

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



ORIGINAL

Contract Number

22-31 A2

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>New Hope Family Life Public Enterprise Center Inc.</u>
Contractor Representative	<u>Esther Williams</u>
Telephone Number	<u>(909)728-0491</u>
Contract Term	<u>January 25, 2022 – October 31, 2025</u>
Original Contract Amount	<u>\$133,522.76</u>
Amendment Amount	<u>\$82,121.88</u>
Total Contract Amount	<u>\$215,644.64</u>
Cost Center	<u>4420005167</u>
GRC/PROJ/JOB No.	<u>33004206</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, as tenant, ("COUNTY") and New Hope Family Life Public Enterprise Center, Inc., as landlord, ("LANDLORD") entered into Lease Agreement, Contract No. 22-31, dated January 25, 2022, and as amended by the First Amendment on May 25, 2023 (collectively, the "Lease"), wherein LANDLORD leases certain premises, comprising approximately 4,518 square feet of office space, commonly known as Rooms 7, 14, 17, 18, 21, and 25, located at 1505 West Highland Avenue, San Bernardino, CA for a term that expired on May 31, 2024, and has continued on a permitted month-to-month holdover with LANDLORD's express consent on the terms and conditions set forth in the Lease; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease for one year from November 1, 2024 through October 31, 2025, through the County's exercise of the existing one (1) year extension option, following a permitted five (5) month holdover for the period of June 1, 2024 through October 31, 2024, adjust the rental rate schedule, and amend certain other terms of the Lease as set forth in this amendment ("Second Amendment").

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

1. Pursuant to **PARAGRAPH 9., HOLDING OVER**, COUNTY with LANDLORD's express consent has continued to occupy the Premises on a holdover basis for a five (5) months for the period of June 1, 2024 through October 31, 2024, for a total of \$23,652.60.

2. Effective November 1, 2024, pursuant to COUNTY's exercise of the existing one-year option to extend the term of the Lease as set forth in **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH L – OPTION TO EXTEND LEASE TERM** and **SECTION II, LEASE PROVISIONS, PARAGRAPH 7, OPTION TO EXTEND LEASE TERM**, DELETE in its entirety the existing **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH H – LEASE TERM** and SUBSTITUTE therefore the following as a new **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH H – LEASE TERM**, which shall read as follows:

SECTION I – BASIC LEASE PROVISIONS

H. LEASE TERM The Term of the Lease shall be extended for one year, commencing on November 1, 2024 and expiring on October 31, 2025 (“Second Extended Term”).

3. Effective November 1, 2024, pursuant to COUNTY's exercise of the existing one-year to extend the term of the Lease as set forth in **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH L – OPTION TO EXTEND LEASE TERM** and **SECTION II, LEASE PROVISIONS, PARAGRAPH 7, OPTION TO EXTEND LEASE TERM**, DELETE in its entirety the existing **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH J – EXPIRATION DATE** and SUBSTITUTE therefore the following as a new **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH J – EXPIRATION DATE OF SECOND EXTENDED TERM**, which shall read as follows:

SECTION I – BASIC LEASE PROVISIONS

J. EXPIRATION DATE OF SECOND EXTENDED TERM October 31, 2025

4. Effective November 1, 2024, DELETE in its entirety the existing **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH K - MONTHLY RENT FOR PREMISES**, and SUBSTITUTE therefore the following as a new **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH K - MONTHLY RENT FOR PREMISES**, which shall read as follows:

SECTION I – BASIC LEASE PROVISIONS

K. MONTHLY RENT FOR PREMISES	<u>Period During Lease Term</u>	<u>Monthly Rent</u>
	11/1/2024 – 10/31/2025	\$4,872.44

5. Effective November 1, 2024, DELETE in its entirety the existing **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH L – OPTION TO EXTEND LEASE TERM**, and SUBSTITUTE therefore the following as a new **SECTION I, BASIC LEASE PROVISIONS, PARAGRAPH L – OPTION TO EXTEND LEASE TERM**, which shall read as follows:

SECTION I – BASIC LEASE PROVISIONS

L. OPTION TO EXTEND LEASE TERM COUNTY shall have the right, at its option, to extend the Lease Term for two additional terms of one year each, following the expiration of the Second Extended Term, and subject to Paragraph 7 of the Lease.

6. Effective November 1, 2024, DELETE in its entirety the existing **SECTION II – LEASE PROVISIONS, PARAGRAPH 3., TERM**, and SUBSTITUTE therefore the following as a new **SECTION II – LEASE PROVISIONS, PARAGRAPH 3., TERM**, which shall read as follows:

3. **TERM.** The Lease Term shall be extended by the Second Extended Term, which shall commence on the November 1, 2024 and shall expire on the October 31, 2025, unless earlier terminated in accordance with the terms of the Lease (the initial Lease Term and the First and Second Extended Terms shall collectively be referred to as the “Lease Term”).

7. Effective November 1, 2024, ADD **Paragraph 57, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **Exhibit “G” – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** incorporated and attached herein, which new Paragraph 57 shall read as follows:

57. **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.

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

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

9. 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 Second Amendment, the terms of this Second Amendment shall control.

END OF SECOND AMENDMENT.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: OCT 22 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



NEW HOPE FAMILY LIFE PUBLIC ENTERPRISE CENTER, INC.

By ► *Kinard Moffatt*
SIGNED BY
(Authorized Signature - sign in blue ink)

Name Kinard Moffatt

Title Chairman

Dated: 10/7/2024

Address 1505 W. Highland Avenue
San Bernardino, CA 92411

FOR COUNTY USE ONLY

Approved as to Legal Form
► *John Tubbs II*
John Tubbs II, Deputy County Counsel
Date 9-25-24

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *Lyle Ballard*
Lyle Ballard, Real Property Manager, RESD
Date 9/25/24



EXHIBIT "G"
**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-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.

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:
 New Hope Family Life, Public Enterprise Center

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:

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
New Hope Missionary Baptist Church	Owner of the building

6. Name of agent(s) of Landlord:

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):
N/A	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 \$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.

Signed by:
Kinard Moffatt

Signature

10/7/2024

Date

Kinard Moffatt

Print Entity Name, if applicable

Print Name