



Contract Number
13-707 A-2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of Ontario
Contractor Representative	Dennis Mejia, Utilities Engineering Director
Telephone Number	(909) 395-2605
Contract Term	9/1/2013 – 8/31/2028
Original Contract Amount	\$10,617
Amendment Amount	\$ 7,280
Total Contract Amount	\$17,897
Cost Center	6701004250
GRC/PROJ/JOB No.	69003158

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the City of Ontario as licensee (“LICENSEE”) and San Bernardino County as licensor (“COUNTY”) have previously entered into a License Agreement, Contract No. 13-707, dated August 30, 2013 and amended by the First Amendment dated August 21, 2018, (the “License”) wherein the COUNTY licenses certain real property to the LICENSEE which term is scheduled to expire August 31, 2023; and,

WHEREAS, the COUNTY and LICENSEE desire now to amend the License to reflect the LICENSEE’s exercise of the second of its four (4) five-year options to extend the term of the License for five additional years, commencing on September 1, 2023 and expiring August 31, 2028, and adjust the License fee schedule, as more specifically described in this second amendment (“Second Amendment”); and,

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

1. Effective September 1, 2023, pursuant to **Paragraph 3., OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 2., TERM** and SUBSTITUE therefore a new **Paragraph 2., TERM**, which shall read as follows:

“2. **TERM**: The term of the License shall be extended for a period of five (5) years, commencing on September 1, 2023 and expiring on August 31, 2028 (“Second Extended Term”).”

2. Effective September 1, 2023, DELETE in its entirety the existing **Paragraph 4., FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 4., FEES**, which shall read as follows:

“4. **FEES:**

- A. LICENSEE shall pay to COUNTY upon commencement of the Second Extended Term the sum of One Thousand Four Hundred Fifty-Six and 00/100 Dollars (\$1,456.00).
- B. If any fee or any other sums due to COUNTY are not paid when due and payable, LICENSEE shall pay to COUNTY an additional Fifty and 00/100 Dollars (\$50.00) for each fee or other sums due to COUNTY as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue fees or other sums due or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. Fees and other sums not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.”

3. All other provisions and terms of this License shall remain the same and are hereby incorporated by reference. In the event of conflict between the License and this Second Amendment, the provisions and terms of this Second Amendment shall control.

END OF SECOND AMENDMENT

* * * * *

SAN BERNARDINO COUNTY

LICENSEE: CITY OF ONTARIO

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

►

Dawn Rowe, Chair, Board of Supervisors

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

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Scott Ochoa
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title City Manager
(Print or Type)

By _____
Deputy

Dated: _____

Address 1425 S. Bon View Ave.

Ontario, CA 91761-2657

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 _____