

**Contract Number**

98-08 A9

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
 Contractor	 Holt Blvd, LLC
Contractor Representative	Veronica Burgess
Telephone Number	909-980-1643
Contract Term	6/1/99 – 8/31/2030
Original Contract Amount	\$30,813,139.00
Amendment Amount	\$5,209,323.00
Total Contract Amount	\$36,022,462.00
Cost Center	7810001000
GRC/PROJ/JOB No.	57001403
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Holt Blvd, LLC ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 98-08 dated January 6, 1998, as amended by the First Amendment dated October, 27, 1998, the Second Amendment dated August 17, 1999, the Third Amendment dated December 10, 2002, the Fourth Amendment dated August 24, 2004, the Fifth Amendment dated June 5, 2007, the Sixth Amendment dated August 4, 2009, the Seventh Amendment dated September 24, 2013, and the Eighth Amendment dated December 14, 2021 (collectively, the "Lease") for certain premises located at 1637 E Holt Boulevard, Ontario, CA, as the premises is more specifically described in the Lease, which term expired on May 31, 2024, and has continued on a permitted month-to-month holdover; and,

WHEREAS, COUNTY and LANDLORD now desire to amend Lease to reflect a fifteen (15) month holdover period from June 1, 2024 through August 31, 2025 with LANDLORD'S express consent, extend the term of the Lease by exercising the last remaining 5-year option, following said holdover, for the period from September 1, 2025 through August 31, 2030, adjust the rental rate schedule, add one additional five-year option to extend, add Landlord's improvements, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Ninth Amendment"); and,

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

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from June 1, 2024, through August 31, 2025, at a monthly rate as reflected and set forth below:

Holdover Period	Monthly Rent	Total Payments
June 1, 2024 – August 31, 2025	\$67,813	\$ 1,017,195

2. Effective as of September 1, 2025, pursuant to COUNTY's exercise of its five year option to extend 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 shall be extended for an additional five (5) years, from September 1, 2025, and continuing through August 31, 2030 (the "Third Extended Term").

3. Effective as of September 1, 2025, DELETE in its entirety the existing **Paragraph 4. RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4. RENT**:

4. **RENT:**

A. The County shall pay to Landlord the following Monthly Base Rent, as defined in the table below, in arrears on the last day of each month during the Term for the Premises.

B. Subject to LANDLORD's substantial completion of the tenant improvements (as defined in Paragraph 40, LANDLORD'S IMPROVEMENTS below), the issuance, if applicable, of a final certificate of occupancy by all relevant governmental authorities, and the COUNTY's acceptance of the Improvements for COUNTY's use (but such acceptance shall not waive any defects or defaults), COUNTY shall pay to LANDLORD the following Monthly Amortized Payments, as defined in the table below, accruing in arrears and shall be payable within 30 days following the day that all Improvements to be constructed by LANDLORD and continuing for the duration of the existing term of the Lease for the Premises.

Lease Year	Monthly Base Rent	Monthly Amortized Payments	Total Monthly Payments
September 1, 2025 – August 31, 2026	\$64,396	\$1,491	\$65,887
September 1, 2026 – August 31, 2027	\$66,328	\$1,491	\$67,819
September 1, 2027 – August 31, 2028	\$68,318	\$1,491	\$69,809
September 1, 2028 – August 31, 2029	\$70,368	\$1,491	\$71,859
September 1, 2029 – August 31, 2030	\$72,479	\$1,491	\$73,970

C. Monthly Rent for the Premises 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 Automated Clearing House (ACH) 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 ACH payments

4. Effective September 1, 2025, DELETE the existing **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM**:

6. **OPTION TO EXTEND TERM.**

A. COUNTY shall have the Option to Extend Lease Term as to the Premises or any portion thereof for one (1) additional term of five (5) years ("Option Term") and the period of time during the option term on the same terms and conditions as the Lease, except the Monthly Rent for the Premises. To exercise Option Term, COUNTY shall provide LANDLORD with written notice at any time on or prior to the expiration or earlier termination of the then current Lease Term or during any Holdover Period (as later defined).

B. The Monthly Rent for the Premises during the Option Term shall be adjusted by good faith negotiation of the Parties to the fair market monthly rental rate then prevailing based on the monthly rental rent ("FMV Rent") of comparable leased premises in the County of San Bernardino. If the Parties have been unable to agree on the FMV Rent for the Premises within five (5) months of COUNTY's exercise of its option, said FMV Rent shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then current Lease Term and the determination of the Monthly Rent for the Premises by arbitration, COUNTY shall continue to pay the Monthly Rent for the Premises in the amount due for the month immediately preceding expiration of the then current Lease Term. If the FMV Rent for the Premises is determined by arbitration and COUNTY does not, for any reason, agree with such determination, COUNTY shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY's receipt of the arbitration-determined FMV Rent. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined FMV Rent for the month immediately following COUNTY's receipt of said rate determination and for the duration of the subject Option Term.

5. Effective September 1, 2025, DELETE the existing **Paragraph 8, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 8, HOLDING OVER**:

8. **HOLDING OVER:** In the event the COUNTY shall hold over and continue to occupy the Premises with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions as existed and prevailed at the time of the expiration of the term of this lease, except that the monthly rent shall be increased by 3% over the rent in effect immediately prior to expiration, and shall continue to increase by an additional 3% annually on each anniversary of the Lease expiration date.

6. Effective September 1, 2025, DELETE the existing **Paragraph 40, LANDLORD'S IMPROVEMENTS**, (provided that Exhibit "G", Exhibit "G-1", and Exhibit "H" as attached to the Eighth Amendment shall not be deleted but shall remain in full force and effect) and SUBSTITUTE therefore the following as a new **Paragraph 40, LANDLORD'S IMPROVEMENTS** and **Exhibit "G-2"** attached and incorporated herein, as follows:

40. **LANDLORD'S IMPROVEMENTS:**

A. LANDLORD, at its cost, agrees to make the improvements to the Premises as more specifically set forth in Exhibit "G-2", Improvements, attached hereto and incorporated herein by reference. The LANDLORD will pay the actual costs of the Improvements to the Premises pursuant to the specifications set forth in Exhibit "G-2", such costs shall be at LANDLORD's sole responsibility and sole cost. LANDLORD to provide lifting of the existing furniture at LANDLORD's sole costs, not to exceed \$36,300.

B. In the event LANDLORD contracts for the construction of the improvements or any portion thereof, LANDLORD shall comply with California Public Contract Code Sections 22000 through 22045 regarding bidding procedures and Labor Code section 1720.2 and 1770 et seq.. LANDLORD shall indemnify, defend, and hold harmless COUNTY and its officers, employees, contractors, and agents from any claims, actions, losses, damages and/or liability arising out of LANDLORD's non-compliance with the obligations of the applicable provisions of the aforementioned code sections. LANDLORD's indemnity obligations shall survive COUNTY's tenancy and shall not be limited by the existence or availability of insurance.

C. LANDLORD shall not to make any modifications to the improvements without first obtaining COUNTY's written approval in the form of an executed change order as set forth herein. During construction, if COUNTY's authorized COUNTY RESD representative proposes any modifications to or additional work that are not set forth in the specifications for the Improvements as set forth in this Ninth Amendment, LANDLORD shall, prior to commencing any proposed work, promptly provide pricing and schedule impacts to COUNTY for the proposed work. If the parties mutually agree to proceed with the proposed modification or additional work to the improvements ("COUNTY Change Order Work"), the authorized representatives of the Parties shall execute a change order document ("COUNTY Change Order") setting forth the agreed specifications, costs, and schedule impact, if any, for the COUNTY Change Order Work and LANDLORD shall promptly complete said COUNTY Change Order Work. Any unapproved changes will be at the sole cost and expense of LANDLORD (without any reimbursement by the COUNTY) and not the COUNTY.

D. LANDLORD shall deliver the Improvements completed in accordance with Exhibit G-2, by no later than June 30, 2026. All work to be scheduled with the least impact to business operations, outside of regular scheduled business hours, and all work to be approved by COUNTY. In the event LANDLORD, after exercising all due diligence, is unable to meet the delivery date of June 30, 2026, due to reasons which LANDLORD proves are outside the control of LANDLORD, such reasons include but are not limited to acts of God, unreasonable acts of governmental agencies causing unavoidable delays (the normal and reasonable times for review, action and reasonably anticipated delays by governmental agencies are already included in the June completion date), strikes, or labor troubles, then the Improvements completion date of June 30, 2026 shall be extended for a period equivalent to the period of such delay.

E. During construction of the Improvements set forth in Exhibit "G-2", if COUNTY's authorized representative proposes any modification or addition to the Improvements set forth in Exhibit "G-2", Improvements, LANDLORD shall, prior to commencing any proposed modification or addition promptly provide pricing and schedule impacts to the COUNTY for the COUNTY's proposed work. If the parties mutually agree to proceed with the proposed modification or addition to the Improvements ("Change Order Work"), the authorized representatives of the parties will execute a written change order ("Change Order") documenting the agreed specifications, costs, and schedule impacts, if any, for the Change Order Work as well as an administrative fee for LANDLORD in the amount of ten percent (10%) of the cost of the Change Order Work. LANDLORD will thereafter promptly complete the Change Order Work in accordance with the Change Order. Upon LANDLORD's Substantial Completion of the Improvements along with any Change Order Work and COUNTY acceptance of possession of the Premises, COUNTY shall pay LANDLORD for the Change Order Work by separate purchase order (and not by additional amortization into the monthly rent) within ninety (90) days after COUNTY's receipt of an itemized invoice, proof of payment, lien releases, and any other documents requested by COUNTY for the Change Order Work provided that such payment shall in no event be due prior to the Commencement Date. COUNTY's authorized representative may process one or more Change Orders in accordance with Paragraph 40.A provided that, notwithstanding anything to the contrary contained in this Lease, the cumulative total of all agreed Change Orders shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00). Any proposed Change Order(s) that cause the cumulative total of all agreed Change Orders to exceed One Hundred Thousand and 0/100 Dollars (\$100,000.00) shall be processed by a formal amendment to the Lease that is mutually executed by the parties.

7. Effective August 19, 2025, ADD the following as a new **Paragraph 49, LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE** and **Exhibit “I” – LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE** (formerly referred to as **Senate Bill 1439** attached and incorporated herein, which shall read as follows:

49. **LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE:** LANDLORD has disclosed to the County using “Exhibit I” – LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Landlord’s proposal to the County, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. LANDLORD acknowledges that under Government Code section 84308, LANDLORD is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Lease.

In the event of a proposed amendment to this Lease, the LANDLORD will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LANDLORD or by a parent, subsidiary, or otherwise related business entity of LANDLORD.”

8. This Ninth 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 Ninth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Ninth 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 Ninth Amendment upon request.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

9. 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 Ninth Amendment, the terms and conditions of this third Amendment shall control.

END OF NINTH AMENDMENT.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, 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
San Bernardino County

By _____
Deputy

HOLT BLVD, LLC

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Lance Lenhert

(Print or type name of person signing contract)

Title Manager

(Print or Type)

Dated: _____

Address P.O. Box 7538

Redlands, CA 92375

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	► _____	► Terry W. Thompson, Director, RESD
Date _____	Date _____	Date _____

EXHIBIT "G-2"
LANDLORD'S IMPROVEMENTS

VIDEO SURVEILLANCE INFRASTRUCTURE

Landlord to provide concrete core and conduit sleeve through Building parapet in (4) corner locations to accommodate the County's installation of surveillance camera.

NEW POWER INFRASTRUCTURE FOR ACCESS CONTROL

Provide 110V power in junction box at ceiling above South entrance doors to accommodate County's installation of card reader access controls system.

WALL PAINT

Provide new Building Standard paint on all walls in areas noted in leased space; new paint on walls will go around all furniture against walls.(workstations, bookcases, and file cabinets to be will not be dismantled)

CARPET & BASE

Remove and dispose of existing flooring in areas noted in leased space; prepare floor.

Provide new carpet tile in areas noted in leased space with new rubber wall base. (existing flooring in Lobby, Breakroom, and Storage Rooms to remain)

FURNITURE LIFT

Provide labor to lift all empty furniture in place to allow for flooring installation; furniture against walls will be lifted in place only; all furniture packed / unpacked by COUNTY and all electronics to be removed / reinstalled by COUNTY. Any cost to lift furniture that exceeds \$36,300 will be considered a COUNTY change order, as specified in the Lease, Paragraph 40. LANDLORD'S IMPROVEMENTS.

DRINKING FOUNTAINS

Provide (2) new compliant drinking fountains with integral bottle fillers at existing locations tied to existing waste; remove and dispose of existing units.



EXHIBIT "I"

Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Landlord must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Landlord: Holt Blvd, LLC

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?
 Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.
 No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Jack Dangermond, President

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Jack and Laura Dangermond Trust	Parent

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
City-Commercial	Michelle Villanueva	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Landlord certifies that the statements made herein are true and correct. Landlord understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.



Signature

Lance Leebert

Print Name

7/30/25

Date

Holt Blvd, LLC

Print Entity Name, if applicable