



**Contract Number**

16-658 A-1

**SAP Number**

## Purchasing Department

**Department Contract Representative**  
**Telephone Number**

Leo Gomez  
909-387-2063

**Contractor**  
**Contractor Representative**  
**Telephone Number**  
**Contract Term**  
**Original Contract Amount**  
**Amendment Amount**  
**Total Contract Amount**  
**Cost Center**

IBM Credit LLC  
Claire Squires  
(770) 970-6627  
August 23, 2016 – August 22, 2020

### Amendment No. 1 to Master Lease Agreement (Contract No. 16-658)

Pursuant to Section 2.5 the Parties agree to extend the term of the Master Lease Agreement from August 23, 2016 through August 22, 2020 to provide fair market value lease financial services up to \$10 million per year, for transactions by County departments.

All other terms of the contract remain the same.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

Suzanne Bryant, Deputy County Counsel

Date 8-14-19

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Laurie Rozko, Director

Date 8/14/19

IBM CREDIT LLC

North Castle Drive  
Armonk, NY 10504-1785  
914/765-1900  
[www.financing.ibm.com](http://www.financing.ibm.com)

**AMENDMENT TO MASTER LEASE AGREEMENT**

Master Lease Agreement No.: 073590812G

Amendment No.: MLA-001

Customer Legal Entity No.: 073590812

Lessor and County of San Bernardino (Lessee) agree that, effective as of August 23, 2019, the Master Lease Agreement referenced above (the "Agreement") between the parties is hereby amended.

All capitalized terms not defined herein shall have the respective meanings set forth in the Agreement.

**Section 1. Amendment.**

Upon execution of this Amendment by both parties the Expiration Date of this Agreement is hereby extended one year and the Expiration Date shall be August 22, 2020.

**Section 2. Ratification of Agreement.** Except as specifically amended hereby, all of the provisions of the Agreement shall remain unamended and in full force and effect. Lessee hereby, ratifies, confirms and agrees that the Agreement, as amended hereby, represents a valid and enforceable obligation of Lessee, and is not subject to any claims, offsets or defenses.

**Section 3. Governing Law.** This Amendment shall be governed by and interpreted in accordance with the laws which govern the Agreement.

**Section 4. Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement.

**IN WITNESS WHEREOF,** the duly authorized representatives of the parties hereto have executed this Amendment as of the date first above written.

Accepted by:

COUNTY OF SAN BERNARDINO

IBM Credit LLC (For or as Lessor)

By: 

By: 

Authorized Signature

Authorized Signature

Name: CURT HAGMAN, CHAIRMAN  
(Type or Print) BOARD OF SUPERVISORS

Name: LUDMILA GONCALVES  
(Type or Print)

Date: 8-20-19

Date: 08/13/2019

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  
of the County of San Bernardino

By 

Deputy

