



Contract Number
06-128 A-4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	909-387-5000
Contractor	Crestline Resorts Chamber of Commerce
Contractor Representative	Louis D. Boehle, President
Telephone Number	(909) 338-2706
Contract Term	2/1/2006 – 9/30/2023
Original Contract Amount	0.00
Amendment Amount	0.00
Total Contract Amount	0.00
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY") and Crestline Resorts Chamber of Commerce ("TENANT") have entered into a Lease Agreement, Contract No. 06-128, dated February 7, 2006, as amended by the First Amendment dated February 9, 2010, as amended by the Second Amendment dated January 14, 2014 and as amended by the Third Amendment dated August 22, 2017 (collectively "the Lease") wherein the COUNTY agreed to Lease certain real property to TENANT for a term which is scheduled to expire on August 31, 2020; and,

WHEREAS, COUNTY and TENANT now desire to amend Lease Agreement, Contract No. 06-128, to reflect a permitted one-month holdover for the period September 1, 2020 through September 30, 2020, the TENANT's exercise of the last option extending the term of the Lease for three (3) years for the period from October 1, 2020 to September 30, 2023, and amend certain other terms of the Lease as set forth in this amendment ("Fourth Amendment").

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

1. Pursuant to **Paragraph 46, HOLDING OVER**, TENANT shall, with COUNTY's express consent granted herein, occupy the Premises on a month-to-month term for the period from September 1, 2020 through September 30, 2020 in the amount of \$0.00 for the duration of the holdover period in exchange for

COUNTY continued right to use approximately 550 square feet of mutually agreeable office space in the TENANT's modular building situated on the Premises.

2. Effective September 15, 2020, pursuant to TENANT's exercise of its option under **Paragraph 5, OPTION TO EXTEND TERM**, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for a period of three (3) years from October 1, 2020 through September 30, 2023 (the "Fourth Extended Term").

3. Effective September 15, 2020, DELETE in its entirety the existing **Paragraph 15, INSURANCE REQUIREMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 15, INSURANCE REQUIREMENTS AND SPECIFICATIONS**:

15. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. COUNTY is a self-insured public entity for purposes of general liability and workers' compensation.

B. The TENANT agrees to provide insurance set forth in accordance with the requirements herein. If the TENANT uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the TENANT agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Lease hereunder. Without in anyway affecting the indemnity herein provided and in addition thereto, the TENANT shall secure and maintain throughout the Lease term the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the TENANT and all risks to such persons under this Lease agreement.

If TENANT has no employees, it may certify or warrant to the COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY's Director of Risk Management.

If, TENANT is a non-profit corporation, organized under California or Federal law, volunteers for TENANT are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance – The TENANT shall carry General Liability Insurance covering all operations performed by or on behalf of the TENANT providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, Collapse, and underground hazards
- (e) Personal injury
- (f) Contractual liability.
- (g) \$5,000,000 general aggregate limit.

(3) Commercial Property Insurance providing all risk coverage for the leased premises, building, fixtures, equipment and all property constituting a part of the premises. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

(4) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

(5) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

C. If TENANT performs any construction of the Premises on behalf of the COUNTY, TENANT shall also procure and maintain coverages as follows:

(1) For construction contracts for projects over One Million Dollars (\$1,000,000) and less than Three Million Dollars (\$3,000,000) require limits of not less than Three Million Dollars in General Liability and Auto Liability coverage.

(2) For construction contracts for projects over Three Million Dollars (\$3,000,000) and less than Five Million Dollars (\$5,000,000) require limits of not less than Five Million Dollars (\$5,000,000) in General Liability and Auto Liability coverage.

(3) For construction contracts for projects over Five Million Dollars (\$5,000,000) and less than Ten Million Dollars (\$10,000,000) require limits of not less than Ten Million Dollars (\$10,000,000) in General Liability and Auto Liability coverage.

(4) Subcontractor Insurance Requirements. The TENANT agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this Lease to provide insurance covering the contracted operation with the same requirements set forth in this Paragraph 15 (including waiver of subrogation rights) and naming the COUNTY and COUNTY as an additional insured. The TENANT agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

(5) Course of Construction/Installation (Builder's Risk) property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

D. Additional Insured – All policies, except for the Workers' Compensation, shall contain endorsements naming the COUNTY and COUNTY and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the use under this Lease hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY and COUNTY to vicarious liability but shall allow coverage for the COUNTY and COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

E. Waiver of Subrogation Rights – The TENANT shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY and COUNTY, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the TENANT and TENANT's employees or agents from waiving the right of subrogation prior to a loss or claim. The TENANT hereby waives all rights of subrogation against the COUNTY and COUNTY.

F. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

G. Severability of Interests – The TENANT agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the TENANT and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

H. Proof of Coverage – The TENANT shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RES D) administering the Lease evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RES D, and TENANT shall maintain such insurance from the time TENANT commences use under the Lease hereunder until the end of the period of the Lease. Within fifteen (15) days of the commencement of this contract, the TENANT shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

I. Acceptability of Insurance Carrier – Unless otherwise approved by the COUNTY Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

J. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by COUNTY’s Director of Risk Management.

K. Insurance Review – Insurance requirements are subject to periodic review by the COUNTY. The COUNTY’s Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the COUNTY’s Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, the COUNTY’s Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Lease. TENANT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RES D or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RES D or the COUNTY.

L. Failure to Procure Insurance. All insurance required must be maintained in force at all times by TENANT. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all TENANT’s business activities on the Premises. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this agreement, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by TENANT to COUNTY upon demand but only for the pro rata period of non-compliance.

M. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY and COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with TENANT in TENANT’s operations.

N. The TENANT agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this Lease to provide insurance covering such use with the same requirements as set forth in this Paragraph 15 and naming the COUNTY and COUNTY as additional insured. TENANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

4. Effective September 15, 2020, DELETE in its entirety **Paragraph 17, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 17, NOTICES**:

17. **NOTICES**: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, delivered by reputable overnight courier, 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 on a business day; otherwise on the immediately following business day, if personally delivered; or (ii) the date of delivery or refusal of the addressee to accept delivery, if on a business day; otherwise on the immediately following business day, if such notice is delivered by overnight courier or sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested.

TENANT address: CRESTLINE RESORTS CHAMBER OF COMMERCE
P. O. Box 926
Crestline, CA 92325

COUNTY'S Address: COUNTY OF SAN BERNARDINO
c/o Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

5. Effective September 15, 2020, ADD a new **Paragraph 50, COUNTERPARTS**, which shall read as follows:

50. **COUNTERPARTS:** This Fourth 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 agreement. For purposes of this Fourth Amendment only, the parties shall be entitled to sign and transmit an electronic signature of this Fourth 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 execute and deliver to the other party an original signed Fourth Amendment upon request. The parties acknowledge and agree that any subsequent amendments to the Lease shall be executed by original signatures only unless otherwise set forth in each written amendment signed by the parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

6. 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 Fourth Amendment, the terms of this Fourth Amendment shall control.

END OF FOURTH AMENDMENT.

COUNTY OF SAN BERNARDINO

**CRESTLINE RESORTS CHAMBER OF
COMMERCE**

►
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
of the County of San Bernardino

By _____
Deputy

By _____
(Authorized signature - sign in blue ink)

Name Louis D. Boehle

Title President

Dated: _____

Address P. O. Box 926
Crestline, CA 92325

Approved as to Legal Form

►
Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Jim Miller, Real Property Manager, RESD

Date _____