



**Contract Number**

**22-566 A2**

**SAP Number**

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Moss Colton Properties, LLC
<b>Contractor Representative</b>	Glenn Moss
<b>Telephone Number</b>	951-688-6200
<b>Contract Term</b>	October 1, 2023 through September 30, 2033
<b>Original Contract Amount</b>	\$25,373,904
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$25,373,904
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	63004169

**IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Moss Colton Properties, LLC ("LANDLORD"), as landlord through its predecessors-in-interest, have entered into Lease Agreement, Contract No. 22-566 on June 28, 2022 (collectively, the "Lease"), wherein LANDLORD agreed to lease certain real property to the County, which Lease is currently scheduled to expire on September 30, 2033; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to update the insurance specifications to add the Landlord as additional insured, and amend certain other terms of the Lease as set forth in this amendment (the "Second 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 June 11, 2024, DELETE in its entirety the existing **Subparagraph A, Reserved**, under **Paragraph 20. INSURANCE REQUIREMENTS AND SPECIFICATIONS**, and SUBSTITUTE therefore the

following as a new **Subparagraph A**, under **Paragraph 20. INSURANCE REQUIREMENTS AND SPECIFICATIONS**:

**20. INSURANCE REQUIREMENTS AND SPECIFICATIONS**

A. The COUNTY is a self-insured public entity for purposes of professional liability, general liability, and worker's compensation insurance coverage. The COUNTY represents to the LANDLORD that the COUNTY's self-insurance is equal to or greater than the monetary limits of liability and other monetary and non-monetary requirements required by this Lease. On or before June 30, 2024, the COUNTY will provide the LANDLORD with additional insured endorsements to the COUNTY's policies naming the LANDLORD as additional insured under the policies, except for worker's compensation.

2. Effective June 11, 2024, ADD **Paragraph 57, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **Exhibit "I" – 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 "I" - 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.

3. 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.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

4. 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

MOSS COLTON PROPERTIES, LLC, a California limited liability company

►  
\_\_\_\_\_  
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 Glenn L. Moss, Sr.

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title Owner

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 8146 Auto Drive  
Riverside, CA 92504

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
John Tubbs II, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
Lyle Ballard, Real Property Manager, RESD  
Date \_\_\_\_\_



## EXHIBIT "I" 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:

*Moss Colton Properties, 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:

*Glenn L. Moss, Sr.*

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):

*NA*

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

Company Name	Relationship
<i>NA</i>	

6. Name of agent(s) of LANDLORD:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<i>Moss Colton Properties, LLC</i>	<i>Glenn L. Moss, Sr.</i>	

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):
<i>NA</i>		

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
NA	

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: NA

Date(s) of Contribution(s): NA

Amount(s): NA

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

Glenn L. Moss, Sr.  
 \_\_\_\_\_  
 Print Name

10-4-2024  
 \_\_\_\_\_  
 Date

Moss Colton Properties, LLC  
 \_\_\_\_\_  
 Print Entity Name, if applicable