



**Contract Number**

**05-153 A4**

**SAP Number**

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Fontana Unified School District
<b>Contractor Representative</b>	Leslie Barnes, Associate Superintendent of Business Services
<b>Telephone Number</b>	(909) 357-7600
<b>Contract Term</b>	2/8/2005 – 12/31/2030
<b>Original Contract Amount</b>	\$0
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$0
<b>Cost Center</b>	6403162600
<b>GRC/PROJ/JOB No.</b>	6000-2113
<b>Grant Number (if applicable)</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Fontana Unified School District ("DISTRICT"), have previously entered into a Joint Use Agreement, Contract No. 05-153 dated March 15, 2005, as amended by the First Amendment dated June 16, 2009, as amended by the Second Amendment dated June 17, 2014, as amended by the Third Amendment dated September 24, 2019 (collectively, the "Agreement"), wherein the DISTRICT agreed to license certain DISTRICT- owned premises located at 15551 Summit Avenue, Fontana, CA, as more specifically described in the Agreement, to COUNTY for a term that expired on June 30, 2024 but has continued on a permitted month-to-month holdover, and;

WHEREAS, the COUNTY and DISTRICT now desire to amend the Agreement to reflect the COUNTY's exercise of its final five-year option by extending the term of the Agreement from January 1, 2026 through December 31, 2030, add one additional five-year option to extend the Agreement, and to amend certain other terms of the Agreement as set forth in this amendment (the "Fourth Amendment").

NOW, THEREFOR, 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. COUNTY shall, with DISTRICT's express consent granted herein, use the Premises on a month-to-month holdover term for the period of July 1, 2024, through December 31, 2025.

2. Effective January 1, 2026, DELETE in its entirety the existing **Paragraph 3.7, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3.7, TERM**:

**3.7 TERM:** This Agreement shall commence January 1, 2026, and expire on December 31, 2030 ("Fourth Extended Term"), with annual review and analysis of costs as set forth in **Paragraph 6.6, OPERATION EXPENSE, MAINTENANCE AND REPAIR**. Upon the expiration or early termination of this Agreement, all materials, supplies, furniture, and equipment purchased by the COUNTY shall be removed from the Library Facility. DISTRICT grants the COUNTY One (1) Five-year option to extend the term of the Agreement on the same provisions and conditions as existed as the expiration of the then current term.

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

4. 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 Fourth Amendment, the terms and conditions of this Fourth Amendment shall control.

#### END OF FOURTH AMENDMENT.

SAN BERNARDINO COUNTY

FONTANA UNIFIED SCHOOL DISTRICT

►  
\_\_\_\_\_  
Dawn Rowe, 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 Leslie Barnes

Associate Superintendent of Business  
Title Services

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

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

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

Address 9680 Citrus Avenue  
Fontana, CA 92335

#### FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	► _____	► John Gomez, Real Property Manager, RESD
Date _____	Date _____	Date _____