



ORIGINAL

Contract Number

22-31 A-1

SAP Number

Real Estate Services Department

**Department Contract Representative
Telephone Number**

**Terry W. Thompson, Director
(909) 387-5000**

Contractor

**New Hope Family Life Public
Enterprise Center Inc.**

**Contractor Representative
Telephone Number**

**Esther Williams
(909) 728-0491**

Contract Term

1/25/2022 – 5/31/2024

Original Contract Amount

\$ 56,766.24

Amendment Amount

\$ 76,756.52

Total Contract Amount

\$133,522.76

Cost Center

4420005167

GRC/PROJ/JOB No.

33004206

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, as tenant, ("COUNTY") and New Hope Family Life Public Enterprise Center, Inc., as landlord, ("LANDLORD") entered into Lease Agreement, Contract No. 22-31, dated January 25, 2022 (the "Lease") wherein LANDLORD leases certain premises, comprising approximately 4,518 square feet of office space, commonly known as Rooms 7, 14, 17, 18, 21, and 25, located at 1505 West Highland Avenue, San Bernardino, CA for a term that expired on January 24, 2023, but has continued on a month-to-month holdover with LANDLORD's express consent on the terms and conditions set forth in the Lease; and,

WHEREAS, following said permitted holdover of the Lease for the period of January 25, 2023 through May 31, 2023, the COUNTY and LANDLORD desire now to amend the Lease to reflect the COUNTY's exercise of the first of two (2) one-year options to extend the term of the Lease for the period of June 1, 2023 through May 31, 2024 and adjust the rental rate schedule, as more specifically set forth in this amendment ("First Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease is amended as follows:

1. Pursuant to **PARAGRAPH 9., HOLDING OVER**, COUNTY with LANDLORD's express consent has continued to occupy the Premises (as defined in the Lease) on a holdover basis for a four-month, seven-

day period from January 25, 2023 through May 31, 2023 for a total of \$19,990.28 payable for the duration of said holdover period.

2. Effective June 1, 2023, pursuant to COUNTY's exercise of the first of its two (2) existing one-year options to extend the term of the Lease as set forth in **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH L – OPTION TO EXTEND LEASE TERM** and **SECTION II, LEASE PROVISIONS, PARAGRAPH 7, OPTION TO EXTEND LEASE TERM**, DELETE in its entirety the existing **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH H – LEASE TERM** and SUBSTITUTE therefore the following as a new **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH H – LEASE TERM**, which shall read as follows:

"SECTION I – BASIC LEASE PROVISIONS

H. LEASE TERM

The Term of the Lease shall be extended for one year, commencing on June 1, 2023 and expiring on May 31, 2024 ("First Extended Term").

3. Effective June 1, 2023, pursuant to COUNTY's exercise of the first of its two (2) existing one-year options to extend the term of the Lease as set forth in **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH L – OPTION TO EXTEND LEASE TERM** and **SECTION II, LEASE PROVISIONS, PARAGRAPH 7, OPTION TO EXTEND LEASE TERM**, DELETE in its entirety the existing **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH I – COMMENCEMENT DATE** and SUBSTITUTE therefore the following as a new **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH I – COMMENCEMENT DATE OF FIRST EXTENDED TERM**, which shall read as follows:

"SECTION I – BASIC LEASE PROVISIONS

I. COMMENCEMENT DATE OF FIRST EXTENDED TERM" June 1, 2023

4. Effective June 1, 2023, pursuant to COUNTY's exercise of the first of its two (2) existing one-year options to extend the term of the Lease as set forth in **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH L – OPTION TO EXTEND LEASE TERM** and **SECTION II, LEASE PROVISIONS, PARAGRAPH 7, OPTION TO EXTEND LEASE TERM**, DELETE in its entirety the existing **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH J – EXPIRATION DATE** and SUBSTITUTE therefore the following as a new **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH J – EXPIRATION DATE OF FIRST EXTENDED TERM**, which shall read as follows:

"SECTION I – BASIC LEASE PROVISIONS

J. EXPIRATION DATE OF FIRST EXTENDED TERM" May 31, 2024

5. Effective June 1, 2023, DELETE in its entirety the existing **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH K - MONTHLY RENT FOR PREMISES**, and SUBSTITUTE therefore the following as a new **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH K - MONTHLY RENT FOR PREMISES**, which shall read as follows:

"SECTION I – BASIC LEASE PROVISIONS

K. MONTHLY RENT FOR PREMISES	<u>Period During</u>	<u>Monthly</u>
	<u>Lease Term</u>	<u>Rent</u>
	6/1/2023 – 5/31/2024	\$4,730.52

6. Effective June 1, 2023, DELETE in it entirety the existing **SECTION II – LEASE PROVISIONS, PARAGRAPH 3., TERM**, and SUBSTITUTE therefore the following as a new **SECTION II – LEASE PROVISIONS, PARAGRAPH 3., TERM**, which shall read as follows:

“3. **TERM.** The Lease Term shall be extended by the First Extended Term, which shall commence on the Commencement Date for the First Extended Term and shall expire on the Expiration Date for the First Extended Term, as set forth in the Basic Lease Provisions unless earlier terminated in accordance with the terms of the Lease (the initial Lease Term and the First Extended Term shall collectively be referred to as the “Lease Term”).”

7. Effective June 1, 2023, DELETE in it entirety the existing **SECTION II – LEASE PROVISIONS, PARAGRAPH 4., RENT**, and SUBSTITUTE therefore the following as a new **SECTION II – LEASE PROVISIONS, PARAGRAPH 4., RENT**, which shall read as follows:

“4. **RENT.** COUNTY and LANDLORD agree, COUNTY shall pay to LANDLORD the Monthly Rent for the Premises in the amount set forth in the Basic Lease Provisions, which monthly installment shall be due on or before the last day of each month during the First Extended Term, , but with all rent payments subject to any deductions, offsets, and adjustments that are permitted under the Lease. Rent for the Premises during any partial calendar month during the Lease Term shall be pro-rated based on the actual number of days the Premises is occupied by COUNTY in said month. LANDLORD agrees to accept all Monthly Rent for the Premises and other payments due from COUNTY to LANDLORD under the Lease via electronic payments directly deposited to LANDLORD's designated bank account. LANDLORD shall complete any and all COUNTY standard forms and provide all information required by COUNTY to process such electronic payments.”

8. 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 terms of the Lease and this First Amendment, the provisions and terms of this First Amendment shall control.

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COUNTY: SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 23 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



LANDLORD: NEW HOPE FAMILY LIFE PUBLIC
ENTERPRISE CENTER, INC.

By ► Kinard Moffatt
(Authorized signature sign in blue ink)

Name Kinard Moffatt

Title Chairman

Dated: 5/11/23

Address 1505 W. Highland Avenue

San Bernardino, CA 92411

FOR COUNTY USE ONLY

Approved as to Legal Form

► Agnes Cheng
Deputy County Counsel

Date 4/13/2023

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► Lyle Ballard
Real Property Manager, RESD

Date 5/16/23