

# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335



## Regular Agenda

Next Reso. FFD 2026-001

Tuesday, March 10, 2026

2:00 PM

Steelworker's Auditorium

## Fire Protection District

*Phillip Cothran - President*

*John Roberts - Vice President*

*Jesus "Jesse" Sandoval - Commissioner*

*Peter A. Garcia - Commissioner*

*Acquanetta Warren - Commissioner*

*Janet Koehler-Brooks - City Treasurer*

*Germaine Key - District Secretary*

**Welcome to the Meeting!**

Welcome to the City of Fontana meeting. Meetings are held at the Steelworker's Auditorium 8437 Sierra Avenue, Fontana, CA 92335. To address the Council, please fill out a card located at the entrance to the right indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the City Clerk. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act of 1990 (42 USC § 12132), the Council Chambers is wheelchair accessible, and a portable microphone is available. Upon request, this agenda will be made available in appropriate alternative forms to persons with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990. Any person with a disability who requires accommodation to participate in a meeting should direct such a request to the City Clerk's Office at (909) 350-7602 at least 48 hours before the meeting, if possible. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office.

Para traducción en Español, comuníquese con la oficina, "City Clerk" al (909) 350-7602.

The City of Fontana is committed to ensuring a safe and secure environment for its residents to engage with the government. No oversized bags or backpacks (size limit of 14"x14"x6") will be allowed inside the Council Chambers. All bags are subject to search. Face masks are prohibited in the Council Chambers, but clear masks will be provided upon request to accommodate individuals with medical needs, ensuring their safety and well-being. Before entering the Council Chambers, you may be subject to a metal detector screening. The City Manager retains the discretion to grant any exemptions. Fontana aims to provide safe buildings for our community members, employees, and visitors.

**CALL TO ORDER/ROLL CALL:**

- A. Call the Meeting to Order**

**PUBLIC COMMUNICATIONS:**

This is an opportunity for citizens to speak to the members of the meeting for up to 3 minutes on items not on the Agenda, but within the District jurisdiction. The District is prohibited by law from discussing or taking immediate action on non-agendized items.

- A. Public Communications**

**CONSENT CALENDAR:**

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below - there will be no separate discussion on these items prior to the time they are voted on, unless a member requests a specific item be removed from the Consent Calendar for discussion.

- A. Approval of Minutes** [26-0857](#)  
Approve the minutes of the February 24, 2026, Fire Protection District Meeting.

**Attachments:** [Attachment No. 1- Fire Protection District Meeting Minutes 02-24-2026.pdf](#)

- B. Approval of First Amendment to Commercial Lease Agreements for Fire Station 71, Fire Station 73, Fire Station 74, Fire Station 77, Fire Station 78, Fire Station 79, and Fire Station 81. [26-0855](#)**

Approve the First Amendment to the Commercial Lease Agreements between the City of Fontana and the Fontana Fire Protection District for Fire Stations 71, 73, 74, 77, 78, 79, and 81

**Attachments:** [Attachment No. 1- Fontana Fire Station # 71 - First Amendment to Commercial Lease-c1.docx](#)  
[Attachment No. 2- Fontana Fire Station # 73 - First Amendment to Commercial Lease-c1.docx](#)  
[Attachment No. 3- Fontana Fire Station # 74 - First Amendment to Commercial Lease-c1.docx](#)  
[Attachment No. 4- Fontana Fire Station # 77 - First Amendment to Commercial Lease-c1.docx](#)  
[Attachment No. 5- Fontana Fire Station # 78 - First Amendment to Commercial Lease-c1.docx](#)  
[Attachment No. 6- Fontana Fire Station # 79 - First Amendment to Commercial Lease-c1.docx](#)  
[Attachment No. 7- Fontana Fire Station # 81 - First Amendment to Commercial Lease-c1.docx](#)

**EXECUTIVE DIRECTOR'S COMMUNICATIONS:**

- A. Executive Director's Communications

**ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:**

- A. Elected Officials Communications/Committee Reports

**ADJOURNMENT:**

- A. Adjournment

Adjourn to the next Regular Meeting at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### Fire Protection District

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**File #:** 26-0857

**Agenda #:** A.

**Agenda Date:** 3/10/2026

**Category:** Consent Calendar

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**FROM:**

City Clerk

**SUBJECT:**

Approval of Minutes

**RECOMMENDATION:**

Approve the minutes of the February 24, 2026, Fire Protection District Meeting.

**COUNCIL GOALS:**

- Create and maintain a dynamic team by supporting the decisions of the majority once made.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.

**DISCUSSION:**

The District will consider approval of the minutes of the February 24, 2026, Fire Protection District meeting. The draft minutes are attached to this report for District review and approval.

**FISCAL IMPACT:**

None.

**MOTION:**

Approve staff recommendation.

# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335



## Minutes

Tuesday, February 24, 2026

2:00 PM

Steelworker's Auditorium

## Fire Protection District

*Phillip Cothran - President*  
*John Roberts - Vice President*  
*Jesus "Jesse" Sandoval - Commissioner*  
*Peter A. Garcia- Commissioner*  
*Acquanetta Warren - Commissioner*  
*Janet Koehler-Brooks - City Treasurer*  
*Germaine Key - District Secretary*

**CALL TO ORDER/ROLL CALL:**

**A. 2:00 P.M. Call the Meeting to Order**

A Regular Meeting of the Fontana Fire Protection District was held in the Steelworkers' Auditorium, 8437 Sierra Avenue, Fontana, CA 92335, on Tuesday, February 24, 2026.

President Cothran called the meeting to order at 2:05 p.m.

**ROLL CALL:**

**PRESENT:** President Cothran, Vice-President Roberts, Commissioners Warren, Garcia, and Sandoval.

City Treasurer Koehler-Brooks and District Secretary Key were also in attendance.

**ABSENT:** None

**PUBLIC COMMUNICATIONS:**

**A. Public Communications**

No public communications were received.

**CONSENT CALENDAR:**

**ACTION:** Motion was made by Vice-President Roberts, seconded by President Cothran, and passed unanimously by a vote of 5-0 to approve Consent Calendar Item "A." The motion carried by the following vote: **AYES:** Warren, Garcia, Cothran, Roberts, and Sandoval; **NOES:** None; **ABSTAIN:** None; **ABSENT:** None

- A. Approval of Minutes 26-0822**  
Approve the minutes of the October 28, 2025, Fire Protection District Meeting.

**NEW BUSINESS:**

- A. Fiscal Year 2025-26 Midyear Budget Status Report - Fontana Fire District 26-0794**  
Approve the recommended Fiscal Year 2025-26 Midyear Budget adjustments.

Chief Financial Officer Jessica Brown provided the staff report.

**ACTION:** Motion was made by Commissioner Garcia, seconded by President Cothran, and passed unanimously by vote of 5-0 to approve New Business Item "A." The motion carried by the following vote: **AYES:** Warren, Garcia, Cothran, Roberts, and Sandoval; **NOES:** None; **ABSTAIN:** None; **ABSENT:** None

**EXECUTIVE DIRECTOR'S COMMUNICATIONS:**

**A. Executive Director's Communications**

No Executive Director's Communications were received.

**ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:**

**A. Elected Officials Communications/Committee Reports**

No Elected Officials Communications were received.

**ADJOURNMENT:**

**A. Adjournment**

President Cothran adjourned the meeting at 4:02 p.m.

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Phillip Cothran  
District President

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA FIRE PROTECTION DISTRICT ON MARCH 10, 2026.

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Germaine Key  
District Secretary



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### Fire Protection District

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**File #:** 26-0855

**Agenda #:** B.

**Agenda Date:** 3/10/2026

**Category:** Consent Calendar

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**FROM:**

Development Services

**SUBJECT:**

Approval of First Amendment to Commercial Lease Agreements for Fire Station 71, Fire Station 73, Fire Station 74, Fire Station 77, Fire Station 78, Fire Station 79, and Fire Station 81.

**RECOMMENDATION:**

Approve the First Amendment to the Commercial Lease Agreements between the City of Fontana and the Fontana Fire Protection District for Fire Stations 71, 73, 74, 77, 78, 79, and 81

**COUNCIL GOALS:**

- Improve public safety by increasing operational efficiency, visibility; and,
- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by developing long-term funding and debt management plans.

**DISCUSSION:**

The City of Fontana owns seven separate properties improved with Fire Stations and other improvements. These Properties are known as Fire Station No. 71 (APN 192-042-26), Fire Station No. 73 (APN 0230-041-01), Fire Station No. 74 (APN 0237-201-27), Fire Station No. 77 (APN 0256-011-22), Fire Station No. 78 (APN 0228-233-01), Fire Station No. 79 (APN 1107-262-58) and Fire Station No. 81 (APN 1118-371-37). In December 2022, the City Council approved six Commercial Lease Agreements between the City of Fontana and the Fontana Fire Protection District for Fire Stations 71, 73, 74, 77, 78, and 79. The Commercial Lease Agreement for Fire Station 81 between the City of Fontana and the Fontana Fire Protection District was approved in Spring 2024.

Staff is now requesting approval of a First Amendment to each of the seven (7) Commercial Leases Agreements to adjust rent and to clarify certain maintenance and insurance provisions.

The proposed First Amendment to each Commercial Lease Agreement would include the following changes:

- Rent Adjustment

Increase rent by ten percent (10%) effective March 1, 2026, resulting in a rate of \$1.05 per square foot per month. Monthly and six-month rent amounts will be calculated based on the square footage of each facility, as set forth in the applicable First Amendment. All other rent terms, including the annual rent increases in Section 4(c) of each Commercial Lease Agreement will remain unchanged.

- Maintenance Clarification

Clarify the maintenance provision in Section 11 (a) of each Commercial Lease Agreement by adding omitted language to confirm that the City should have a reasonable period of time to complete repairs.

- Insurance Clarification

Correct a typographical error in the liability insurance in Section 16 (b) of each Lease Commercial Agreement to clarify the required coverage limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

**FISCAL IMPACT:**

With approval of the First Amendment to the seven (7) Lease Agreements, the Fontana Fire Protection District will pay approximately \$534,277.80 per month in total rent for Fire Stations No. 71, 73, 74, 77, 78, 79, and 81, commencing March 1, 2026. Lease payments will continue to be made on a bi-annual basis in January and July, and will reflect the amount due for the upcoming six-month period. The estimated payment for each six-month period following the rent increase will be approximately \$3,205,666.80, subject to annual rent adjustments in accordance with the lease agreements . Rental income will be deposited in Fund 115.

**MOTION:**

Approve staff recommendation.

**FONTANA FIRES STATION NO. 71  
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

**1. Background.** Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 16980 Arrow Blvd., Fontana, California, 92335, in the City of Fontana California (APN 192-042-26) (the “**Property**”). The Property is improved with Fire Station No. 71 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

**2. Lease Modifications:**

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$62,527.50 per month, and \$375,165.00 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11 (a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16 (b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16 (b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

**3. Option to Renew.**

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

**4. Back Rent; Separate Agreement.**

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$71,157.13. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

**5. Ratification; Miscellaneous.**

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

**LANDLORD**

**TENANT**

CITY OF FONTANA,  
a municipal corporation

FONTANA FIRE PROTECTION DISTRICT,  
a subsidiary district of the City of Fontana

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: \_\_\_\_\_

**FONTANA FIRE STATION NO. 73  
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “**Parties**.”

**1. Background.** Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 8143 Banana Ave., Fontana, California, 92335, in the City of Fontana California (APN 0230-041-01) (the “**Property**”). The Property is improved with Fire Station No. 73 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

**2. Lease Modifications:**

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or 83,042.40 per month, and \$498,254.40 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16 (b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16 (b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

**3. Option to Renew.**

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

**4. Back Rent; Separate Agreement.**

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$94,503.36. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

**5. Ratification; Miscellaneous.**

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

**LANDLORD**

CITY OF FONTANA,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: \_\_\_\_\_

**TENANT**

FONTANA FIRE PROTECTION DISTRICT,  
a subsidiary district of the City of Fontana

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**FONTANA FIRE STATION NO. 74  
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “**Parties**.”

**1. Background.** Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 11500 Live Oak Ave., Fontana, California, 92335, in the City of Fontana California (APN 0237-201-27) (the “**Property**”). The Property is improved with Fire Station No. 74 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

**2. Lease Modifications:**

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$68,607.00 per month, and \$411,642.00 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16(b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

**3. Option to Renew.**

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

**4. Back Rent; Separate Agreement.**

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$78,075.68. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

**5. Ratification; Miscellaneous.**

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

**LANDLORD**

CITY OF FONTANA,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: \_\_\_\_\_

**TENANT**

FONTANA FIRE PROTECTION DISTRICT,  
a subsidiary district of the City of Fontana

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**FONTANA FIRE STATION NO. 77  
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “**Parties**.”

**1. Background.** Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 17459 Slover Ave., Fontana, California, 92335, in the City of Fontana California (APN 0256-011-22) (the “**Property**”). The Property is improved with Fire Station No. 77 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

**2. Lease Modifications:**

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$91,932.75 per month, and \$551,596.50 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16(b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

**3. Option to Renew.**

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

**4. Back Rent; Separate Agreement.**

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$104,620.70. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

**5. Ratification; Miscellaneous.**

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

**LANDLORD**

CITY OF FONTANA,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: \_\_\_\_\_

**TENANT**

FONTANA FIRE PROTECTION DISTRICT,  
a subsidiary district of the City of Fontana

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**FONTANA FIRE STATION NO. 78**

**FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

**1. Background.** Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 7110 Citrus Ave., Fontana, California, 92335, in the City of Fontana California (APN 0228-233-01) (the “**Property**”). The Property is improved with Fire Station No. 78 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

**2. Lease Modifications:**

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$75, 552.75 per month, and \$453,316.50 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16(b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

**3. Option to Renew.**

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

**4. Back Rent; Separate Agreement.**

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$85,980.04. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

**5. Ratification; Miscellaneous.**

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

**LANDLORD**

**TENANT**

CITY OF FONTANA,  
a municipal corporation

FONTANA FIRE PROTECTION DISTRICT,  
a subsidiary district of the City of Fontana

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: \_\_\_\_\_

**FONTANA FIRE STATION NO. 79  
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Commercial Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

**1. Background.** Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 5075 Coyote Canyon Rd., Fontana, California, 92335, in the City of Fontana California (APN 1107-262-58) (the “**Property**”). The Property is improved with Fire Station No. 79 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

**2. Lease Modifications:**

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$91,534.80 per month, and \$549,208.80 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(d) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16(b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

**3. Option to Renew.**

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

**4. Back Rent; Separate Agreement.**

The parties acknowledge that Section 4(a) of the Lease addresses back rent for Tenant's prior occupancy of the Property beginning on or about July 1, 2015. As of the effective date of this First Amendment, the total amount in back rent owed is \$104,167.82. The Lease further provides that a separate agreement between the parties governs the terms of payment of such back rent. The parties acknowledge that the separate agreement remains in effect. Except as expressly stated in this First Amendment, nothing herein is intended to modify the amount of back rent or the terms governing its payment, which shall continue to be governed by the separate agreement.

**5. Ratification; Miscellaneous.**

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

**LANDLORD**

CITY OF FONTANA,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: \_\_\_\_\_

**TENANT**

FONTANA FIRE PROTECTION DISTRICT,  
a subsidiary district of the City of Fontana

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**FONTANA FIRE STATION NO. 81  
FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment to the Lease Agreement (“First Amendment”) is made as of March 1, 2026, (Effective Date) by and between the CITY OF FONTANA, a municipal corporation (“**Landlord**”) and FONTANA FIRE PROTECTION DISTRICT, a subsidiary district of the City of Fontana (“**Tenant**”); collectively, the “Parties.”

**1. Background.** Landlord and Tenant entered into a Commercial Lease Agreement dated [INSERT DATE] (the “**Lease**”) for the purpose of leasing commercial property located at 16615 Casa Grande Avenue, Fontana, California, 92335, in the City of Fontana California (APN 1118-371-37) (the “**Property**”). The Property is improved with Fire Station No. 81 and other improvements. The Parties desire to amend certain provisions of the Lease as provided herein. Capitalized terms used in this First Amendment without definition shall have the same meaning given to such terms in the Lease. To the extent of any inconsistency, this First Amendment shall rule over the provisions of the Lease.

**2. Lease Modifications:**

(a) Section 4 of the Lease titled “Rent” is hereby amended as follows:

Effective as of March 1, 2026, the annual rent set forth in Section 4 of the Lease is increased by ten percent (10%). From and after such date, the annual rent shall be \$1.05 per square foot per month, or \$61,080.60 per month, and \$366,483.60 for each six-month period.

Except as expressly modified herein, all other terms and conditions of Section 4 of the Lease, including the annual rent increases set forth in Section 4(c) of the Lease, shall remain unchanged and in full force and effect.

(b) Section 11(a) of the Lease titled “Landlord’s Repair and Maintenance” is hereby amended so that the last sentence of that subsection reads as follows (with the added words shown in bold):

“Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and **complete the repairs.**”

(c) Section 16(b) of the Lease titled “Liability Insurance” is hereby amended so that the insurance limits stated therein are clarified and corrected. The first sentence of Section 16 (b) shall read as follows:

“A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability...”

**3. Option to Renew.**

The parties acknowledge that the Lease includes an option to renew as set forth in Section 3(c) of the Lease. As of the effective date of this First Amendment, there is no change in the status of the option to renew, and no action has been taken to exercise or approve the option. Other than as expressly stated in this First Amendment, nothing herein is intended to affect or change the option to renew, which remains subject to the terms of the Lease and any required approvals.

**4. Ratification; Miscellaneous.**

(a) This First Amendment contains the entire agreement between the parties concerning the subject matter hereof, and except as modified by this First Amendment, in all other respects the Lease is remains in full force and effect.

(b) This First Amendment may be executed in one or more counterparts. All terms of the Lease and its Addendums (including this First Amendment) shall remain current, valid and in force upon full execution of this First Amendment.

(c) Subject to the provisions of the Lease prohibiting or limiting the Tenant's right to assign the Lease, otherwise transfer any interest in the Lease, sublease the premises or otherwise allow any other person to occupy or use the leased premises, the provisions of this First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment and their successors in interest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date last written below.

**LANDLORD**

CITY OF FONTANA,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: \_\_\_\_\_

**TENANT**

FONTANA FIRE PROTECTION DISTRICT,  
a subsidiary district of the City of Fontana

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_