



CONFIRE

*Apple Valley Fire Protection District
Chino Valley Independent Fire District
Colton Fire Department
Loma Linda Fire Department
Rancho Cucamonga Fire Protection District
Redlands Fire Department
Rialto Fire Department
San Bernardino County Fire Protection District
Victorville Fire Department*

Consolidated Fire Agencies

1743 W. Miro Way, Rialto, CA 92376-8630

Phone 909-356-2302 Fax 909-356-3809

June 26, 2026

Director Terry Thompson
Director Real Estate Services
County of San Bernardino

RE: PROPOSAL FOR A GROUND LEASE WITH CONSOLIDATED FIRE AGENCIES OF APPROXIMATELY 72,280 SQUARE FEET of SAN BERNARDINO COUNTY-OWNED LAND WITH EXISTING BUILDING IMPROVEMENTS; ASSESSOR'S PARCEL NUMBERS (APNs) 0240-261-56 (PORTION), 0240-261-54 (PORTION), 0240-261-13 (PORTION), 0240-261-71, 0240-261-70 LOCATED at 1743 W. MIRO WAY, RIALTO, CA

Director Thompson:

This letter is to serve as a formal response to the letter of intent ("LOI") received from you on June 17, 2026, pertaining to the real property located at 1743 Miro Way, in Rialto, California. We would like to propose the following changes and additions to the agreement (denoted in track changes):

Lessor:	San Bernardino County (as "Lessor")
Lessee:	Consolidated Fire Agencies (as "Lessee")
Subject Property:	Approximately 72,280 square feet of an approximately 94,090 square foot San Bernardino County-owned parcel with existing building improvements located at 1743 W. Miro Way in Rialto, including non-exclusive use of Assessor's Parcel Numbers (APNs) 0240-261-56 (PORTION), 0240-261-54 (PORTION), 0240-261-13 (PORTION), 0240-261-71, 0240-261-70 ("Property"). The remaining approximately 21,810 square feet of the parcel shall be retained by Lessor, and Lessor shall be solely responsible for the ownership, maintenance, and control thereof. The area of the Property is attached as Exhibit 1.
Consideration:	Lessee agrees to amend Lease No. 10-991 for the Valley Communications Center (VCC) to reduce its leased premises from approximately 18,652 square feet to approximately 12,586 square feet by relinquishing its right to occupy the entirety of the first floor of the VCC building, while maintaining the previously negotiated \$2,000,000 upfront rent payment. In consideration thereof, Lessor proposes to

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ground lease the Property to Lessee for \$1.00 under the terms outlined in this LOI. The parties acknowledge that the VCC lease amendment and the proposed Miro Way ground lease are related components of the overall transaction and will be documented through an amendment to Lease No. 10-991 and a separate ground lease agreement.

Initial Term:	Commencing on the Effective Date and expiring thirty (30) years from the Rent Commencement Date, unless earlier terminated in accordance with the Lease.
Ground Rent Commencement Date (RCD):	The Ground Rent Commencement Date (RCD) is the date Lessee pays \$2,000,000 for Lease No. 10-991 for the Valley Communications Center space.
Ground Base Rent:	In lieu of fair market rent, Lessee shall pay Lessor \$1.00 for the Premises for the full Lease Term, including any extension terms, unless otherwise agreed in the final Ground Lease Agreement. This reduced rental rate is an "as-is" rate and is in consideration of Lessee's upfront payment of \$2,000,000.00 under its separate Lease No. 10-991, inclusive of Lessee's agreement to reduce the square footage occupied under that lease without funding adjustment.
Ground Base Rent Increases:	None.
Security Deposit:	None.
Option to Extend Terms:	The Lease shall automatically extend for two (2) additional ten-year periods upon the same terms and conditions, unless Lessee provides written notice of non-renewal or is then in uncured material default.
Permitted Use:	Lessee shall use the Premises for regional public safety purposes, including administrative offices, emergency communications and dispatch operations support, information technology and MIS operations, emergency management, training, regional coordination, ambulance system support, logistics, personnel management, fleet support, and other related public safety, governmental, and administrative functions (the "Project"). Lessee's use is subject and subordinate to the authority of all applicable local governing bodies.
Parking:	Lessee shall have non-exclusive use of approximately seventy (70) parking spaces, including four (4) ADA accessible spaces.
Ground Lease Commencement Date (LCD) or Effective Date:	The Ground Lease Commencement Date (LCD) or Effective Date is the date upon the full execution of the Lease document and approval by the Board.
Ground Lease Agreement:	Upon acknowledgment of this LOI by the Lessee, the Lessor and Lessee shall negotiate a ground lease agreement (Lease) which shall be subject to approval by the Board. The Lessor shall be responsible for preparing the Lease for Lessee's review. The Lease shall incorporate the material business terms contained in this LOI, together with such additional provisions as are customary for a transaction of this nature and mutually acceptable to the parties.

Improvements:

For any upgrades or modifications to the Premises, including the existing buildings, Lessee shall submit all plans and specifications for any improvements to the Premises, whether current or future, to Lessor for prior written review and approval. Lessee shall bear all costs associated with such improvements, including permitting design, construction, management, maintenance, and operation of the Project in accordance with the defined Use, including and not limited to all on-site and off-site construction costs and all permits, fees, and approvals required by all applicable local governing agencies and authorities. Lessor may, at its sole discretion, provide reasonable support to assist Lessee's efforts to secure necessary permits and approvals; however, in no event shall Lessor be responsible or liable for Lessee's permitting obligations or the outcome thereof.

Lessee shall have the right, subject to Lessor's reasonable approval and all applicable governmental approvals, to renovate, remodel, demolish, reconstruct, replace, or expand the existing improvements, including construction of a new multi-story public safety facility consistent with the Permitted Use.

Any permanent improvements constructed and funded by Lessee shall remain Lessee's capital investment throughout the Lease Term. The parties acknowledge that ownership, disposition, and compensation for such improvements upon expiration or earlier termination of the Lease shall be addressed in the final Ground Lease Agreement.

The parties shall evaluate the appropriate cost responsibilities for demolition, hazardous material abatement, environmental remediation, utility relocation, and site preparation required for redevelopment of the Premises, including whether Lessor will participate in, or remain responsible for, costs associated with pre-existing conditions or obsolete improvements.

Permitting Authority:

The primary permitting authority for the proposed use and any construction of the proposed Improvements is the City of Rialto.

Access:

During the Lease Term, Lessee, its affiliates, employees, contractors, and vendors, shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, subject to reasonable security requirements and any access restrictions necessary to protect County-retained communications infrastructure. All vendors performing work on behalf of Lessee shall have the appropriate insurance with Lessor listed as an additional insured.

Maintenance:

Subject to the Property Condition and Environmental Condition provisions below, Lessee shall, at its sole cost and expense, maintain and repair the Premises in its entirety, including all structural components (roof, foundation, exterior walls), base building systems [heating, ventilation and air conditioning (HVAC), plumbing, electrical, sewer, water], fire and life safety systems, parking lot surfaces and striping, pest control, and all Lessee improvements, furniture, fixtures, and equipment, excluding any buildings occupied by County and not used by Lessee. To be further defined in the Lease.

Janitorial:	Lessee shall be responsible for all janitorial at its sole cost and expense.
Utilities:	Lessee at its sole cost and expense shall pay all costs associated with utilities for the permitted use on the Property.
Termination:	If the Lease is terminated by Lessor for reasons other than Lessee's uncured material default, the parties acknowledge that Lessee may have made substantial capital investments in the Property. The Ground Lease shall provide for equitable treatment of Lessee's unamortized capital improvements, outstanding debt obligations attributable to the Property, and reasonable relocation costs. For avoidance of doubt, Lessee shall not be deemed to have ceased using the Premises in support of Lessor's public safety operations solely because Lessee is no longer the County's exclusive ambulance provider, provided Lessee continues to use the Premises for emergency communications, administrative, MIS, training, coordination, or other regional public safety functions.
Signage:	Lessee may install signage in and around the Premises at its sole cost and expense, subject to Lessor's prior written approval.
Sub-Leasing:	Lessee shall not sublease, assign, or otherwise transfer any portion of the Premises or improvements thereon to any third party for profit without the prior written consent of Lessor. Notwithstanding the foregoing, Lessee may permit occupancy of the Premises by entities providing direct support services to Lessee's operations, provided such occupancy is not undertaken for profit and Lessee remains fully responsible for all obligations under this Lease.
Assignment:	Lessee shall not assign this Lease or any interest herein without the prior written consent of Lessor, which consent shall not be unreasonably withheld in the event of a reorganization or restructuring of Lessee's agency.
Lessor's Obligations:	Lessor shall be responsible for its legal costs associated with the Lease.
Property Condition:	Property shall be delivered in its existing "as-is, where-is" condition. Notwithstanding the foregoing, Lessor shall represent and disclose any known material defects affecting the existing improvements. For a period of twelve (12) months following the Ground Lease Commencement Date, Lessor shall remain responsible for the repair or replacement of major building systems and structural components that become inoperable due to pre-existing conditions, including, but not limited to, the roof, structural elements, HVAC systems, major plumbing systems, and major electrical systems.
Furniture, Fixtures and Equipment:	Unless otherwise identified in writing by Lessor prior to the Ground Lease Commencement Date, all furniture, fixtures, modular office systems, conference room furnishings, break room equipment, non-County-retained technology infrastructure, and other personal property remaining within the Premises shall transfer to Lessee at no additional

cost.

Environmental Condition:

Lessor shall disclose all known environmental conditions affecting the Property, including the presence of hazardous materials, underground storage tanks, contamination, environmental remediation activities, or regulatory actions. Lessor shall remain responsible for environmental conditions existing prior to the Ground Lease Commencement Date, except to the extent caused by Lessee or its agents.

Future Conveyance:

Should Lessor determine during the Lease Term that the Property is no longer required for County purposes, Lessee shall be afforded a right of first refusal or first opportunity to negotiate acquisition of the Property on mutually agreeable terms. The parties may also consider a future governmental transfer of ownership should such transfer continue to serve a public purpose.

Due Diligence:

Prior to execution of the Lease, Lessee shall have the right to conduct due diligence regarding the Property, including review of title, survey, zoning, land use entitlements, environmental condition, hazardous materials, building systems, structural condition, utilities, access, parking, and other matters reasonably necessary to evaluate the Property. Lessor shall provide Lessee with copies of any existing reports, studies, surveys, environmental records, building plans, maintenance records, or other material documents in Lessor's possession or control relating to the Property.

County-Retained Area and Shared Infrastructure:

The Lease shall identify the portion of the Property retained by Lessor, any access rights, utility rights, easements, security requirements, and maintenance obligations associated with the County-retained communications infrastructure. The parties shall also address cost allocation for any shared utilities, access roads, parking areas, fencing, gates, drainage, telecommunications, fiber, or other infrastructure serving both the Premises and the County-retained area.

Public Safety Covenant:

The Ground Lease shall include a covenant recognizing that the Property is intended to serve as a long-term regional public safety campus supporting emergency communications, dispatch operations, administrative operations, information technology, emergency management, training, regional coordination, and related public safety functions. In the event Lessee is no longer the County's exclusive ambulance provider, the Ground Lease shall provide that any successor ambulance contractor shall utilize the Property for mutually agreed operational or administrative functions, as reasonably required and subject to available space. The parties further acknowledge their mutual intent that the Property remain dedicated to governmental public safety purposes throughout the Lease Term and any extensions thereto.

We are very thankful to the County for their continued partnership and willingness to work together to come to a solution that benefits our collective community and stakeholder groups. If the County is generally agreeable to the revised terms set forth herein to the revised terms set forth herein, the parties shall continue negotiating a mutually acceptable Ground Lease Agreement consistent with this Letter of Intent.

Please let us know if you have any questions or need further clarification. Thank you for your consideration of this matter.

Respectfully,

Nathan Cooke

Nathan Cooke
Interim Executive Director