

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



**Contract Number**

05-223 A8

**SAP Number**

## Real Estate Services Department

**Department Contract Representative  
Telephone Number**

Terry W. Thompson, Director  
(909) 387-5000

**Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center  
GRC/PROJ/JOB No.  
Grant Number (if applicable)**

WGI, Inc  
Willaim G. Ingalls  
(760) 792-8622  
4/1/2005-1/31/2028  
\$1,190,575  
\$ 308,702  
\$1,499,277  
7810001000  
33002067

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, WGI, Inc. ("LANDLORD"), and San Bernardino County ("COUNTY") have previously entered into a Lease Agreement, Contract No. 05-223 dated March 29, 2005, and amended by a First Amendment dated May 11, 2010, a Second Amendment dated March 13, 2012, a Third Amendment dated October 8, 2013, a Fourth Amendment dated March 1, 2016, a Fifth Amendment dated July 24, 2018 and a Sixth Amendment dated January 28, 2020, and a Seventh Amendment dated March 1, 2022 (collectively, "the Lease"), wherein the LANDLORD leases certain premises comprising approximately 3,285 square feet with an address of 4050 Phelan Road, Units 1 & 2, Phelan, California, as the premises is more specifically set forth in the Lease, to the COUNTY, for a term that expired on February 29, 2024, and continuing on a permitted month-to-month holdover; and,

WHEREAS the COUNTY and LANDLORD now desire to amend Lease to reflect a holdover period from March 1, 2024 through January 31, 2025 with LANDLORD'S express consent, extend, following said holdover, the term of the Lease from February 1, 2025, through January 31, 2028, add one three-year option to extend the term of the lease, adjust the rent schedule and amend certain other provisions of the Lease as more specifically set forth in this amendment ("Eighth Amendment").

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

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from March 1, 2024 through January 31, 2025 at a monthly rental amount of \$6,274.00 per month.

2. Effective as of February 1, 2025, DELETE in its entirety the existing **Paragraph 3., TERM** and SUBSTITUTE therefore a new **Paragraph 3., TERM**, which shall read as follows:

"3. **TERM:** The term of the Lease shall be extended for (3) three-years, from February 1, 2025, through January 31, 2028 (the "Seventh Extended Term")."

3. Effective as of February 1, 2025, 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 in arrears on the last day of each month, commencing on the last day of the month when the Seventh Extended Term Commences, and continuing during the Seventh Extended Term as follows:

<u>Year</u>	<u>Monthly Rent</u>
* March 1, 2024 – January 31, 2025	\$6,274.00
February 1, 2025 – January 31, 2026	\$6,462.00
February 1, 2026 – January 31, 2027	\$6,656.00
February 1, 2027 – January 31, 2028	\$6,856.00
* Holdover Period	

4. Effective as of February 1, 2025, DELETE in its entirety the existing **Paragraph 6, OPTION TO EXTEND LEASE TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM**:

"6. **OPTION TO EXTEND TERM:**

A. LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for one (1) three-year period ("extended term") following the expiration of the current term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 8, HOLDING OVER**. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

B. If the Parties have been unable to agree on the fair market rental rate for the Premises within five (5) months of COUNTY's exercise of its option, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then current term of the Lease and the determination of the monthly rent for the Premises by arbitration, COUNTY shall continue to pay the monthly rent for the Premises in the amount due for the month immediately preceding expiration of the then current term of the Lease. If the fair market rental rate for the Premises is determined by arbitration and COUNTY does not, for any reason, agree with such determination, COUNTY shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY's receipt of the arbitration-determined fair market rental rate. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined fair market rental rate

for the month immediately following COUNTY's receipt of said rate determination and for the duration of the then current term."

5. Effective as of the date that this Eighth Amendment is fully executed, ADD new **Paragraph 57, and Exhibit "F" – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** referred to and attached herein and incorporated into the Lease Agreement Contract No. 05-223. New **Paragraph 57**, to read as follows:

"57. **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 \$500 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. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 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 \$500 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. This Eighth 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 Eighth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Eighth 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 Eighth 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 any conflict between the Lease and this Eighth Amendment, the terms of this Eighth Amendment shall control.

**END OF EIGHTH AMENDMENT.**

SAN BERNARDINO COUNTY




\_\_\_\_\_  
, 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

WGI, Inc

By  \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name William G. Ingalls

Title President

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

Address c/o Coldwell Banker Commercial  
12138 Industrial Blvd., Suite100  
Victorville, CA 92392

**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 “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: WGI Inc.

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: William G. Ingalls

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): William Ingalls  
Colleen Ingalls

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)
Coldwell Banker	Hilary Claveau	N/A

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
N/A	

9. Was a campaign contribution, of more than \$500, 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 \$500 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.

William Ingalls

Signature

William G. Ingalls

Print Name

01/13/2025 at 18:02:20

Date

WGI Inc.

Print Entity Name, if applicable