

Contract Number

16-160 A-1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	The Olive Branch Development and Empowerment Services, Inc.
Contractor Representative	Angela McClain, CEO
Telephone Number	(909) 572-4348
Contract Term	5/1/2016 – 5/31/2026
Original Contract Amount	\$22,789.08
Amendment Amount	\$25,547.00
Total Contract Amount	\$48,336.08
Cost Center	7810001000
GRC/PROJ/JOB No.	52003598
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Bloomington Recreation and Park District ("DISTRICT"), as lessor, and The Olive Branch Development and Empowerment Services, Inc. ("LESSEE"), as lessee, have previously entered into Lease Agreement, Contract No. 16-160 dated April 19, 2016 ("Lease"), wherein DISTRICT agreed to lease certain premises comprising approximately 1,334 square feet of modular office space located at 18400 Jurupa Avenue in Bloomington, CA, as the premises are more specifically set forth in the Lease, which Lease expired on April 30, 2021 and has continued on a permitted one month holdover period; and,

WHEREAS, the DISTRICT and LESSEE now desire to amend the Lease to reflect a one (1) month holdover period with DISTRICT's consent, the parties' agreement to extend the term of the Lease for five years for the period from June 1, 2021 through May 31, 2026, adjust the lease fee 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, the parties hereto agree the Lease, is amended as follows:

1. Pursuant to **Paragraph 6, HOLDING OVER**, LESSEE shall, with DISTRICT's express consent granted herein, occupy the Premises on a one-month holdover basis for the period from May 1, 2021 through May 31, 2021 for the monthly lease fee of \$395.00.

2. Effective June 1, 2021, **EXTEND** the term of the Lease as provided in **Paragraph 3, TERM**, for five (5) years from June 1, 2021 through May 31, 2026 (the "First Extended Term").

3. Effective June 1, 2021, **DELETE** in its entirety the existing **Paragraph 4.A. LEASE FEE**, and **SUBSTITUTE** therefore the following as a new **Paragraph 4.A. LEASE FEE**:

4. **LEASE FEE:**

A. LESSEE shall pay to DISTRICT the following monthly lease fee payments, which are calculated based on an agreed Monday through Saturday use as set forth in Paragraph 8 of the Lease, in advance on the first day of each month, commencing when the First Extended Term commences and continuing during the First Extended Term, subject to an approximate two percent (2%) annual increases, as more specifically reflected and included in the amounts set forth below:

June 1, 2021 thru May 31, 2022 – monthly rental amount of \$403.00
June 1, 2022 thru May 31, 2023 – monthly rental amount of \$411.00
June 1, 2023 thru May 31, 2024 – monthly rental amount of \$419.00
June 1, 2024 thru May 31, 2025 – monthly rental amount of \$427.00
June 1, 2025 thru May 31, 2026 – monthly rental amount of \$436.00

Submit payment to: Bloomington Recreation and Park District
c/o Special Districts Department
222 W. Hospitality Lane, Second Floor
San Bernardino, CA 92415-0450

4. Effective June 1, 2021, **DELETE** the existing **Paragraph 19, NOTICES**, and **SUBSTITUTE** therefore the following as a new **Paragraph 19, NOTICES**:

19. **NOTICES**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party 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 addresses 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 if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested. Any notices received after 5 pm local time on a business shall be deemed delivered on the following business day.

LESSEE's Notice Address: The Olive Branch Development and Empowerment Services, Inc.
9350 Aspen Street
Bloomington, CA 92316

DISTRICT'S Notice Address: Bloomington Recreation and Park District
c/o Special Districts Division
222 W. Hospitality Lane, Second Floor
San Bernardino, CA 92415-0450

With a copy to: Bloomington Recreation and Park District
c/o Real Estate Services Department
385 N. Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

5. 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 First Amendment, the terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

BLOOMINGTON RECREATION AND PARK DISTRICT

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

THE OLIVE BRANCH DEVELOPMENT AND EMPOWERMENT SERVICES, INC.

By Angela McClain

Name Angela McClain

Title CEO

Dated: 4-8-21

Approved as to Legal Form

► Agnes Cheng
Agnes Cheng, Deputy County Counsel

Date 3/31/2021

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► Jim Miller
Jim Miller, Real Property Manager, RESD

Date _____