



**Contract Number**

05-294 A-5

**SAP Number**

**Real Estate Services Department**

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5252
<b>Contractor</b>	City of Rialto
<b>Contractor Representative</b>	Marcus Fuller, City Manager
<b>Telephone Number</b>	(909) 820-2528
<b>Contract Term</b>	5/1/2005 – 10/31/2025
<b>Original Contract Amount</b>	\$891,684
<b>Amendment Amount</b>	\$300,600
<b>Total Contract Amount</b>	\$1,192,284
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	60002096
<b>Internal Order No.</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of Rialto ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 05-294, as amended by the First Amendment dated May 11, 2010, as amended by the Second Amendment dated April 23, 2013, as amended by the Third Amendment dated June 16, 2015 and amended by the Fourth Amendment dated October 16, 2018 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 251 West First Street in Rialto, CA, as more specifically described in the Lease, to the COUNTY for a term that is currently scheduled to expire on October 31, 2021; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the parties' agreement to extend the term of the Lease for four (4) years for the period of November 1, 2021 through October 31, 2025, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment (the "Fifth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective as of November 1, 2021 unless otherwise expressly provided herein, the parties hereto agree the Lease, is amended as follows:

1. EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for four (4) years from November 1, 2021 through October 31, 2025 (the "Fifth Extended Term").
2. DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month, commencing when the Fifth Extended Term commences and continuing during the Fifth Extended Term, subject to an approximate two percent (2%) annual increase, as more specifically reflected and included in the amounts set forth below:

November 1, 2021, to October 31, 2022 – monthly rental amount of \$6,076.00

November 1, 2022, to October 31, 2023 – monthly rental amount of \$6,200.00

November 1, 2023, to October 31, 2024 – monthly rental amount of \$6,324.00

November 1, 2024, to October 31, 2025 – monthly rental amount of \$6,450.00

b. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from County under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

3. DELETE the existing **Paragraph 22, LANDLORD'S REMEDIES ON COUNTY'S DEFAULT**, and SUBSTITUTE therefore the following as a new **Paragraph 22, LANDLORD'S REMEDIES ON COUNTY'S DEFAULT**:

22. **LANDLORD'S REMEDIES ON COUNTY'S DEFAULT:** Whenever any Event of Default referred to in Section 21 hereof shall have happened and be continuing beyond any applicable notice and cure periods, the LANDLORD may exercise any and all remedies available pursuant to law or granted pursuant to this Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Rent or otherwise declare any Rent not then in Default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the COUNTY is expressly made a condition and upon the breach thereof the LANDLORD may, at its option, terminate this Lease, provided that that LANDLORD shall use reasonable efforts to mitigate its damages. In the event of such Event of Default beyond any applicable notice and cure period, the COUNTY shall continue to remain liable for the payment of the Rent and/or damages for breach of this Lease; in which case, such rent and/or damages shall be payable to the LANDLORD only at the same time and in the same manner as hereinabove provided for the payment of Rent hereunder.

4. DELETE in its entirety the existing **Paragraph 24, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 24, NOTICES**:

24. **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: City of Rialto  
150 South Palm Avenue  
Rialto, CA 92376  
Attn: City Manager

With a copy to: City of Rialto  
150 South Palm Avenue  
Rialto, CA 92376  
Attn: City Attorney

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

b. If, at any time after the Commencement Date, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the real property on which the Premises is situated 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 real property on which the Premises is situated, LANDLORD and the new owner shall provide COUNTY with documentation, evidencing the completion of transfer, in which case, the new owner and COUNTY shall document by written amendment said change of ownership. In addition, the new owner shall, within five (5) days of the acquisition of said real property, provide COUNTY with documentation, evidencing that it has obtained insurance in compliance with **Paragraph 16, INDEMNIFICATION** and **Paragraph 17, INSURANCE**. The COUNTY's RESD Director shall have the authority, on behalf of COUNTY, to execute a COUNTY standard amendment to this Lease with any new owner solely for the purposes of reflecting any changes in the legal ownership of the real property on which the Premises is situated and to update the LANDLORD's notice address in the Lease. The execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new owner.

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5. All other provision 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 Fifth Amendment, the terms and conditions of this Fifth Amendment shall control.

**END OF FIFTH AMENDMENT.**

**SAN BERNARDINO COUNTY**

**CITY OF RIALTO**

► \_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

By ► \_\_\_\_\_  
Marcus Fuller

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

Title: City Manager

Dated: \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee

Title: City Clerk

Dated: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Erick Vail

Title: City Attorney

Dated: \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► \_\_\_\_\_  
Agnes Cheng, Deputy County Counsel  
Date 8/25/2021

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
Lyle Ballard, Real Property Manager, RESD  
Date \_\_\_\_\_