



Contract Number

17-274 A-1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thomson, Director
Telephone Number	(909) 387-5000
Contractor	Anne S. Harriman, Trustee of the Anne S. Harriman Family Trust dated May 31, 2001
Contractor Representative	Anne S. Harriman, Trustee
Telephone Number	(949) 300-2225
Contract Term	7/1/2017 – 11/30/2025
Original Contract Amount	\$837,600
Amendment Amount	\$647,976
Total Contract Amount	\$1,485,576
Cost Center	5911732220
GRC/PROJ/JOB No.	59003611

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Anne S. Harriman Family Trust dated May 31, 2001 ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 17-274 dated May 23, 2017 ("Lease"), wherein LANDLORD leases certain premises located at 1360 W. Foothill Boulevard in Rialto, as more specifically described in the Lease, to the COUNTY for a term that expired on May 31, 2022 and has since continued on a permitted month-to-month holdover: and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the COUNTY's exercise of its existing option to extend the term of the Lease for three (3) years for the period of December 1, 2022 through November 30, 2025, following a permitted holdover for the period of June 1, 2022 through November 30, 2022, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment (the "First Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective as of December 1, 2022 unless otherwise expressly provided herein, the parties hereto agree the Lease is amended as follows:

1. Pursuant to **Paragraph 8, HOLDING OVER**, County shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from June 1, 2022 through November 30, 2022 in the total amount of \$87,780, which is calculated at \$14,630 per month.

2. To correct the LANDLORD name with effect retroactive to the commencement date of the initial term of the Lease, DELETE in its entirety the existing **Paragraph 1., PARTIES** and SUBSTITUTE therefore the following as a new **Paragraph 1, PARTIES**:

1. **PARTIES:** This lease ("Lease") is made between Anne S. Harriman, Trustee of the Anne S. Harriman Family Trust dated May 31, 2001 ("LANDLORD"), and San Bernardino County ("COUNTY").

3. Pursuant to the COUNTY's exercise of the existing extension option in **Paragraph 6, OPTION TO EXTEND TERM**, EXTEND the term of the Lease as provided in **Paragraph 3, TERM** for three (3) years from December 1, 2022 through November 30, 2025 (the "First Extended Term").

4. DELETE in its entirety the existing **Paragraph 4., RENT, subparagraph A** and SUBSTITUTE therefore the following as a new **Paragraph 4., RENT, subparagraph A:**

4. RENT:

A. Interior Space: COUNTY shall pay to LANDLORD the following monthly rental payments for the Interior Space in advance paid on or before the tenth of each month, commencing when the First Extended Term commences and continuing during the First Extended Term, subject to an approximate three percent (3%) annual increase, as more specifically reflected and included in the amounts set forth below:

<u>Lease Year</u>	<u>Total Monthly Payments</u>
December 1, 2022 – November 30, 2023	\$15,103.00
December 1, 2023 – November 30, 2024	\$15,557.00
December 1, 2024 – November 30, 2025	\$16,023.00

5. DELETE in its entirety the existing **Paragraph 16, UTILITIES**, and SUBSTITUTE therefore the following as a new **Paragraph 16, UTILITIES:**

16. UTILITIES: LANDLORD shall furnish electric, gas, water, sewer, trash, fire alarm service and all other utilities (collectively, the "Utilities") to the Property, including but not limited to the Premises. COUNTY shall pay, at its sole cost, all service charges and related taxes, fees, or any other costs for any and all Utilities that are, as of the Commencement Date, separately metered for the Interior Space and separately metered for the Playground Area. LANDLORD shall pay, at its sole cost, all service charges and related taxes, fees, or any other costs for any and all Utilities at the Property except those that are separately metered for the Interior Space and separately metered for the Playground Area, provided that of said costs, COUNTY shall reimburse LANDLORD for exterior electric costs at the Property in the amount of One Hundred Fifty and 00/100 Dollars (\$150.00) per month, which amount shall increase by three percent (3%) on December 1, 2023 and on each December 1 thereafter during the remainder of the First Extended Term. The COUNTY shall furnish and pay for security, vending machines and its own telephone service for the Premises.

6. DELETE in its entirety the existing **Paragraph 25, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 25, NOTICES:**

25. NOTICES:

a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, including but not limited to, notices required under the California unlawful detainer statutes, or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any 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. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if such notice is personally delivered; (ii) the date of delivery or refusal to accept delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested, provided that in all of the foregoing instances, any notices received after 5 pm local time on a business day shall be deemed delivered on the immediately following business day.

LANDLORD'S Address: Anne. S. Harriman,
Trustee of the Anne S. Harriman Family Trust dated May 31, 2001
P.O. Box 3605
Newport Beach, CA 92659

COUNTY'S Address: San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

b. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises or the Property to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the Premises or Property, LANDLORD shall provide COUNTY with evidence of completion of transfer, including but not limited to a grant deed and an assignment of this Lease; in which case, the new property owner and COUNTY shall reflect by written amendment the new property owner as the successor landlord. In addition, the new property owner, as the successor landlord, shall, within five (5) days of acquiring the subject real property and becoming the successor landlord, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 17, INDEMINIFICATION** and **Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS**. The COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a COUNTY standard amendment to this Lease with any successor landlord solely for the purposes of reflecting the successor landlord as the LANDLORD under the Lease and to update the LANDLORD's notice address. The successor landlord's execution of such COUNTY standard amendment and submission of a valid W-9 are pre-requisites for Rents under this Lease to be paid to the successor landlord.

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

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8. All other terms and conditions of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this First Amendment, the terms and conditions of this First Amendment shall control.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

Anne S. Harriman, Trustee of the Anne S. Harriman
Family Trust dated May 31, 2001

►

Curt Hagman, Chairman, 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

By ►
(Authorized signature - sign in blue ink)

Name Anne S. Harriman
Title Trustee

Date _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Lyle Ballard, Real Property Manager, RESD

Date _____