



Contract Number  
09-30 A-2

SAP Number

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	City of Chino Hills
<b>Contractor Representative</b>	Benjamin Montgomery
<b>Telephone Number</b>	(909) 364-2610
<b>Contract Term</b>	1/13/09 - 4/30/29
<b>Original Contract Amount</b>	\$15.00
<b>Amendment Amount</b>	\$5.00
<b>Total Contract Amount</b>	\$20.00
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	60002625
<b>Internal Order No.</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of Chino Hills ("CITY"), as landlord, entered into Lease Agreement No. 09-30 dated January 13, 2009, amended by the First Amendment dated April 16, 2019 (collectively the "Lease") wherein the CITY leases to the COUNTY certain premises of approximately 30,270 square feet of space (the "Premises") at 14020 City Center Drive, Chino Hills, CA, as the Premises is more specifically described in the Lease, which Lease expired on December 31, 2023; and has since continued on a permitted month-to-month holdover: and,

WHEREAS, the COUNTY and CITY now desire to amend the Lease to reflect the COUNTY's exercise of its existing option to extend the term of the Lease for five (5) years from May 1, 2024 to April 30, 2029 following a permitted holdover for the period of December 31, 2023 through April 30, 2024, adjust the rental schedule, and amend certain other terms and conditions of the Lease as more specifically set forth in this amendment ("Second Amendment").

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

1. Pursuant to **Paragraph 7, HOLDING OVER**, COUNTY shall, with CITY's express consent granted herein, occupy the Premises on a holdover tenancy for the period from January1, 2024 through April 30, 2024.

2. Effective as of May 1, 2024, pursuant to COUNTY's exercise of its option in **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**:

“3. **TERM:** The term of the Lease shall be extended for five (5) years, commencing on May 1, 2024, and expiring on April 30, 2029 (the “Second Extended Term”).”

3. Effective as of May 1, 2024, 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 CITY the following annual rental payments commencing January 1, 2019 and continuing during the remainder of the Second Extended Term:

<b>Lease Year</b>	<b>Annual Rent</b>
May 1, 2024, thru April 30, 2025	\$1.00
May 1, 2025 thru April 30, 2026	\$1.00
May 1, 2026 thru April 30, 2027	\$1.00
May 1, 2027thru April 30, 2028	\$1.00
May 1, 2028 thru April 30, 2029	\$1.00

4. Effective as of May 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**:

“5. **OPTION TO EXTEND TERM:** The CITY gives COUNTY the option to extend the term of the lease on the same provisions and conditions, except for annual rent, for one (1) five-year period, following the expiration of the Second Extended Term, by COUNTY giving notice of its intention to exercise the option to CITY prior to the expiration of the preceding term or during any holding over pursuant to Paragraph 7, HOLDING OVER.

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

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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 Second Amendment, the terms and conditions of this Second Amendment shall control.

**END OF SECOND 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  
CHAIR OF THE BOARD

Lynna Monell Clerk of the Board of  
Supervisors  
San Bernardino County

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

**CITY OF CHINO HILLS**

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Benjamin Montgomery  
*(Print or type name of person signing contract)*

Title City Manager  
*(Print or Type)*

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

Address 14000 City Centre Drive  
Chino Hills, CA 91709

Attest: \_\_\_\_\_  
Cheryl Balz, City Clerk

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

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 \_\_\_\_\_