

FOURTEENTH AMENDMENT TO LEASE AGREEMENT

This Fourteenth Amendment to Lease Agreement (“**Amendment**”) is made by and between the San Bernardino International Airport Authority (“**LANDLORD**”) and the San Bernardino County Fire Protection District (“**COUNTY FIRE**”).

WHEREAS, COUNTY FIRE and LANDLORD have previously entered into a Lease Agreement, Contract No. 95-365 dated May 23, 1995, as amended by the First Amendment dated January 30, 1996, the Second Amendment dated June 23, 1998, the Third Amendment dated September 13, 2005, the Fourth Amendment dated April 22, 2008, the Fifth Amendment dated January 12, 2010, the Sixth Amendment dated January 14, 2014, the Seventh Amendment dated November 18, 2014, the Eighth Amendment dated April 19, 2016, the Ninth Amendment dated May 23, 2017, Tenth Amendment dated May 22, 2018, the Eleventh Amendment dated May 21, 2019, Twelfth Amendment dated April 21, 2020, and Thirteenth Amendment dated August 24, 2021 (collectively, the “**Lease**”), wherein, LANDLORD agreed to lease certain real property to COUNTY FIRE, which Lease expired on August 31, 2022 and has since continued on a permitted month-to-month holdover; and

WHEREAS, COUNTY FIRE and LANDLORD now desire to extend the term of the Lease from February 1, 2026 through January 31, 2027 following a permitted holdover for the period from September 2022 through January 31, 2026, and amend certain other provisions and terms of the Lease as set forth in this Amendment; and

NOW, THEREFORE, in consideration of mutual covenants and conditions as set forth herein, the parties agree that the Lease is amended effective February 1, 2026, as follows:

1. **Holdover Period.** Pursuant to Lease Paragraph 7, HOLDING OVER, COUNTY FIRE has had possession of portions of the Premises from September 2022 through January 31, 2026 (the “**Holdover Period**”), with LANDLORD’s consent on a month-to-month basis.
2. **Premises.** The Premises as defined in the Lease Paragraph 2, PREMISES LEASED, shall exclude, from and after September 1, 2022, the approximately 29,978 square foot building (the “**Building**”) located on property and the Premises shall consist of the real property consisting of approximately 172,062 square feet and described on Exhibit “A” attached hereto. Notwithstanding the foregoing, LANDLORD reserves a right of way for ingress and egress over the Premises for access to the Building as described on Exhibit “A - Page 2” attached hereto and reciprocal parking as described on Exhibit “A – Page 3” attached hereto.
3. **Term.** The term of the Lease in Paragraph 3, TERM shall be extended for one-calendar year commencing on February 1, 2026 and expiring on January 31, 2027.
4. **No Option to Extend.** Paragraph 5, OPTION TO EXTEND TERM, of the Lease is hereby deleted. COUNTY FIRE acknowledges that the Lease does not contain any option to extend the term of the Lease.
5. **Rent.** Delete in its entirety the existing Paragraph 4, RENT and Substitute therefore the following as a new Paragraph 4, RENT, which shall read as follows:

“4. **RENT:**

a. **Monthly Rent.** COUNTY FIRE shall pay to LANDLORD monthly rental payments for the Premises in arrears on the last day of each month, commencing on February 1, 2026 and continuing through January 31, 2027, in the amount of Nineteen Thousand Seven Hundred Eighty Seven and 13/100 Dollars (\$19,787.13). Rent for any partial months shall be prorated based upon the actual number of days of the month. All rent shall be paid to LANDLORD at the address to which notices to LANDLORD are given.

b. **Holdover Rent.** The combined scheduled rent for the Holdover Period is \$500,077.00. LANDLORD and COUNTY FIRE each acknowledge that COUNTY FIRE vacated and did not occupy the Building during the Holdover Period from September 1, 2022, referenced in Section 1 above, and LANDLORD agrees to provide COUNTY FIRE with a credit of \$76,804.48 against the Holdover Period rent thereby reducing the total net rent due for such period to \$423,272.52. COUNTY FIRE shall pay to LANDLORD the total net rent for the Holdover Period within 60 days upon the execution of this Amendment.”

6. **Return of Premises.** Delete in its entirety the existing Paragraph 6, RETURN OF PREMISES, and Substitute therefore the following as a new Paragraph 6, RETURN OF PREMISES, which shall read as follows:

“6. **RETURN OF PREMISES:** On the last day or sooner termination of this Lease, COUNTY FIRE shall quit and surrender the Premises in as good condition and repair as the Premises now are, reasonable wear and tear excepted. COUNTY FIRE shall further remove all modular units, fixtures, equipment and other items stored or located on the Premises and return Premises to a clean condition, free of any debris. Notwithstanding the foregoing, COUNTY FIRE shall have no obligation to make any corrections or improvements to the Building, and any fixtures, equipment or other items located in the Building and belong to COUNTY FIRE shall be deemed abandoned and LANDLORD may dispose of the same without notice or obligation to COUNTY FIRE.”

7. **Use:** The first sentence of Paragraph 9, USE, of the Lease is deleted in its entirety and replaced with the following two sentences, with the rest of Paragraph 9 to remain:

“COUNTY FIRE’s permitted use of the Premises shall be for fire, life, safety training and support services. COUNTY FIRE shall have the right to place and use mobile modular units on the Premises at its sole cost and expense, as necessary for the use of the Premises...”

8. **Maintenance.** Delete in its entirety the existing Paragraph 18, subparagraph a., and Substitute therefore the following as new Paragraph 18, subparagraph a., which shall read as follows:

“a. COUNTY FIRE shall at its cost and expense maintain and keep the Premises and all improvements located thereon, excluding the Building, in good and safe condition and repair, including all modular units and other equipment placed or stored on the Premises, the landscaping, irrigation systems, and parking areas. COUNTY FIRE shall have no obligation to maintain or repair the Building.”

9. **Utilities.** Delete in its entirety the existing Paragraph 22, UTILITIES, and Substitute therefore the following as new Paragraph 22, UTILITIES, which shall read as follows:

“22. **UTILITIES:** COUNTY FIRE shall arrange for and pay all service charges and utilities for the Premises, including utilities for modular units; provided, however, that COUNTY FIRE shall have no obligation to pay for any utilities furnish to the Building. LANDLORD shall be responsible for paying for all utilities provided to the Building. If utility service to the Building is not separately metered, LANDLORD and COUNTY FIRE shall cooperate to obtain a separate meter or submeter for the Building and/or equitable allocation of the cost of utilities provided to the Building.”

10. **Cooperation for Relocation.** The parties acknowledge that COUNTY FIRE’s use of the Premises is a non-aeronautical use, and the existing use is inconsistent with long-term continued use of airport property pursuant to LANDLORD’s airport deed and grant assurance compliance. COUNTY FIRE, desires to relocate its operations to another location prior to the end of the Lease term, and LANDLORD agrees to cooperate with COUNTY FIRE in seeking other potential locations. In the event sufficient progress has been made with respect to COUNTY FIRE’s relocation, LANDLORD may consent to a potential short-term extension, which extension would be subject to mutual agreement in writing by both LANDLORD and COUNTY FIRE.

11. **Mutual Release of Claims.**

a. COUNTY FIRE experienced a release of lead based paint in the Building and upon expiration of the fixed lease term, vacated and surrendered the Building (but not the entire other demised Premises) on or by August 31 2022. COUNTY FIRE incurred expenses and costs related to the existence and remediation of lead based paint in the Building and the removal and relocation of furniture, equipment and stored items from the Building. As used herein the term “**Lead Based Paint Claims**” shall mean all costs, expenses, losses or damages of any nature or kind related to (i) the existence and/or release of lead based paint in or originating from the Building, (ii) the relocation of furniture, equipment and/or stored items from the Building, (iii) COUNTY FIRE’s occupancy of the Building, and (iv) any matters or claims previously made or asserted by COUNTY FIRE against LANDLORD, whether formally or informally communicated, relating to lead based paint in or originating from the Building. Neither party makes any admission of responsibility related to the Lead Based Paint Claims.

b. As used herein the term “**Landlord Rent Claims**” shall mean any late fees, interest, or claims of default related to COUNTY FIRE’s non-payment of rent during the Holdover Period, excluding from such term the net rent due for the Holdover Period payable under this Amendment pursuant to Section 5 above.

c. In consideration of the mutual covenant, agreements and releases contained herein, COUNTY FIRE and LANDLORD do hereby release and forever discharge each other, and all of their successors, assigns, agents, representatives, attorneys, and all persons acting by, through, under or in concert with each of them, of and from any and all manner of action or actions, cause or causes of action, at law or in equity, suits, debts, liens, liabilities, claims, rights, obligations, demands, damages, losses, costs or expenses, of any nature whatsoever, known or unknown, fixed

or contingent, which (i) COUNTY FIRE may have against LANDLORD by reason of or related to the Lead Based Paint Claims, or (ii) which LANDLORD may have against COUNTY FIRE by reason of or related to the Landlord Rent Claims. The foregoing release shall exclude all rights created under this Addendum.

d. By releasing and forever discharging claims both known and unknown, as above provided, COUNTY FIRE and LANDLORD each expressly waive any rights under California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know of or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor,"

as well as under any other statutes and/or common law principles of similar effect arising in any jurisdiction.

12. **Airport Grant Assurances and FAA Lease Provisions.** The Premises is located on the San Bernardino International Airport and subject to compliance by LANDLORD and COUNTY FIRE with (i) LANDLORD's airport deed, (ii) the Standard Airport Development Provisions for Leases and Permits attached hereto as Exhibit "B" and incorporated herein by reference, and (iii) the required Federal Aviation Administration provisions set forth on Exhibit "C" attached hereto and incorporated herein by reference.

13. **Controlling Agreement.** All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between the Lease and this Fourteenth Amendment, the provisions of this Amendment shall control.

14. **Counterparts.** This Fourteenth 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 Fourteenth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fourteenth 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 Fourteenth Amendment upon request.

SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT

Dawn Rowe, Chair

►

Dated: _____

SAN BERNARDINO
INTERNATIONAL AIRPORT
AUTHORITY

*Mike Burrows, Chief Executive
Officer*

►

Dated: _____

[Attach Exhibit A]

Exhibit "B"
Standard Airport Development Provisions for Leases and Permits

1. SBIAA reserves the right to further develop or improve the landing area of the San Bernardino International Airport (the "Airport") as SBIAA sees fit, regardless of the desires or view of COUNTY FIRE and without interference or hindrance.
2. SBIAA reserves the right, but shall not be obligated to COUNTY FIRE to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of COUNTY FIRE in this regard.
3. The Lease shall be subordinate to the provisions and requirements of any existing or future agreement between SBIAA and the United States, relative to the development, operation or maintenance of the Airport, including SBIAA's federal grant assurance obligations as promulgated by the FAA.
4. There is hereby reserved to SBIAA, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation of the Airport.
5. COUNTY FIRE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
6. COUNTY FIRE by accepting the Lease expressly agrees for himself/herself/itself and all successors and assigns that COUNTY FIRE will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which would exceed the height limits of Part 77 of the Federal Aviation Regulations, except as specifically shown on construction plans approved in writing by SBIAA following any applicable Federal Aviation Administration review. In the event the aforesaid covenants are breached, SBIAA reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the COUNTY FIRE.
7. COUNTY FIRE by accepting the Lease expressly agrees for himself/herself/itself and all successors and assigns that COUNTY FIRE will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, SBIAA reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of COUNTY FIRE.
8. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal

Aviation Act of 1958 (49 U.S.C. 1349a).

9. The Lease and all the provisions thereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

EXHIBIT C

FAA CONTRACT PROVISIONS FOR LEASES, LICENSE AGREEMENTS AND PERMITS

1. **DEFINITION:** As herein the term “Contractor” shall also mean COUNTY FIRE as lessee of the Premises and consultants of COUNTY FIRE as applicable.

2. GENERAL CIVIL RIGHTS PROVISIONS

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

C. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

3. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SBIAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to SBIAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, SBIAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as SBIAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request SBIAA to enter into any litigation to protect the interests of SBIAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by SBIAA pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is

extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the San Bernardino International Airport Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.

**5. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY
ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the San Bernardino International Airport Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the San Bernardino International Airport Authority will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.

6. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).