



Contract Number
98-732 A-8

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Westminster United Presbyterian Church</u>
Contractor Representative	<u>Barbara Alwin, Congregational President</u>
Telephone Number	
Contract Term	<u>9/1/1998 – 7/31/2028</u>
Original Contract Amount	<u>\$2,274,326.52</u>
Amendment Amount	<u>\$561,276.00</u>
Total Contract Amount	<u>\$2,835,602.52</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>59001455</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (“COUNTY”), as tenant, and Westminster United Presbyterian Church (“LANDLORD”), as landlord, have entered into a Lease Agreement, Contract No. 98-732 dated August 25, 1998, as amended by a First Amendment dated February 26, 2002, a Second Amendment dated August 26, 2003, a Third Amendment dated August 30, 2005, a Fourth Amendment dated October 23, 2007, a Fifth Amendment dated August 9, 2011, a Sixth Amendment dated August 25, 2015, and a Seventh Amendment dated July 23, 2019 collectively (the “Lease”), wherein LANDLORD leases certain premises, comprising a total of approximately 22,270 square feet to COUNTY, located at 720 N. Sultana Avenue, Ontario, CA, which Lease expired August 31, 2023 and has continued on a permitted month-to-month holdover; and,

WHEREAS, COUNTY and LANDLORD desire now to amend the Lease to reflect a permitted holdover for the period of September 1, 2023 through July 31, 2024, exercise COUNTY’s four-year option to extend the term for four (4) years for the period of August 1, 2024 through July 31, 2028, adjust the rent schedule, add one (1) four-year option to extend the term of the Lease, and to amend certain other provisions of the Lease as more specifically set forth in this amendment (the “Eighth Amendment”); and,

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

1. Pursuant to **Paragraph 7., HOLDING OVER**, COUNTY shall with LANDLORD'S express permission granted herein, occupy the Premises on a month-to-month tenancy for the period from September 1, 2023 to July 31, 2024 at a rental amount of \$8,964.00 per month for a total holdover rent of \$98,604.00.

2. Effective August 1, 2024, pursuant to COUNTY's exercise of its option under **Paragraph 5., OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3., TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3., TERM**, which shall read as follows:

"3. **TERM:** The term of the Lease shall be extended for four (4) years for the period of August 1, 2024 through July 31, 2028 (the "Eighth Extended Term")."

3. Effective August 1, 2024, DELETE in its entirety the existing **Paragraph 4. a., RENT**, and SUBSTITUTE therefore a new **Paragraph 4. a., RENT** which shall read as follows:

"4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in advance on or before the tenth (10th) day of each month during the Eighth Extended Term, subject to annual increases as set forth below:

August 1, 2024 through July 31, 2025 – monthly payments of \$9,234.00
August 1, 2025 through July 31, 2026 – monthly payments of \$9,504.00
August 1, 2026 through July 31, 2027 – monthly payments of \$9,774.00
August 1, 2027 through July 31, 2028 – monthly payments of \$10,044.00

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 5,400 square feet of office and classroom space of the Premises, and that in lieu of rent for the approximately 10,344 square feet of parking and the approximately 6,526 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 August 1, 2024, DELETE in its entirety the existing **Paragraph 5., OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as 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 provisions and conditions, except for the monthly rent, for one (1) four-year period ("extended term") following the expiration of the Eighth Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the immediately preceding term or during any holding over pursuant to **Paragraph 7., HOLDING OVER**. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in the cities of Ontario, Upland, Rancho Cucamonga, Montclair, and Chino. The fair market rental rate shall be determined by taking the median of a minimum of three (3) rental rates of comparable properties located in the cities of Ontario, Upland, Rancho Cucamonga, Montclair, and Chino that are listed in a commercial leasing advertisement. If the required minimum of three (3) comparable property rental rates is not met, the current monthly rental of the preceding term shall be determined to be the fair market rental rate and will be the monthly rent for the extended term. If the parties have been unable to agree upon the said fair market rental rate within five (5) months of the COUNTY's notice to exercise an option for an extended term, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the fair market rental rate is determined by arbitration, the COUNTY has the right to terminate the Lease by giving termination notice to the LANDLORD within thirty (30) days of being notified of the new fair market rental rate."

5. ADD a new **Paragraph 54., CAMPAIGN CONTRIBUTION DISCLOSURE (SB 143)**, and **Exhibit “E”, Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which said Paragraph 54 shall read as follows:

“54. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**: LANDLORD has disclosed to the County using “Exhibit E” – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 \$250 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 \$250 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.”

6. 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 Eighth Amendment, the terms and conditions of this Eighth Amendment shall control.

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

END OF EIGHTH AMENDMENT.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

**WESTMINSTER UNITED PRESBYTERIAN
CHURCH**

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

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

Name Barbara Alwin

Title Congregational President
(Print or Type)

Dated: _____

Address 720 N. Sultana Avenue

Ontario, CA 91764-3235

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
John Tubbs II, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____
Lyle Ballard, Real Property Manager, RESD

Date _____



EXHIBIT "E"

Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting 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:

Westminster United Presbyterian Church

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:

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
<i>Presbytery of Riverside</i>	<i>Ruling body of Presbytery church in the area</i>

6. Name of agent(s) of LANDLORD:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<i>None</i>		

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):
<i>None</i>		

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 \$250, 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.

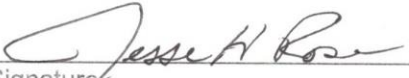
10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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 \$250 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

Jesse H. Rose
Print Name

Apr. 16, 2024
Date

Westminster United
Print Entity Name, if applicable