



Contract Number

00-802 A-9

SAP Number

Real Estate Services Department

| | |
|---|--------------------------------|
| Department Contract Representative | Terry W. Thompson, Director |
| Telephone Number | (909) 387-5000 |
| Contractor | Upland Unified School District |
| Contractor Representative | Terry Comnick |
| Telephone Number | (909) 985-1864 ext.222 |
| Contract Term | 8/1/1997-1/31/2025 |
| Original Contract Amount | \$686,088 |
| Amendment Amount | \$161,730 |
| Total Contract Amount | \$847,818 |
| Cost Center | N/A |
| GRC/PROJ/JOB No. | 59001381 |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Upland Unified School District, ("LANDLORD"), as landlord, have previously entered into Lease Agreement, Contract No. S-98-014 dated December 16, 1997, as amended by the First Amendment on March 30, 1999, the Second Amendment on July 11, 2000, the Third Amendment on 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 on June 25, 2013, the Eighth Amendment on July 25, 2017 (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, which Lease expired on July 31, 2022 and has since continued on a month-to-month holdover; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a thirty-month holdover period from August 1, 2020 through January 31, 2023 with the LANDLORD's consent and to extend the term of the Lease for two (2) years from February 1, 2023 through January 31, 2025 (the "Ninth Extended Term"), adjust the rental rate schedule, and amend certain other terms and conditions of the Lease as more specifically set forth in this amendment ("Ninth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective as of February 1, 2023 unless otherwise expressly provided herein, the parties hereto agree the Lease, is amended as follows:

1. Pursuant to **Paragraph 7, HOLDING OVER**, County shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from August 1, 2020 through January 31, 2023 in the monthly amount of \$ 2,995 for a total of \$89,850 for the duration of the holdover.

2. **EXTEND** the term of the Lease as provided in **Paragraph 3, TERM**, for two (2) years from February 1, 2023 through January 31, 2025 (the "Ninth Extended Term"). The parties acknowledge and agree

that the existing two three-year options to extend the term of the Lease pursuant to Paragraph 6, OPTION TO EXTEND TERM remains available for future exercise by the COUNTY in accordance with said paragraph.

3. DELETE in its entirety 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 Ninth Extended Term and continuing during the Ninth 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 Ninth Extended Term as reflected below:

| | |
|-------------------------------------|-------------|
| February 1, 2023 – January 31, 2024 | \$ 2,995.00 |
| February 1, 2024 – January 31, 2025 | \$ 2,995.00 |

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 7,000 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.

5. 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 mail 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.

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6. All other terms and conditions 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 Ninth Amendment shall control.

END OF NINTH AMENDMENT.

SAN BERNARDINO COUNTY

UPLAND UNIFIED SCHOOL DISTRICT

►

Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

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

Name Terry Cornick

Title Assistant Superintendent of Business

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Agnes Cheng, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Lyle Ballard, Real Property Manager, RESD
Date _____