

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number
09-30 A-2

SAP Number

Real Estate Services Department

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

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 January 1, 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:

Lease Year	Annual Rent
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, 2027 thru 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

By *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: APR 23 2024
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
Deputy

By *Jennifer Malone*



CITY OF CHINO HILLS

By *Ben Montgomery*
(Authorized signature - sign in blue ink)

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

Title City Manager
(Print or Type)

Dated: 4/2/2024

Address 14000 City Centre Drive
Chino Hills, CA 91709

Attest: *Lynna Monell*
Cheryl Balz, City Clerk

Dated: 4/4/2024

Approved as to Legal Form
John Tubbs II
John Tubbs II, Deputy County Counsel
Date 3-15-24

Reviewed for Contract Compliance
Date _____

Reviewed/Approved by Department
Lyle Ballard
Lyle Ballard, Real Property Manager, RESD
Date 4/11/24