

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



ORIGINAL

Contract Number

18-756 A1

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Coffee Nutzz, Inc.</u>
Contractor Representative	<u>Alicia Carrizales</u>
Telephone Number	<u>909-586-2020</u>
Contract Term	<u>6/1/2024 – 5/31/2029</u>
Original Contract Amount	<u>\$56,196.00</u>
Amendment Amount	<u>\$67,885.32</u>
Total Contract Amount	<u>\$124,081.32</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>8900 3637</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, as lessor ("COUNTY"), and Coffee Nutzz, Inc. ("LESSEE") as lessee, entered into Lease Agreement Contract No. 18-756 dated October 16, 2018, ("Lease"), wherein COUNTY leases certain premises located at 8303 Haven Avenue, in Rancho Cucamonga, as more specifically described in the Lease, to LESSEE for a term through November 31, 2023; and,

WHEREAS, COUNTY and LESSEE now desire to amend the Lease Agreement to extend the term of the Lease for the period of June 1, 2024, through May 31, 2029, following a permitted month-to-month holdover of a total of six (6) months for the period of December 1, 2023, through May 31, 2024, adjust the rent schedule, and amend certain other terms of the Lease Agreement as more specifically set forth in this amendment ("First Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree to the Lease Agreement No. 18-756, which is amended as follows:

1. Pursuant to **Paragraph 6, HOLDING OVER**, LESSEE shall, with COUNTY's express consent granted herein, use the Premises on a month-to-month holdover term for a total of six (6) months for the period of December 1, 2023, through May 31, 2024, at a total holdover amount of \$5,844.

2. Effective June 1, 2024, DELETE in its entirety the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM**:

“3. **TERM:** The Initial Term of the Lease shall be extended for five (5) additional years, from June 1, 2024 through May 31, 2029 (the “First Extended Term”).”

3. Effective June 1, 2024, DELETE in its entirety the existing **Paragraph 7, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 7, RENT**:

“7. **RENT:**

A. The LESSEE agrees to pay to the COUNTY the Rent of Nine Hundred Ninety-Three Dollars and Forty-Eight Cents (\$974.48) per month, which Rent shall increase by approximately two percent (2%) annually over the Rent paid for the immediately prior 12-month period, as more specifically set forth below. All Rents are due and payable on or before the tenth (10th) day of the calendar month, commencing when the Initial Term commences, continuing during the Initial Term. The Rents due during the Initial Term are as follows:

June 1, 2024 to May 31, 2025 – monthly fee payment in the amount of \$993.48
June 1, 2025 to May 31, 2026 – monthly fee payment in the amount of \$1,013.35
June 1, 2026 to May 31, 2027 – monthly fee payment in the amount of \$1,033.62
June 1, 2027 to May 31, 2028 – monthly fee payment in the amount of \$1,054.29
June 1, 2028 to May 31, 2029 – monthly fee payment in the amount of \$1,075.37

B. **Remit monthly Rent to:**

County of San Bernardino
Real Estate Services Department
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Attn: Fiscal Department

C. If any Rent or any other sums due under this Lease is not paid when due and payable, LESSEE shall pay to COUNTY an additional One Hundred and 00/100 Dollars (\$100.00) for each overdue Rent or other sums as an administrative processing charge. The parties agree that this administrative charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by LESSEE. Acceptance of any administrative charge shall not constitute a waiver of LESSEE's default with respect to the overdue Rent or other sums or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. In addition, Rent or other sums due and not paid when due will bear simple interest from the due date until paid in full at the rate of one-half of one percent per day.

4. Effective June 1, 2024, ADD in its entirety **Paragraph 48, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **EXHIBIT “E”, Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which new **Paragraph 48** shall read as follows:

“48. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LESSEE has disclosed to the COUNTY using Exhibit “E” - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of LESSEE's proposal to the COUNTY, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. LESSEE acknowledges that under Government Code section 84308, LESSEE is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other COUNTY elected officer for 12 months after the COUNTY's consideration of the Lease.

In the event of a proposed amendment to this Lease, the LESSEE will provide the COUNTY a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other COUNTY elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LESSEE or by a parent, subsidiary or otherwise related business entity of LESSEE.

5. This First 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 First 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 First Amendment upon request.

END OF FIRST AMENDMENT.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

SAN BERNARDINO COUNTY

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

Dated: MAY 21 2024

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 *Jannika Monell*
Deputy



COFFEE NUTZZ, INC.

By *Andy Carrizales*
Andy Carrizales (May 9, 2024 14:28 PDT)
(Authorized signature - sign in blue ink)

Name Andy Carrizales

Title Chief Financial Officer

Dated: 05/09/24

FOR COUNTY USE ONLY

Approved as to Legal Form
► *John Tubbs II*
John Tubbs II, Deputy County Counsel
Date 4-25-24

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *Lyle Ballard*
Lyle Ballard, Real Property Manager, RESD
Date 5/2/24



Exhibit E Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Lessee must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Lessee: **Coffee Nutzz**

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3 - 4 and go to Question No. 5.
 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: **Andy Carrizales**

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Alicia Carrizales

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
none	n/a
n/a	n/a

6. Name of agent(s) of Lessee:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
none	n/a	
n/a	n/a	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
none	n/a	n/a
n/a	n/a	n/a

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
none	n/a
n/a	n/a

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: n/a

Name of Contributor: n/a

Date(s) of Contribution(s): _____

Amount(s): n/a

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

n/a

By signing below, Lessee certifies that the statements made herein are true and correct. Lessee understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Andy Carrizales
Andy Carrizales (May 3, 2024 14:28 PDT)
Signature

05/09/24
Date

Andy Carrizales
Print Name

Coffee Nutzz
Print Entity Name, if applicable