

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



ORIGINAL

Contract Number

13-819 A3

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Desert Son Outdoor LLC
Contractor Representative	Joel Mumford
Telephone Number	909-387-0675
Contract Term	10/1/16-2/28/29
Original Contract Amount	\$443,280
Amendment Amount	\$320,638
Total Contract Amount	\$763,918
Cost Center	4434101000
GRC/PROJ/JOB No.	33003238

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Desert Son Outdoor, LLC ("LANDLORD"), as landlord, previously entered into Lease Agreement, Contract No. 13-819 dated September 24, 2013, as amended by the First Amendment dated July 26, 2016, and the Second Amendment dated March 10, 2020 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 2151 Armory Road, Barstow, CA, as more specifically set forth 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 the Lease to reflect an eleven (11) month holdover period from April 1, 2023 through February 29, 2024 with LANDLORD'S express consent, extend, following said holdover, the term of the Lease from March 1, 2024 through February 28, 2029, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Third 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 6, 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 February 29, 2024 in the amount of \$4,058.00 per month.

2. Effective March 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 for the Premises shall be extended for five (5) years, commencing on March 1, 2024, and expiring on February 28, 2029 (the "Third Extended Term").

3. Effective March 1, 2024, DELETE 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, subject to an approximate two (2%) annual increase, as more specifically set forth below:

Lease Year	Total Monthly Rental Payments
March 1, 2024 - February 28, 2025	\$4,420
March 1, 2025 - February 28, 2026	\$4,508
March 1, 2026 - February 28, 2027	\$4,598
March 1, 2027 - February 29, 2028	\$4,690
March 1, 2028 - February 28, 2029	\$4,784

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 March 1, 2024, DELETE the existing **Paragraph 14, UTILITIES**, and SUBSTITUTE therefore the following as a new **Paragraph 14, UTILITIES**:

14. **UTILITIES:** LANDLORD shall furnish to the Premises and shall pay all service charges and related taxes for water, sewer, and trash. If the monthly service charge for water exceeds fifty dollars (\$50.00) per month ("Excess Water Utility Expenses") then LANDLORD to provide COUNTY with invoices or other supporting documents to verify said excess. In the event COUNTY approves said statement, COUNTY shall pay to LANDLORD the Excess Water Utility Expenses above fifty dollars (\$50.00) per month. COUNTY shall pay for electricity, fire alarm service, and all other utilities. COUNTY to furnish and pay for security, vending machines and its own telephone service including pay telephones.

5. Effective as of the March 1, 2024, ADD a new **Paragraph 55, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**, and **Exhibit "F", Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which said **Paragraph 55** shall read as follows:

55. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LANDLORD has disclosed to the County using "Exhibit F" – 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. Effective as of the March 1, 2024, ADD a new **Paragraph 56, COUNTERPARTS**, as follows:

56. **COUNTERPARTS:** 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 conflict between the Lease and this Third Amendment, the provisions and terms of this Third Amendment shall control.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: FEB 06 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



DESERT SON OUTDOOR LLC

By ► [Signature]
(Authorized signature - sign in blue ink)

Name Joel Mumford
(Print or type name of person signing contract)

Title Managing Member
(Print or Type)

Dated: 1-18-24

Address 1712 Pioneer Avenue, Suite 2064
Cheyenne, WY 82001-4406

FOR COUNTY USE ONLY

Approved as to Legal Form
John Tubbs II
John Tubbs II, Deputy County Counsel
Date 1-22-24

Reviewed for Contract Compliance
Date _____

Reviewed/Approved by Department
[Signature]
Date 1/22/24

Exhibit "F"



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.

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: DESERT SON OUTDOOR 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: JOEL MUMFORD

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): JOEL + NADINE MUMFORD

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

Company Name	Relationship
<u>N/A</u>	

6. Name of agent(s) of LANDLORD:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<u>N/A</u>		

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):
<u>N/A</u>		

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:

N/A

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 on or after January 1, 2023, 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: _____

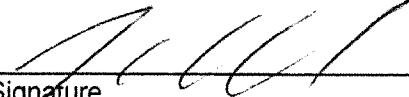
Name of Contributor: _____

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 \$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

1-18-24
Date

JEL NUNFERO
Print Name

DESERT SON OUTDOOR LLC
Print Entity Name, if applicable