September 1, 2026, through August 31, 2027, add one (1) five-year option to extend the term of the Lease, adjust the rental rate schedule, and amend other terms of the Lease as more specifically set forth in the amendment ("Fifth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Effective September 1, 2026, pursuant to COUNTY's exercise of the existing one-year option to extend the term of the Lease set forth in **Paragraph 6, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3, TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM** which shall read as follows:

“3. **TERM:** The term of the Lease is extended for one (1) year for the period of September 1, 2026, through August 31, 2027 (“Fifth Extended Term”).”

2. Effective September 1, 2026, DELETE the existing **Paragraph 4.A, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A, RENT**, which shall read as follows:

“4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month, commencing on September 1, 2026 and continuing during the Fifth Extended Term for the Premises, as more specifically reflected and included in the amounts set forth below:

September 1, 2026 through August 31, 2027 – monthly payments of \$566.80

The parties agree that all parking spaces provided under this Lease are at no additional cost to the COUNTY during the Fifth Extended Term and any further extended terms.”

3. Effective as of September 1, 2026, DELETE in its entirety the existing **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM**, which shall read as follows:

“6. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, for one (1) five-year period (“Sixth Extended Term”) following the expiration of the Fifth Extended Term, by COUNTY giving notice of its intention to exercise each option to LANDLORD prior to the expiration of the Fifth Extended Term of the Lease.

If COUNTY timely exercises the five-year extension option, the monthly Base Rent during the Sixth Extended Term shall be adjusted annually as follows:

Lease Year	Total Monthly Rental Payments
September 1, 2027 – August 31, 2028	\$578
September 1, 2028 – August 31, 2029	\$590
September 1, 2029 – August 31, 2030	\$602
September 1, 2030 – August 31, 2031	\$614
September 1, 2031 – August 31, 2032	\$626

4. Effective as of September 1, 2026, DELETE in its entirety the existing **Paragraph 8, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 8, HOLDING OVER**, which shall read as follows:

“In the event the COUNTY shall hold over and continue to occupy the Premises with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the term of this Lease. Notwithstanding Paragraph 40, COUNTY’S RIGHT TO TERMINATE LEASE, COUNTY shall have the right to terminate the Lease with not less than ninety (90) days prior written notice to LANDLORD during any holdover tenancy.”

5. Effective as of September 1, 2026, DELETE in its entirety the existing **Paragraph 13, MAINTENANCE**, and SUBSTITUTE therefore the following as a new **Paragraph 13, MAINTENANCE**, which shall read as follows:

"A. LANDLORD at its cost shall perform such inspections, maintenance and repairs as are necessary to ensure that all portions of the Premises, including but not limited to the following, are at all times in good repair and safe condition:

- (1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof; and,
- (2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems owned or controlled by LANDLORD lying outside the Premises; and,
- (3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the Premises; and,
- (4) Heating, ventilation and air conditioning (HVAC) systems servicing the Premises (additionally, air-conditioning and heating filters are to be changed quarterly. Upon commencement of this lease agreement and every three (3) years thereafter, LANDLORD is to provide an air balance certificate and maintenance of HVAC servicing); and,
- (5) The grounds, including all general and secured parking areas, outside lighting, exterior refuse, grass, trees, shrubbery and other flora; and,
- (6) Fire extinguishers, fire alarm signal and fire suppression systems and equipment servicing and/or are a part of the Premises, including any portion owned or controlled by LANDLORD lying outside the Premises; and,
- (7) Maintenance services. Maintenance services must be performed in a workman-like manner by licensed and qualified independent contractors, as set forth in Exhibit "B", Licensed Maintenance Contractor Services. LANDLORD shall perform maintenance services at a time and in manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY. LANDLORD shall follow the carpet manufacturer's maintenance requirements and maintain the carpet manufacturer's warranty for the carpet.

B. Without in any way affecting LANDLORD's duty to inspect, maintain and repair the Premises and regardless of whether any specific notice of need for maintenance or repair is provided to LANDLORD by the COUNTY, the COUNTY may request specific maintenance or repairs. Any such request may be made orally, by telephone or otherwise. If, (a) COUNTY gives notice to LANDLORD of a condition requiring maintenance or repairs, and LANDLORD does not commence the performance of its maintenance or repair obligations within ten (10) days of receiving such notice, or does not diligently prosecute its obligations to completion thereafter, or (b) in the case of an emergency, whether or not COUNTY has given notice to LANDLORD, LANDLORD does not immediately perform its obligations, COUNTY can perform the obligations and have the right to be reimbursed for the sum COUNTY actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of LANDLORD's obligations. The sum expended by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. COUNTY shall forward to LANDLORD receipts and/or documentation supporting the amount withheld. County shall at its cost perform janitorial services for the premises."

6. Effective as of September 1, 2026, DELETE in its entirety the existing **Paragraph 17, INDEMNIFICATION**, and SUBSTITUTE therefore the following as a new **Paragraph 17, INDEMNIFICATION**, which shall read as follows:

17. **INDEMNIFICATION:** The LANDLORD agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The LANDLORD's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civic Code Section 2782.

The COUNTY agrees to indemnify, defend (with counsel reasonably approved by LANDLORD) and hold harmless the LANDLORD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the LANDLORD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The COUNTY's indemnification obligation applies to the LANDLORD's "active" as well as "passive" negligence but does not apply to the LANDLORD's "sole negligence" or "willful misconduct" within the meaning of Civic Code Section 2782.

7. Effective as of September 1, 2026, ADD a new **Subparagraph D to Paragraph 48, HAZARDOUS SUBSTANCES**, which shall read as follows:

D. COUNTY shall indemnify, protect, defend (with counsel reasonably approved by LANDLORD) and hold LANDLORD, its agents and employees and the Premises, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys' and consultant's fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Premises and the property on which the Premises forms a part of: (i) after to the Commencement Date of this Lease; and (ii) caused by COUNTY during the term, including any extended terms. COUNTY's obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by LANDLORD, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. COUNTY's obligations under this provision shall survive the expiration or early termination of this Lease. No termination, cancellation or release agreement entered into by COUNTY and LANDLORD shall release COUNTY from its obligations under this Lease with regard to Hazardous Substances unless specifically agreed to by LANDLORD in writing.

8. This Fifth Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be original, and such counterparts shall together constitute one and the same Fifth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fifth 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 Fifth Amendment upon request.

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9. 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 Fifth Amendment, the provisions and terms of this Fifth Amendment shall control.

END OF FIFTH 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

CITY OF BARSTOW

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

Name Rochelle Clayton _____

Title City Manager _____

Dated: _____

Address 220 E Mt. View, Suite A _____

Barstow, CA 92311-2839 _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

John Tubbs II, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

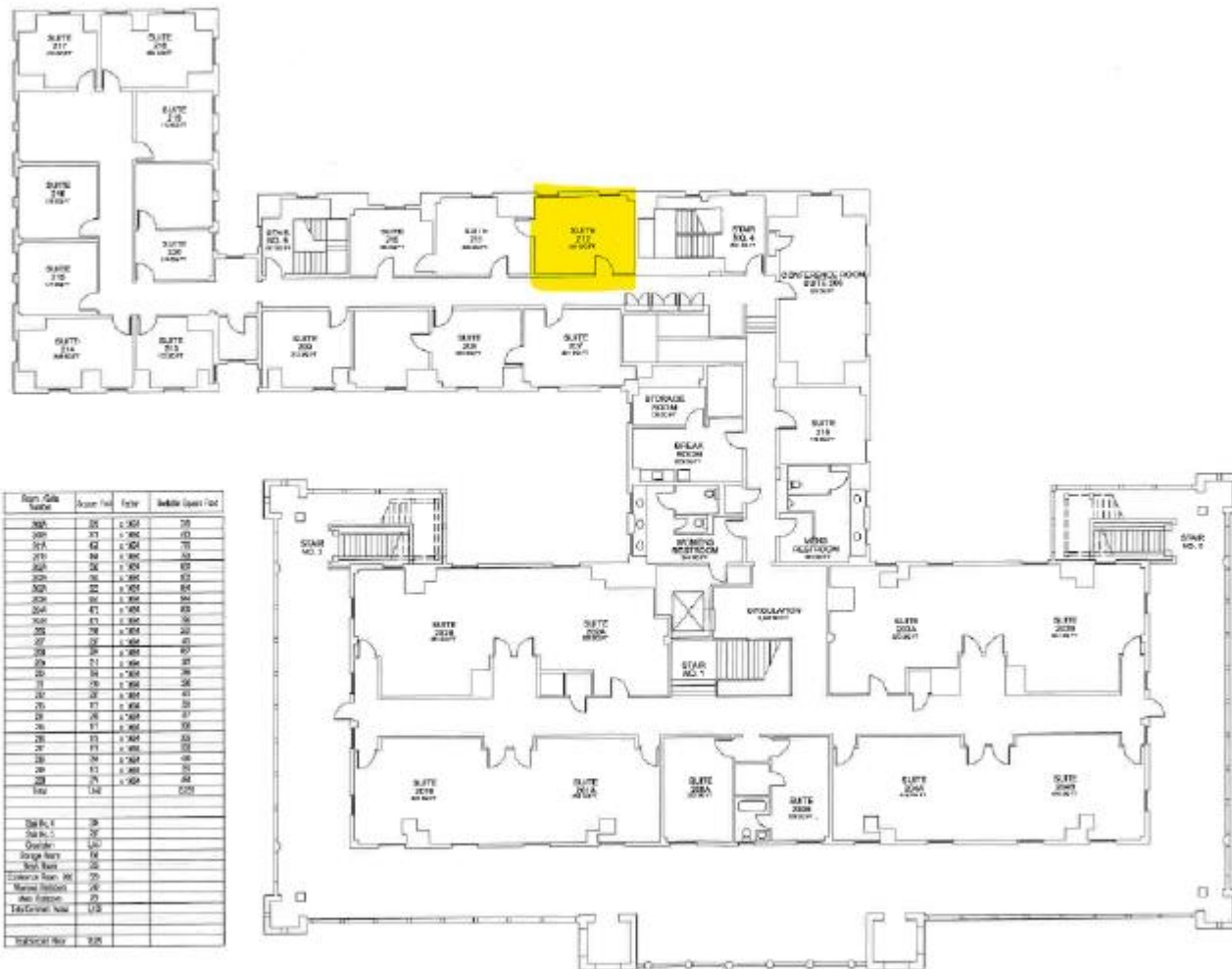
Reviewed/Approved by Department

►

John Gomez, Real Property Manager, RESD

Date _____

EXHIBIT "A" PREMISES
(Highlighted in Yellow)



Second Floor Plan

$$1/4^2 = 1^2 - 0^2$$

EXHIBIT "B" Parking Stall Map

