



Contract Number

06-292 A4

SAP Number

1920002522

San Bernardino County Flood Control District

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>George Ng and Judy Ng Trust, dated September 11, 1991</u>
Contractor Representative	<u>Judy Ying Ng, Trustee</u>
Telephone Number	<u>(562) 698-2400</u>
Contract Term	<u>01/01/2005 through 12/31/2029</u>
Original Contract Amount	<u>\$78,156</u>
Amendment Amount	<u>\$30,960</u>
Total Contract Amount	<u>\$109,116</u>
Cost Center	<u>Flood Control Zone 2</u>
GRC/PROJ/JOB No.	<u>38002704</u>
Internal Order No.	<u></u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4

WHEREAS, the San Bernardino County Flood Control District ("DISTRICT") and Judy Ying Ng, Trustee of the George Ng and Judy Ying Ng Trust, dated September 11, 1991 ("TENANT"), previously entered into a Lease Agreement, Contract No. 06-292 dated April 18, 2006, as amended by the First Amendment dated January 12, 2010, Second Amendment dated December 16, 2014, and the Third Amendment dated November 5, 2019 (collectively the "Lease"), wherein DISTRICT agreed to lease certain premises comprising approximately 0.086 acres in the DISTRICT's Zone 2, parallel to Lytle Creek Channel and South "E" Street, south of Central Avenue in San Bernardino, CA, as more specifically set forth in the Lease to TENANT for a term that is current scheduled to expire on December 31, 2024; and,

WHEREAS, the DISTRICT and TENANT, now desire to extend the Lease an additional five-years to extend the term from January 1, 2025, through December 31, 2029, adjust the rent, as provided in Paragraph 5, RENT, and amend certain other terms and conditions as more specifically set forth in this amendment ("Fourth Amendment"); and,

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

1. EFFECTIVE January 1, 2025, DELETE, in its entirety, **Paragraph 4, TERM**, and SUBSTITUTE the following as a new **Paragraph 4, TERM**:

4. **TERM:** This lease term shall be extended from January 1, 2025, through December 31, 2029 (“Fourth Extended Term”).

2. EFFECTIVE January 1, 2025, DELETE, in its entirety, **Paragraph 5, RENT**, and SUBSTITUTE, the following as a new **Paragraph 5, RENT**:

5. **RENT:**

A. TENANT shall pay to DISTRICT the following monthly rental payments in advance on the first day of each month, commencing January 1, 2020, continuing during the term, subject to approximately four (4%) annual increases, as more specifically set forth below:

January 1, 2025, through December 31, 2025 – monthly payments of \$477.00
January 1, 2026, through December 31, 2026 – monthly payments of \$495.00
January 1, 2027, through December 31, 2027 – monthly payments of \$515.00
January 1, 2028, through December 31, 2028 – monthly payments of \$536.00
January 1, 2029, through December 31, 2029 – monthly payments of \$557.00

B. In addition to the Rent payable pursuant to Paragraph 5.A, TENANT shall pay to the DISTRICT an annual inspection fee in advance for the annual inspection of the Premises by the DISTRICT. The annual inspection fee to be payable on January 1, 2025, and on each January 1 thereafter for the duration of the Fourth Extended Term shall be the amount of the annual inspection fee shown on the District’s Schedule of Fees Ordinance in effect each January 1. In accordance with the DISTRICT’s current Schedule of Fees Ordinance, the DISTRICT’s annual inspection fee due for January 1, 2025 shall be One Thousand Sixty-Two and 00/100 Dollars (\$1,062). The Annual Inspection Fee paid by TENANT shall not be refunded in whole or in part to TENANT in event of any termination of the License.

C. If any rent or other sums due are not paid when due and payable, TENANT shall pay to DISTRICT an additional Fifty and 00/100 DOLLARS (\$50.00) for each rent or other sums due as an administrative processing charge. The parties agree this late charge represents a fair and reasonable estimate of the costs DISTRICT will incur by reason of late payment by TENANT. Acceptance of any late charge shall not constitute a waiver of TENANT’s default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. In addition to the late charge, rents and other sums not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1.5%) per month.

3. EFFECTIVE January 1, 2025, DELETE, in its entirety, **Paragraph 46. RESERVED**, and SUBSTITUTE in its entirety a new **Paragraph 46, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **EXHIBIT “C”, Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which shall read as follows:

46. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):**

TENANT has disclosed to the County using Exhibit “C” - 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 TENANT’s proposal to the County, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. TENANT acknowledges that under Government Code section 84308, TENANT 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 TENANT 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 TENANT or by a parent, subsidiary, or otherwise related business entity of TENANT.

4. This Fourth 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 Fourth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fourth 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 Fourth Amendment upon request.

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5. 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 Fourth Amendment, the terms of this Fourth Amendment shall control.

END OF FOURTH AMENDMENT

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

JUDY YING NG, TRUSTEE OF THE GEORGE NG AND JUDY YING NG TRUST DATED SEPTEMBER 11, 1991
(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 Judy Ying Ng
(Print or type name of person signing contract)

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

Title Trustee
(Print or Type)

By _____
 Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form ► _____ John Tubbs II, Deputy County Counsel	Reviewed for Contract Compliance ► _____	Reviewed/Approved by Department ► _____ Lyle Ballard, Real Property Manager, RESD
Date _____	Date _____	Date _____



EXHIBIT "C" 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.

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

Judy Ying Ng, Trustee of the George Ng and Judy Ng Trust dated September 11, 1991

1. Name of Tenant:

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: Not applicable

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): Not applicable

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

Company Name	Relationship
Not Applicable	

6. Name of agent(s) of Tenant:

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, Tenant certifies that the statements made herein are true and correct. Tenant 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

Judy Ying Ng

Print Name

11/13/2024

Date

Judy Ying Ng, Trustee of the George Ng and Judy Ng Trust dated September 11, 1991

Print Entity Name, if applicable