



Contract Number

23-869 A1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	590 North D Street, a Delaware limited liability company
Contractor Representative	Jason Tolleson, Member
Telephone Number	(310) 925-7505
Contract Term	11/1/2024 – 10/31/2039
Original Contract Amount	\$16,696,720.00
Amendment Amount	\$517,561.55
Total Contract Amount	\$17,214,281.55
Cost Center	780001000
GRC/PROJ/JOB No.	65004371
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, ("COUNTY") as tenant and 590 North D Street, a Delaware limited liability company, ("LANDLORD"), as Landlord, entered into Lease Agreement No. 23-869 dated August 22, 2023, (the "Lease") wherein COUNTY leases certain premises located at 590 North D Street, in San Bernardino, CA 92401 ("Premises") as more specifically described in the Lease, and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to reflect the final tenant improvement costs in the amount of \$7,405,533, in which LANDLORD agrees to amortize \$6,854,940 in Tenant Improvement cost over the initial term of the lease agreement, and COUNTY agrees to pay in full the remaining balance in the amount of \$550,593, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically as set forth in this amendment ("First Amendment");

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Effective as of the date this First Amendment is mutually executed, DELETE in its entirety the existing Paragraph K, MONTHLY RENT FOR PREMISES, in SECTION I - BASIC LEASE PROVISIONS and SUBSTITUTE therefore the following as a new Paragraph K, MONTHLY RENT FOR PREMISES, in SECTION I – BASIC LEASE PROVISIONS:

K. MONTHLY RENT FOR PREMISES

Lease Year	Monthly Rent		Monthly Amortization of Improvements		Total Monthly Payment
November 1, 2024 to November 30, 2024	\$20,479.50	+	\$38,083.00	=	\$58,562.50
December 1, 2024 – December 31, 2024	\$28,407.05	+	\$38,083.00	=	\$66,490.05
January 1, 2025 to October 31, 2025	\$40,959.00	+	\$38,083.00	=	\$79,042.00
November 1, 2025 to October 31, 2026	\$42,597.00	+	\$38,083.00	=	\$80,680.00
November 1, 2026 to October 31, 2027	\$44,301.00	+	\$38,083.00	=	\$82,384.00
November 1, 2027 to October 31, 2028	\$46,073.00	+	\$38,083.00	=	\$84,156.00
November 1, 2028 to October 31, 2029	\$47,916.00	+	\$38,083.00	=	\$85,999.00
November 1, 2029 to October 31, 2030	\$49,832.00	+	\$38,083.00	=	\$87,915.00
November 1, 2030 to October 31, 2031	\$51,826.00	+	\$38,083.00	=	\$89,909.00
November 1, 2031 to October 31, 2032	\$53,899.00	+	\$38,083.00	=	\$91,982.00
November 1, 2032 to October 31, 2033	\$56,055.00	+	\$38,083.00	=	\$94,138.00
November 1, 2033 to October 31, 2034	\$58,297.00	+	\$38,083.00	=	\$96,380.00
November 1, 2034 to October 31, 2035	\$60,629.00	+	\$38,083.00	=	\$98,712.00
November 1, 2035 to October 31, 2036	\$63,054.00	+	\$38,083.00	=	\$101,137.00
November 1, 2036 to October 31, 2037	\$65,576.00	+	\$38,083.00	=	\$103,659.00
November 1, 2037 to October 31, 2038	\$68,199.00	+	\$38,083.00	=	\$106,282.00
November 1, 2038 to October 31, 2039	\$70,927.00	+	\$38,083.00	=	\$109,010.00

In addition, COUNTY shall pay to LANDLORD one lump sum payment in the amount of \$550,593 for the additional Tenant Improvements by May 30, 2025.

2. Effective as of the date this First Amendment is mutually executed, DELETE in its entirety the existing **Paragraph 53, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **Exhibit “K” – Campaign Contribution Disclosure Senate Bill 1439**, and SUBSTITUTE therefore a new **Paragraph Paragraph 53, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit “K” – Levine Act Campaign Contribution Disclosure** attached and incorporated herein, which shall read as follows:

53. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the County using “Exhibit K” – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, whether it has made any campaign contributions of more than \$500 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 Landlord’s proposal to the County, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. LANDLORD acknowledges that under Government Code section 84308, LANDLORD is prohibited from making campaign contributions of more than \$500 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 LANDLORD will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 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 LANDLORD or by a parent, subsidiary, or otherwise related business entity of LANDLORD.

3. 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.

4. All other provisions and terms of Lease shall remain the same and are hereby incorporated by reference. In the event any conflict between the Lease and this First Amendment, the provisions and terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

►

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

LESSOR

590 North D Street

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

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

Jason Tolleson
Name _____
(Print or type name of person signing contract)

Member
Title _____
(Print or Type)

Dated: 4/29/25

24 N Marengo Ave
Address _____
Pasadena CA 91101

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 _____

EXHIBIT "K"



Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

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.

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

1. Name of Landlord: 590 North D Street, LLC

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: N/A

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): N/A

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Serrano Asset Management	Jason Tolleson	11/1/24

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):
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
N/A	

9. Was a campaign contribution, of more than \$500, 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: _____

Name of Contributor: _____

Date(s) of Contribution(s): N/A

Amount(s): _____

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

By signing below, Landlord certifies that the statements made herein are true and correct. Landlord understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 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.

Signature _____

Jason Tolleson

Print Name

Date 4/24/25

590 North D Street, LLC

Print Entity Name, if applicable