



Contract Number

96-825 A-9

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	BART F. RINKER, Executor of the Estate of Harry S. Rinker, and DIANE J. RINKER, Trustee of the Diane J. Rinker Living Trust UDT/May 7, 2021, successors in interest to the Harry S. Rinker and Diane J. Rinker revocable trust dated May 10, 1966, as amended and restated; AUGUST HENRY REITER, Trustee of the Reiter Family Trust
Contractor Representative	Jim Neiger
Telephone Number	(909) 980-1643
Contract Term	10/1/1996 – 2/28/2027
Original Contract Amount	\$1,950,804
Amendment Amount	\$372,105
Total Contract Amount	\$2,319,900
Cost Center	7810001000
GRC/PROJ/JOB No.	65001259

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 9

WHEREAS, A.H. Reiter Development Company, a California general partnership ("Original Landlord"), and San Bernardino County ("COUNTY") are parties to Lease Agreement, Contract No. 96-825 dated September 10, 1996, as amended by the First Amendment dated November 27, 2001; the Second Amendment dated December 2, 2003; the Third Amendment dated August 16, 2005; the Fourth Amendment dated August 21, 2007, the Fifth Amendment dated September 14, 2010; the Sixth Amendment dated September 10, 2013; the Seventh Amendment dated November 15, 2016; and the Eighth Amendment dated October 8, 2019 (collectively, the "Lease"), wherein LANDLORD leases certain premises to the COUNTY, as more specifically set forth in the

Lease, which Lease expired on November 30, 2022, and has continued during the permitted month to month holdover period; and,

WHEREAS, BART F. RINKER, Executor of the Estate of Harry S. Rinker, and DIANE J. RINKER, Trustee of the Diane J. Rinker Living Trust UDT/May 7, 2021, successors in interest to the Harry S. Rinker and Diane J. Rinker revocable trust dated May 10, 1966, as amended and restated; AUGUST HENRY REITER, Trustee of the Reiter Family Trust, represent and warrant to the COUNTY that on March 2, 2021, they acquired all right, title, and interest to the real property on which the Premises under the Lease is situated and the Lease from the Original Landlord, and as such BART F. RINKER, Executor of the Estate of Harry S. Rinker, and DIANE J. RINKER, Trustee of the Diane J. Rinker Living Trust UDT/May 7, 2021, successors in interest to the Harry S. Rinker and Diane J. Rinker revocable trust dated May 10, 1966, as amended and restated; AUGUST HENRY REITER, Trustee of the Reiter Family Trust, as the successor-in-interest to the Original Landlord, shall hereinafter, and in the Lease, be referred to as "LANDLORD"; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a fifteen (15) month holdover period from December 1, 2022 through February 29, 2024 with LANDLORD's express consent, and to extend the term of the Lease for three years for the period of March 1, 2024 through February 28, 2027, adjust the lease rent schedule, and to amend certain other terms of the Lease as set forth in this amendment (the "Ninth 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 retroactively to March 2, 2021, all references to LANDLORD in the Lease shall refer to "BART F. RINKER, Executor of the Estate of Harry S. Rinker, and DIANE J. RINKER, Trustee of the Diane J. Rinker Living Trust UDT/May 7, 2021, successors in interest to the Harry S. Rinker and Diane J. Rinker revocable trust dated May 10, 1966, as amended and restated; AUGUST HENRY REITER, Trustee of the Reiter Family Trust,

2. Effective retroactively to March 2, 2021, DELETE in its entirety the existing **Paragraph 1, PARTIES**, and SUBSTITUTE therefore the following as a new **Paragraph 1, PARTIES**:

1. **PARTIES**: This lease ("Lease") is made between BART F. RINKER, Executor of the Estate of Harry S. Rinker, and DIANE J. RINKER, Trustee of the Diane J. Rinker Living Trust UDT/May 7, 2021, successors in interest to the Harry S. Rinker and Diane J. Rinker revocable trust dated May 10, 1966, as amended and restated; AUGUST HENRY REITER, Trustee of the Reiter Family Trust, ("LANDLORD"), as landlord, and San Bernardino County ("COUNTY"), as tenant, who agree on the terms and conditions contained in this Lease. LANDLORD hereby represents and warrants to COUNTY that LANDLORD is the legal owner with sole title to the Premises and the real property on which the Premises is situated and has the right to enter into this Lease without consent or approval from any other parties. In the event of a breach of the foregoing representation and warranty, COUNTY shall have the right to terminate this Lease with immediate effect upon written notice to LANDLORD and LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, contractors, agents, volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related to said breach. LANDLORD's indemnity shall survive the expiration or earlier termination of this Lease.

3. Pursuant to **Paragraph 7, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from December 1, 2022 through February 29, 2024 at a monthly rental amount of \$7,807 per month for fifteen (15) months (\$117,105.00).

4. Effective as of the date this Ninth Amendment is mutually executed, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for three (3) years for the period of March 1, 2024 through February 28, 2027 (the "Ninth Extended Term").

5. Effective March 1, 2024, DELETE in its entirety the existing **Paragraph 4.a, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.a, RENT**:

4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears by no later than the last day of each month, commencing when the Ninth Extended Term commences and continuing during the Ninth Extended Term, subject to an annual increase, as more specifically reflected and included in the amounts set forth below:

March 1, 2024 thru February 28, 2025 – monthly payments of \$6,500.00

March 1, 2025 thru February 28, 2026 – monthly payments of \$7,000.00

March 1, 2026 thru February 28, 2027 – monthly payments of \$7,750.00

6. Effective March 2, 2021, DELETE in its entirety **Paragraph 24, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 24, NOTICES**:

24. **NOTICES:**

a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, including but not limited to notices required under the California unlawful detainer statutes or any other person, shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if such notice is personally delivered; (ii) the date of delivery or refusal to accept delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested, provided that in all of the foregoing instances, any notices received after 5 pm local time on a business day shall be deemed delivered on the immediately following business day.

LANDLORD'S Address: BART F. RINKER, Executor of the Estate of Harry S. Rinker, and
DIANE J. RINKER, Trustee of the Diane J. Rinker Living Trust UDT/May 7, 2021, successors in interest
to the Harry S. Rinker and Diane J. Rinker revocable trust dated May 10, 1966, as amended and restated;
AUGUST HENRY REITER, Trustee of the Reiter Family Trust,,
c/o Essex Realty Management, Inc.

9650 Business Center Drive, Suite 131
Rancho Cucamonga, CA 91730

COUNTY'S Address: San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

b. If, at any time after the commencement of the Ninth Extended Term, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the real property on which the Premises is situated to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the real property on which the Premises is situated, LANDLORD and the new owner shall provide COUNTY with evidence of completion of transfer, in which case, the new owner and COUNTY shall document by written amendment said change of ownership. In addition, the new owner shall, within five (5) days of acquiring the Property, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 17, INSURANCE REQUIREMENTS AND SPECIFICATIONS**. The COUNTY's RESD Director shall have the authority, on behalf of COUNTY, to execute a COUNTY standard amendment to this Lease with any new owner

solely for the purposes of reflecting any changes in the legal ownership of the real property on which the Premises is situated and to update the LANDLORD's notice address in the Lease. The new owner acknowledges and agrees new owner's execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new owner.

7. Effective as of the date this Ninth Amendment is mutually executed, ADD **Paragraph 52, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) and EXHIBIT "G", Campaign Contribution Disclosure Senate Bill 1439 incorporated and attached herein, which new Paragraph 58 shall read as follows:**

"52. 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 Contract was approved by the Board of Supervisors. LANDLORD acknowledges that under Government Code section 84308, Contractor 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 Contract.

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

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 Ninth Amendment, the terms of this Ninth Amendment shall control.

END OF NINTH AMENDMENT.

SAN BERNARDINO COUNTY

BART F. RINKER, Executor of the Estate of Harry S. Rinker, and DIANE J. RINKER, Trustee of the Diane J. Rinker Living Trust UDT/May 7, 2021, successors in interest to the Harry S. Rinker and Diane J. Rinker revocable trust dated May 10, 1966, as amended and restated; AUGUST HENRY REITER, Trustee of the Reiter Family Trust

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

By ► _____
(Authorized signature - sign in blue ink)

Name Jim Neiger

Title Authorized Signatory for Landlord

Dated: _____

Address 9650 Business Center Drive, Suite 131
Rancho Cucamonga, CA 91730

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 "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-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:

Estate of Harry S. Rinker and Diane J. Rinker Living Trust
and Reiter Family Trust

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:

N/A

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):

N/A

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

Company Name	Relationship
N/A	

6. Name of agent(s) of LANDLORD:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Essey Realty Management, Inc.	Jim Neiger	7/1/20

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		

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: _____

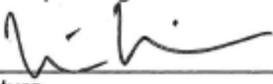
Name of Contributor: _____

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

Jim Neiger
Print Name

2/8/24

Date

Essex Realty Management, Inc.
Print Entity Name, if applicable
Agent for landlord