



Contract Number

09-438 A5

SAP Number

Real Estate Services Department

Department Contract Representative Terry W. Thompson, Director
Telephone Number (909) 387-5000

Contractor Southern California Schools
Facilities Corporation
Contractor Representative Erica Lowndes
Telephone Number 909-605-7766
Contract Term 10/1/09 – 3/31/2029
Original Contract Amount \$ 3,793,230.00
Amendment Amount \$ 1,972,436.68
Total Contract Amount \$ 5,765,666.68
Cost Center 9200001000
GRC/PROJ/JOB No. 62002516

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as Tenant, and Southern California Schools Facilities Corporation ("LANDLORD"), as Landlord, entered into Lease Agreement, Contract No. 09-438 dated June 2, 2009, as amended by the First Amendment dated June 22, 2010 and the Second Amendment dated July 26, 2016, the Third Amendment dated March 28, 2017, and the Fourth Amendment dated March 10, 2020 (collectively, the "Lease") wherein LANDLORD leases certain premises located at 1950 Sunwest Lane, Suite 200, San Bernardino, CA, as more specifically described in the Lease, to COUNTY for a term that expired on March 31, 2023 and has continued on a permitted month-to-month holdover, and,

WHEREAS, COUNTY and LANDLORD now desire to amend Lease to reflect a twelve (12) month holdover period from April 1, 2023 through March 31, 2024 with LANDLORD'S express consent, extend, following said holdover, the term of the Lease from April 1, 2024 through March 31, 2029, adjust the rental rate schedule, add Landlord's Improvements, and amend certain other terms of the Lease as more specifically as set forth in this amendment ("Fifth Amendment"); and,

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

1. Pursuant to Paragraph 8, HOLDING OVER, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from April 1, 2023 through March 31, 2024 at a monthly rental amount of \$25,604 per month.

2. Effective April 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 term of the Lease between COUNTY and LANDLORD for the Premises is extended for five (5) years, commencing on April 1, 2024, and expiring on March 31, 2029 (the "Third Extended Term"). One, three-year option to extend the term remains under Paragraph 6, OPTION TO EXTEND TERM.

3. Effective April 1, 2024, 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 LANDLORD the following monthly rental payments for the Premises in arrears no later than the last day of each month, commencing when the Third Extended Term commences and continuing for the duration of the Third Extended Term, as more specifically set forth below:

Lease Year	Total Monthly Rental Payments	Total Annual Rental Payment
April 1, 2024 - March 31, 2025	\$26,294.39	\$315,532.68
April 1, 2025 - March 31, 2026	\$27,004.34	\$324,052.08
April 1, 2026 - March 31, 2027	\$27,733.46	\$332,801.52
April 1, 2027 - March 31, 2028	\$28,482.26	\$341,787.12
April 1, 2028 - March 31, 2029	\$29,251.28	\$351,015.36

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

4. Effective as of March 12, 2024, DELETE in its entirety the existing **Paragraph 41, LANDLORD'S IMPROVEMENTS** (provided that Exhibit "A-1", Attachment "A", Attachment "B", Attachment "C", and Exhibit "F" as attached to the Second and Third Amendments shall not be deleted but shall remain in full force and effect) and SUBSTITUTE therefore the following as a new **Paragraph 41, LANDLORD'S IMPROVEMENTS**.

41. LANDLORD'S IMPROVEMENTS

A. LANDLORD, at its cost, agrees to make the improvements to the Premises as more specifically set forth in Exhibit "A-2 ", Floorplan, Paint and Flooring Details ("Improvements"), and Exhibit "A-3", Design Standards and Specifications, attached hereto and incorporated herein by reference. The LANDLORD will pay the actual costs of the Improvements to the Premises pursuant to the specifications set forth in Exhibit "A-2", and "A-3", such costs shall be at LANDLORD's sole responsibility and sole cost. COUNTY to provide all furniture modifications and removal of existing furniture at COUNTY's sole costs.

B. In the event LANDLORD contracts for the construction of the improvements or any portion thereof, and LANDLORD determines that such work is subject to California Public Contract Code Sections 22000 through 22045 regarding bidding procedures and Labor Code section 1720.2 and 1770 et seq. regarding general prevailing wages then LANDLORD shall comply with the applicable provisions of such code sections. LANDLORD shall indemnify, defend, and hold harmless COUNTY and its officers, employees, contractors, and agents from any claims, actions, losses, damages and/or liability arising out of LANDLORD's non-compliance

with the obligations of the applicable provisions of the aforementioned code sections. LANDLORD's indemnity obligations shall survive COUNTY's tenancy and shall not be limited by the existence or availability of insurance.

C. LANDLORD shall not to make any modifications to the improvements without first obtaining COUNTY's written approval in the form of an executed change order as set forth herein. During construction, if COUNTY's authorized COUNTY RESD representative proposes any modifications to or additional work that are not set forth in the specifications for the Improvements as set forth in this Fifth Amendment, LANDLORD shall, prior to commencing any proposed work, promptly provide pricing and schedule impacts to COUNTY for the proposed work. If the parties mutually agree to proceed with the proposed modification or additional work to the improvements ("COUNTY Change Order Work"), the authorized representatives of the Parties shall execute a change order document ("COUNTY Change Order") setting forth the agreed specifications, costs, and schedule impact, if any, for the COUNTY Change Order Work and LANDLORD shall promptly complete said COUNTY Change Order Work. Any unapproved changes will be at the sole cost and expense of LANDLORD (without any reimbursement by the COUNTY) and not the COUNTY.

D. LANDLORD shall deliver the Improvements completed in accordance with Exhibit A-2 and A-3, by no later than December 31, 2024, and after coordination with COUNTY provided furniture vendor. All work to be scheduled with the least impact to business operations and all work to be approved by COUNTY. In the event LANDLORD, after exercising all due diligence, is unable to meet the delivery date of December 31, 2024, due to reasons which LANDLORD proves are outside the control of LANDLORD, such reasons include but are not limited to acts of God, unreasonable acts of governmental agencies causing unavoidable delays (the normal and reasonable times for review, action and reasonably anticipated delays by governmental agencies are already included in the December 31, 2024 completion date), strikes, or labor troubles, then the Improvements completion date of December 31, 2024 shall be extended for a period equivalent to the period of such delay.

E. During construction of the Improvements set forth in Exhibit "A-2 ", and Exhibit "A-3", if COUNTY's authorized representative proposes any modification or addition to the Improvements set forth in Exhibit "A-1", Improvement Specifications, LANDLORD shall, prior to commencing any proposed modification or addition promptly provide pricing and schedule impacts to the COUNTY for the COUNTY's proposed work. If the parties mutually agree to proceed with the proposed modification or addition to the Improvements ("Change Order Work"), the authorized representatives of the parties will execute a written change order ("Change Order") documenting the agreed specifications, costs, and schedule impacts, if any, for the Change Order Work as well as an administrative fee for LANDLORD in the amount of ten percent (10%) of the cost of the Change Order Work. LANDLORD will thereafter promptly complete the Change Order Work in accordance with the Change Order. Upon LANDLORD's Substantial Completion of the Improvements along with any Change Order Work and COUNTY acceptance of possession of the Premises, COUNTY shall pay LANDLORD for the Change Order Work by separate purchase order (and not by additional amortization into the monthly rent) within ninety (90) days after COUNTY's receipt of an itemized invoice, proof of payment, lien releases, and any other documents requested by COUNTY for the Change Order Work provided that such payment shall in no event be due prior to the Commencement Date. COUNTY's authorized representative may process one or more Change Orders in accordance with Paragraph 41.A provided that, notwithstanding anything to the contrary contained in this Lease, the cumulative total of all agreed Change Orders shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00). Any proposed Change Order(s) that cause the cumulative total of all agreed Change Orders to exceed Fifty Thousand and 0/100 Dollars (\$50,000.00) shall be processed by a formal amendment to the Lease that is mutually executed by the parties.

5. Effective March 12, 2024, DELETE the existing **Paragraph 55, RESERVED** and SUBSTITUTE therefore the following as a new **Paragraph 55, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) and Exhibit "G" – Campaign Contribution Disclosure (SB 1439)**, which shall read as follows:

"55. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439): LANDLORD has disclosed to the County using "Exhibit G" – 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 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 \$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 LANDLORD 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 LANDLORD or by a parent, subsidiary, or otherwise related business entity of LANDLORD.”

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

7. This Fifth 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 Fifth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fifth Amendment (whether by facsimile, PDF or other email 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 Fifth Amendment upon request.

END OF FIFTH AMENDMENT.

SAN BERNARDINO COUNTY

SOUTHERN CALIFORNIA SCHOOL FACILITIES CORPORATION

(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 _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

► _____
John Tubbs II, Deputy County Counsel

► _____

► _____
Lyle Ballard, Real Property Manager, RESD

Date _____

Date _____

Date _____

EXHIBIT "A-2"

FLOORPLAN ROOM BY ROOM SPECIFICATIONS PAINT AND FLOORING DETAILS ("IMPROVEMENTS")

Accent Walls Paint Specifications

- **Offices** = Right side wall from doorway.
- **Training Rooms** = Wall with screen/whiteboard (front).
- **Conference/Break Rooms** = Right side wall from doorway.



Concept Drawing for Training Institute Expansion - 2022

EXHIBIT "A-3"

DESIGN STANDARDS AND SPECIFICATIONS

GENERAL GUIDELINES:

The **COUNTY** and **LANDLORD** both acknowledge that **Exhibit "A-3"** Design Standards and Specifications sets forth the **COUNTY'S** design standards and that only certain portions of the **COUNTY'S** design standards shall apply to the improvements to be constructed pursuant to the floorplan details set forth in **Exhibit "A-2"**.

On all items listed within **Exhibit "A-3"**, Design Standards and Specifications, **COUNTY** is to select and/or approve all finishes, colors, textures, types, models, styles, etc., used on the exterior and interior of the leased facility. Where "**COUNTY** approved color board" (**CACB**) is specified; only those materials and colors on the board may be used; any necessary substitutions must be approved by **COUNTY**. Where a brand name product is indicated, it shall be that brand name identified or a **COUNTY** approved equal. Any existing building conditions that do not meet the specifications of **EXHIBIT "A"** must be noted and approved as acceptable by the **COUNTY**. **LANDLORD** is to coordinate and provide for all health, Americans with Disabilities Act (ADA), building, safety, and fire requirements pursuant to all local, county, state and federal codes. Any required permitted construction drawing set/s is to be provided at **LANDLORD'S** expense. In the event any specified item is discontinued on the open market, **LANDLORD** must notify **COUNTY** to seek approval for an alternate product.

Abbreviations:

AP1	Acoustical Ceiling Panels
CACB	COUNTY Approved Color Board
CARP	Carpet
CT1	Glazed Porcelain Floor Tile (restroom)
P1	Low Sheen/Eggshell
P2	Low Sheen/Eggshell Accent
P3	Semi-Gloss
VCT	Vinyl Composite Tile Flooring
VP	Vinyl Plank Tile Flooring

1.5 WALL FINISHES:

PAINT:

- A. All interior walls shall be orange peel textured with one coat of primer. Apply color topcoats needed to match the selected color chip provided by manufacturer, with a minimum of two coats of paint, the final coat rolled on for a smooth finish.
- B. All paint shall be Sherwin Williams. Paint colors (P1) #SW7757 High Reflective White (#256-C1) Eggshell finish, (P2) accent #SW7649 Silverplate (#239-C5) Eggshell Finish, (P3) accent #SE7018 Dovetail (#244-C5) Eggshell finish; (P4) accent #SW@7619 Labradorite (#281-C7) Eggshell finish; (P5) accent at wet walls #SW7619 Labradorite (#281-C7) Semi-gloss; (P6) filed, various locations #SW Repose Gray (#244-C1) Eggshell finish; (P7) ceiling at elevator/stair lobby #SW7006 Extra White (#257-C1) Flat finish; Semi-gloss to be approved by COUNTY.
- C. Placement of all colors within the facility to be approved by COUNTY.

1.6 FLOORING:

Manufacturer, type, color and placement in facility to be approved by COUNTY. The COUNTY is requesting when able to move toward a no VOC carpet installation whenever possible.

CARPET:

- A. High-density carpet squares (CARP).
- B. Colors/varieties are as follows:
 - a. Patchcraft 24"X24" carpet tile

- b. Method, Logic #10460
- c. Installation to be as per manufacturer recommendations, using only manufacturer's approved adhesives and seam sealers as needed and as applicable to maintain manufacturer's warranty.
 - a. Use a ¼ turn install

RUBBER BASE:

To be installed in all carpeted areas. Manufacturer, type, color and placement in facility to be approved by COUNTY. Installation to be as per manufacturer recommendations.

- A. Allstate Covebase 4"
 - a. Allstate color #A02 (light gray)
 - b. Allstate color A90 (medium gray)

VINYL FLOOR:

- A. Manufacture, type, color and placement to be approved by COUNTY. COUNTY to designate vinyl floor selection and room location.
 - a. Armstrong Excelon vinyl tile (VCT1) 1/8" gauge, 12" x 12" Color: Crown Texture 5C237 Tracery
 - b. Vinyl planking, (LVT1) Mohawk Group, (VP), Luxury Vinyl Tile, Antiek C0015, 989 Cassolette, 9"X48", 20 mil., Commercial 10 Year Warranty, placement to be approved by COUNTY.
 - c. Welded seam manufacturer, type, color and placement to be approved by COUNTY.
 - d. With 4" rubber wall base, Allstate Covebase 4", Allstate color #A02 (light gray) or Allstate color A90 (medium gray), color and placement to be approved by COUNTY.

PORCELAIN OR CERAMIC FLOOR TILE:

- A. Glazed floor tile (CT1) installed with a sanitary base to be of same manufacturer of tile selected. All flooring must meet ADA guidelines. Manufacturer, size, type, color, grout, and placement to be approved by COUNTY. (See: RESTROOM FACILITIES for additional tile requirements).
 - a. All floor tile will be 12"x12" Dal Tile Stereo Grey VL73
 - b. Floor Base, Dal Tile coved base in color selection Matte Desert Grey X714(1)
 - c. All wall tile, Matte Desert Grey X714(1)
 - d. A decorative band will be installed with Matte Arctic White 0790
 - e. All walls and floor will be grouted with DeLorean Grey #165

EXHIBIT "G"



Campaign Contribution Disclosure (SB 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.

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: Southern California Schools Facilities Corporation

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: Javier Gonzales

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):

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

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

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):

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

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: _____

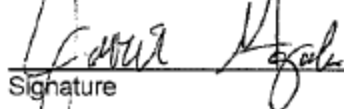
Name of Contributor: _____

Date(s) of Contribution(s): _____

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 \$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.



Signature

3/18/24

Date

Javier Gonzales

Print Name

Southern California Schools Facilities Corporation

Print Entity Name, if applicable