

#### **Contract Number**

10-14 A-3

**SAP Number** 

# **Real Estate Services Department**

**Department Contract Representative** Terry W. Thompson, Director **Telephone Number** (909) 387-5000 Fontana County CS Building, LLC Contractor Alexander Moradi, Manager **Contractor Representative Telephone Number** (213)270-8000 Contract Term 12/1/2010- 11/30/2030 \$13,115,818.00 Original Contract Amount **Amendment Amount** \$3,609,912.00 **Total Contract Amount** \$16,725,730.00 7810001000 **Cost Center** 5700-2234 GRC/PROJ/JOB No. Grant Number (if applicable)

#### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Fontana County CS Building, LLC, ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 10-14 dated January 12, 2010, as amended by the First Amendment dated December 14, 2010, as amended by the Second Amendment dated November 17, 2015 (collectively, the "Lease"), wherein the LANDLORD leases certain premises located at 17621 Foothill Boulevard in Fontana, as more specifically described in the Lease, and;

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of five (5) years from December 1, 2025 through November 30, 2030; adjust the monthly rental payments and amend certain other terms of the Lease as set forth in this amendment (the "Third 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 December 1, 2025, pursuant to COUNTY's exercise of a five-year option to extend in **Paragraph 6, OPTION TO EXTEND TERM**, DELETE the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following **Paragraph 3, TERM**:
  - 3. <u>TERM:</u> The term of the Lease shall be extended for five (5) years, from December 1, 2025, through November 30, 2030 (the "Second Extended Term").

- 2. Effective December 1, 2025, DELETE the existing **Paragraph 4, RENT** and SUBSTITUTE therefore the following **Paragraph 4, RENT**:
  - A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month, commencing on December 1, 2025 and continuing during the remainder of the Third Extended Term, subject to annual increases as more specifically reflected and included in the amounts set forth below

Lease Year	Monthly Rent
December 1, 2025 – November 30, 2026	\$56,662.00
December 1, 2026 – November 30, 2027	\$58,362.00
December 1, 2027 – November 30, 2028	\$60,113.00
December 1, 2028 – November 30, 2029	\$61,916.00
December 1, 2029 – November 30, 2030	\$63,773.00

- 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.
- C. LANDLORD has registered through San Bernardino County's Electronic Procurement Network (ePro) system at https://epro.sbcounty.gov/epro/ or the SAP system.
- 3. Effective December 1, 2025, DELETE the existing **Paragraph 6, OPTION TO EXTEND TERM** and SUBSTITUTE therefore the following **Paragraph 6, OPTION TO EXTEND TERM**:
  - 6. OPTION TO EXTEND TERM: LANDLORD gives COUNTY one (1) five-year option to extend the term of the Lease on the same provisions and conditions as existed as the expiration of the then current term, except for the monthly rent following expiration of Third Extended Term, by COUNTY giving notice to exercise the option to LANDLORD on or prior to the expiration of the then current term or at any time during any holding over pursuant to Paragraph 8, HOLDING OVER. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.
- 4. Effective December 1, 2025, DELETE the existing **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE** and SUBSTITUTE therefore the following **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**:
  - **40. COUNTY'S RIGHT TO TERMINATE LEASE:** If the Lease is extended pursuant to its terms or by mutual agreement of the parties, the COUNTY shall have the right to terminate this Lease at any time after November 30, 2030, whenever COUNTY, in its sole discretion, determines it would be in COUNTY'S best interests to terminate this Lease. The Director of the Real Estate Services Department (RESD) shall have the authority, on behalf of the COUNTY, to give the LANDLORD notice of any termination pursuant to this paragraph at least ninety (90) days prior to the date of termination. In the event COUNTY terminates this Lease pursuant to this paragraph, the LANDLORD shall be entitled to the rent which will have been earned at the date of termination of this Lease.
- 5. Effective November 18, 2025, ADD Paragraph 57, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE and Exhibit "G" LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE incorporated and attached herein, which new Paragraph 57 shall read as follows:

57. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE: LANDLORD has disclosed to the COUNTY using Exhibit "G" – 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.

- 6. This Third 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 Third Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Third 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 Third Amendment upon request.
- 7. 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 Third Amendment, the terms and conditions of this Third Amendment shall control.

END OF THIRD AMENDMENT.

## SAN BERNARDINO COUNTY

## Ву ▶ (Authorized signature - sign in blue ink) Dawn Rowe, Chair, Board of Supervisors Name Jian Torkan Dated: SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD Title Manager Lynna Monell Clerk of the Board of Supervisors San Bernardino County Ву Dated: Deputy Address 888 W. 6th Street, 12th Floor Los Angeles, CA 90017

FONTANA COUNTY CS BUILDING, LLC

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<b>&gt;</b>	<b>&gt;</b>	<b>•</b>
John Tubbs II, Deputy County Counsel		John Gomez, Real Property Manager, RESD
Date	Date	Date



# EXHIBIT "G" 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.

<u>Agent:</u> 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-subsidiary 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.

<u>Parent-Subsidiary Relationship:</u> 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.

Jian Na aw	arded contract if the subcontra	actor (1) actively sup	gent(s)) that w	Date Agent Retained (if less than 12 months price)  Il be providing services/work under and (2) has a financial interestry or board governed special dis	der t in
	Company Name	Agent(s	s)	•	or)
	Company Name	Agent(s	s)	•	or)
. Na	me of agent(s) of Landlord:				
ICO Group of Companies			Sister	Company	
Company Name		)	Relationship		
	me of any parent, subsidiary, c iinitions above):	or otherwise related e	ntity for the ent	ity listed in Question No. 1 (see	
	Jian Torkan and Alex Moradi				
	ne entity identified in Question ded ("closed corporation"), ider			ess shareholders, and not publicly	/
Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports th matter <u>and</u> has a financial interest in the decision: <u>Jian Torkan</u>					
Ye	s   If yes, skip Question No	s. 3-4 and go to Ques	stion No. 5	No ☑	
	•	Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?			

	Company Name	Individual(s) Name			
•					
<u>.</u>					
9.	9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Bo of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any the individuals or entities listed in Question Nos. 1-8?				
	No ☑				
	Yes ☐ If <b>yes</b> , please provide the contribution in	formation in Question 11.			
10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Berna County Board of Supervisors or other elected officer involved with this Contract while award of this Contr being considered?					
	No ☑ If no, please skip question 11.				
	Yes ☐ If <b>yes</b> , please provide the contribution into	formation in Question 11.			
11	. Name of Board of Supervisor Member or other Co	unty 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 the Contract, Landlord certifies that the statements made herein are true and correct. Landlord acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Landlord understands that the other individuals and entities (excluding agents) 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 involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.