



ORIGINAL

Contract Number

00-802 A10

SAP Number

Real Estate Services Department

| | |
|---|---------------------------------------|
| Department Contract Representative | <u>Terry W. Thompson, Director</u> |
| Telephone Number | <u>(909) 387-5000</u> |
| Contractor | <u>Upland Unified School District</u> |
| Contractor Representative | <u>Terry Comnick</u> |
| Telephone Number | <u>(909) 985-1864 ext. 222</u> |
| Contract Term | <u>8/1/1997 – 10/31/2028</u> |
| Original Contract Amount | <u>\$847,818.00</u> |
| Amendment Amount | <u>\$179,355</u> |
| Total Contract Amount | <u>\$1,027,173</u> |
| Cost Center | <u>7810001000</u> |
| GRC/PROJ/JOB No. | <u>5900 1381</u> |
| Grant Number (if applicable) | <u></u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Upland Unified School District, ("LANDLORD"), as landlord, entered into Lease Agreement Contract No. 00-802 dated December 16, 1997, and as amended by the First Amendment dated March 30, 1999, the Second Amendment dated July 11, 2000, the Third Amendment dated June 3, 2003 (at which time the lease was re-numbered to Lease Agreement No. 00-802), the Fourth Amendment dated August 17, 2004, the Fifth Amendment dated June 5, 2007, the Sixth Amendment dated July 13, 2010, the Seventh Amendment dated June 25, 2013, the Eighth Amendment on July 25, 2017, and the Ninth Amendment dated January 10, 2023 (collectively, the "Lease"), wherein LANDLORD leases certain premises, as more specifically set forth in the Lease to the COUNTY located at 732 N. 3rd Ave, in Upland, for a term that expired on January 31, 2025, and has continued on a permitted month-to-month holdover; and;

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a nine (9) month holdover period from February 1, 2025, through October 31, 2025, with the LANDLORD's consent, and extend the term for a total of three (3) years from November 1, 2025, through October 31, 2028 by exercising one of the COUNTY'S two remaining existing (3) three year options, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment (the "Tenth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Pursuant to Lease **Paragraph 7, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of February 1, 2025, through October 31, 2025, in the monthly amount of \$2,995.00 for a total of \$26,955.00 for the duration of the holdover.

2. Effective November 1, 2025, pursuant to the COUNTY's exercise of the first of two existing three-year extension options in **Paragraph 6, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3. TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3. TERM**:

3. **TERM:** The term of the Lease is extended for three (3) years for the period of November 1, 2025, through October 31, 2028. (the "Tenth Extended Term").

3. Effective November 1, 2025, DELETE the existing **Paragraph 4.a, RENT** and SUBSTITUTE therefore the following as a new **Paragraph 4.a, 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 Tenth Amendment Term and continuing during the Tenth Extended Term based on approximately 3,840 square feet of classroom and office. The monthly rental payments, as set forth below are fixed for the duration of the Tenth Extended Term as reflected below:

| Lease Year | Monthly Rent |
|-------------------------------------|--------------|
| November 1, 2025 – October 31, 2026 | \$4,109.00 |
| November 1, 2026 – October 31, 2027 | \$4,232.00 |
| November 1, 2027 – October 31, 2028 | \$4,359.00 |

The parties hereby acknowledge and affirm that, throughout the term of this Lease, rent has been and shall continue to be calculated on the approximately 3,840 square feet of classroom and office space of the Premises and that in lieu of rent for the approximately 6,000 square feet of parking lot and the approximately 3,200 square feet of playground area, the parties agree to exchange in-kind services, the value of which is set forth in **Paragraph 42, IN-KIND AND COST SHARING REPORTING**.

4. Effective November 1, 2025, DELETE in its entirety **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore a new **Paragraph 5, OPTION TO EXTEND TERM**, which shall read as follows:

5. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY the option to extend the term of the lease on the same provision and conditions, except for the monthly rent, for one (1) three (3) year period ("Extended Term") following expiration of the Tenth Extended term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to Paragraph 7, "HOLDING OVER." The monthly rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental, then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

5. Effective November 1, 2025, DELETE in its entirety the existing **Paragraph 39, COUNTY'S RIGHT TO TERMINATE LEASE**, and SUBSTITUTE therefore the following as a new **Paragraph 39, RIGHT TO TERMINATE LEASE**, which shall read as follows:

39. RIGHT TO TERMINATE LEASE: Either party shall have the right to terminate this lease at any time after the first year of the Tenth Extended Term beginning November 1, 2026, whenever either party, in its sole discretion, determines it's in its best interest to terminate this lease, by giving at least one hundred twenty (120) days prior written notice to the other party. In the event COUNTY terminates this lease pursuant to this paragraph, the LANDLORD shall have the right to receive from COUNTY only the rent which will have been earned at the date of termination of this lease.

6. This Tenth 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 Tenth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Tenth 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 promptly execute and deliver to the other party an original signed Tenth Amendment upon request.

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7. 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 Tenth Amendment, the terms of this Tenth Amendment shall control.

END OF TENTH AMENDMENT.

SAN BERNARDINO COUNTY

UPLAND UNIFIED SCHOOL DISTRICT

▶ *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

By ▶ *Jennifer De Anda*
(Authorized signature - sign in blue ink)
Name Jennifer De Anda, Ed.D, Assistant Superintendent, Business Services

Dated: OCT 21 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Morrell*
Lynna Morrell
Clerk of the Board of Supervisors
San Bernardino County
Deputy

Dated: 9/29/25



| FOR COUNTY USE ONLY | | |
|---|---|---|
| Approved as to Legal Form ▶ <u><i>John Tubbs II</i></u> John Tubbs II, Deputy County Counsel Date <u>9-22-25</u> | Reviewed for Contract Compliance ▶ _____ Date _____ | Reviewed/Approved by Department ▶ <u><i>John Gomez</i></u> John Gomez, Real Property Manager, RESD Date <u>9/29/25</u> |