



Contract Number

09-71 A4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of Chino Hills
Contractor Representative	Benjamin Montgomery
Telephone Number	(909) 364-2600
Contract Term	4/1/2009– 2/28/2031
Original Contract Amount	\$18.00
Amendment Amount	\$4.00
Total Contract Amount	\$22.00
Cost Center	7810001000
GRC/PROJ/JOB No.	3000 2581
Grant Number (if applicable)	

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. 09-71 dated January 27, 2009, as amended by the First Amendment dated April 21, 2015, the Second Amendment dated January 1, 2019, and as amended by the Third Amendment dated February 28, 2023 (collectively, the "Lease"), wherein the CITY leases to the COUNTY certain premises of approximately 2,500 square feet of office space and approximately 840 square feet of patio area collectively, the "Premises") at 14000 City Center Drive, Chino Hills, CA, as the Premises is more specifically described in the Lease, which Lease expires on February 28, 2027; and,

WHEREAS, the COUNTY and CITY now desire to amend the Lease to extend the term of the Lease for four (4) years, following the Third Extended Term, for the period of March 1, 2027, through February 28, 2031, by exercising the existing four-year extension option, adjust the rental schedule, add one (1) four-year option to extend the term, update the maintenance provision, and amend certain other terms and conditions of the Lease as more specifically set forth in this amendment ("Fourth Amendment").

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

1. Effective March 1, 2027, pursuant to the COUNTY's exercise of the existing four-year extension option in **Paragraph 6, 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, commencing on March 1, 2027, and expiring on February 28, 2031 (the "Fourth Extended Term").

2. Effective March 1, 2027, DELETE in its entirety the existing **Paragraph 4.a, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.a, RENT**, which shall read as follows:

4. **RENT:**

a. COUNTY shall pay to CITY the following annual rental payments commencing March 1, 2027, and continuing during the remainder of the Fourth Extended Term:

<u>Year</u>	<u>Annual Lease Cost</u>
March 1, 2027 – February 29, 2028	\$1.00
March 1, 2028 – February 28, 2029	\$1.00
March 1, 2029 – February 28, 2030	\$1.00
March 1, 2030 – February 28, 2031	\$1.00
Total Cost	\$4.00

3. Effective March 1, 2027, DELETE in its entirety the existing **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM**, which shall read as follows:

6. **OPTION TO EXTEND TERM:** CITY gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the annual rent, for one (1) four-year period ("extended term") following expiration of the Fourth Extended Term, by COUNTY giving notice of its intention to exercise the option to CITY on or prior to the expiration of the Fourth Extended Term or during any holding over pursuant to Paragraph 8, HOLDING OVER. The annual rent for any extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing for the Premises based upon the rental rates of comparable leased premises in the City of Chino Hills and surrounding areas.

4. Effective December 16, 2025, DELETE in its entirety the existing **Paragraph 10, USE**, and SUBSTITUTE therefore the following as a new **Paragraph 10, USE**, which shall read as follows:

10. **USE:** COUNTY shall occupy and use the Premises during the term of the Lease for the purposes of providing the primary office space for the County's Fourth District Supervisor and the Supervisor's direct office staff. In the event the County's Fourth District Supervisor ceases using the Premises for the Supervisor's primary office, the COUNTY may elect to terminate this lease or may elect to continue leasing the Premises for another COUNTY department. If the COUNTY elects to continue leasing the Premises for another COUNTY department, the Lease shall be amended accordingly, the rental rate shall be negotiated to reflect market rent. Such continued occupancy shall be subject to the CITY's prior written consent, which shall include the CITY's approval of the COUNTY department proposed to occupy and use the Premises.

5. Effective December 16, 2025, ADD **Paragraph 13.c, MAINTENANCE**, which shall read as follows:

13. **MAINTENANCE:**

c. COUNTY, at its sole cost and expense, shall be responsible for replacing the carpet and repainting the interior of the Premises only as and when deemed necessary in the

COUNTY's sole discretion, to maintain the Premises in a condition suitable for COUNTY's operations.

6. 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.

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7. All other terms and conditions 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

CITY OF CHINO HILLS

►

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

By ►

(Authorized signature - sign in blue ink)

Name Benjamin Montgomery

Title City Manager

Dated: _____

Address 14000 City Center Drive

Chino Hills, CA 91709

Attest:

Cheryl Balz, City Clerk

Date:

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 _____