



Contract Number

07-147 A-2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	City of Montclair
Contractor Representative	Mikey Fuentes
Telephone Number	(909) 625-9497
Contract Term	09/1/23 – 08/31/28
Original Contract Amount	\$919,032.00
Amendment Amount	\$392,144.32
Total Contract Amount	\$1,271,647.36
Cost Center	7810001000
GRC/PROJ/JOB No.	60002290

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (“COUNTY”), as tenant, and City of Montclair (“CITY”), as Landlord, have previously entered into Lease Agreement, Contract No. 07-147 A-1 dated December 5, 2017 (“Lease”) wherein CITY leases certain premises located at 9955 Fremont Avenue, Montclair, CA 91763 as more specifically described in the Lease, to the COUNTY; which Lease expired dated December 31, 2022 and has continued on a permitted month to month holdover; and

WHEREAS, the COUNTY and CITY now desire to amend the Lease to extend the term of the Lease for five (5) years for the period of September 1, 2023 through August 31, 2028, following a permitted holdover for the period of January 1, 2023 through August 31, 2023, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment (the “Second Amendment”).

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective as of September 1, 2023, unless otherwise expressly provided herein, 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, 2023 through August 31, 2023, in the total amount of \$39,529.

2. EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for five (5) years from September 1, 2023 through August 31, 2028 (the “Second Extended Term”). The parties acknowledge and agree that the existing five-year option to extend the term of the Lease pursuant to **Paragraph 5, OPTION TO EXTEND TERM** remains available for future exercise by the COUNTY in accordance with said paragraph.

3. DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. RENT:

A. COUNTY shall pay to CITY the following monthly rental payments payable quarterly in advance on the first day of the first month of each calendar quarter year, commencing when the Second Extended Term commences, continuing during the Second Extended Term, subject to an approximate two percent (2%) annual increase reflected and included in the amounts as more specifically set forth below:

September 1, 2023 through August 31, 2024	\$5,646.50
September 1, 2024 through August 31, 2025	\$5,759.43
September 1, 2025 through August 31, 2026	\$5,874.62
September 1, 2026 through August 31, 2027	\$5,992.11
September 1, 2027 through August 31, 2028	\$6,111.95

B. Rent for any partial month shall be prorated based on actual number of days of the month. CITY shall accept all Rent and other payments from COUNTY under this Lease via electronic fund transfer (EFT) directly deposited into the CITYS designated checking or other bank account. CITY shall promptly comply with directions and accurately complete forms provided to the COUNTY required to process EFT payments.

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 First 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.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

CITY OF MONTCLAIR

►

Dawn Rowe, Chair, Board of Supervisors

By ►

Javier Dutrey

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

Mayor

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address _____

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 _____