



Contract Number

22-566 A-1

SAP Number

ORIGINAL

Real Estate Services Department

**Department Contract Representative
Telephone Number**

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

**Contractor
Contractor Representative
Telephone Number
Contract Term**

Moss Colton Properties, LLC
Glenn L. Moss, Managing Member
(951) 688-6200 x1111
Ten years; projected
commencement date of 10/1/2023

**Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
GRC/PROJ/JOB No.**

\$25,373,904
\$ 239,160
\$25,613,064
7810001000
63004169

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Moss Colton Properties, LLC ("LANDLORD"), as landlord, have entered into Lease Agreement, Contract No. 22-566 dated June 28, 2022 (the "Lease"), wherein LANDLORD leases certain premises to the COUNTY for a term that is currently scheduled to expire on September 30, 2033; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect additional tenant improvements as related to the medical office facility requirements, and amend certain other terms of the Lease as set forth in this amendment (the "First 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 as of the date this First Amendment is mutually executed, DELETE in its entirety the existing **Paragraph K, MONTHLY RENT FOR PREMISES**, in **SECTION I - BASIC LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph K, MONTHLY RENT FOR PREMISES**, in **SECTION I - BASIC LEASE PROVISIONS**:

K. MONTHLY RENT FOR PREMISES

Lease Year (based on Projected Commencement Date of October 1, 2023)	Monthly Rent		Monthly Amortization of Improvements		Total Monthly Payment
October 1, 2023 - September 30, 2024	\$131,970.00	+	\$62,013.00	=	\$193,983.00
October 1, 2024 - September 30, 2025	\$136,110.00	+	\$62,013.00	=	\$198,123.00
October 1, 2025 - September 30, 2026	\$140,251.00	+	\$62,013.00	=	\$202,264.00
October 1, 2026 - September 30, 2027	\$144,391.00	+	\$62,013.00	=	\$206,404.00
October 1, 2027 - September 30, 2028	\$148,531.00	+	\$62,013.00	=	\$210,544.00
October 1, 2028 - September 30, 2029	\$153,189.00	+	\$62,013.00	=	\$215,202.00
October 1, 2029 - September 30, 2030	\$157,847.00	+	\$62,013.00	=	\$219,860.00
October 1, 2030 - September 30, 2031	\$162,504.00	+	\$62,013.00	=	\$224,517.00
October 1, 2031 - September 30, 2032	\$167,162.00	+	\$62,013.00	=	\$229,175.00
October 1, 2032 - September 30, 2033	\$172,337.00	+	\$62,013.00	=	\$234,350.00

2. Effective as of the date this First Amendment is mutually executed, DELETE in its entirety the existing **Paragraph N, IMPROVEMENTS**, in **SECTION I - BASIC LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph N, IMPROVEMENTS**, in **SECTION I - BASIC LEASE PROVISIONS**, and ADD Exhibit "B-5" – **ADDITIONAL TENANT IMPROVEMENTS CHANGE ORDERS** referred to herein and incorporated into the Lease. New **Paragraph N**, to read as follows:

N. IMPROVEMENTS

On or before the Projected Commencement Date, LANDLORD shall, at its sole cost and expense, Substantially Complete the Improvements in accordance with the Improvement Work Letter attached hereto and made a part hereof as Exhibit "B", the Floor Plan attached hereto and made a part hereof as "Exhibit "B-1", the Site Plan attached hereto and made a part hereof as Exhibit "B-2", the Elevations attached hereto and made a part hereof as "Exhibit "B-3", the Improvement Specifications attached hereto and made a part hereof as "Exhibit "B-4", the Additional Tenant Improvements, Change Orders, attached hereto and made a part hereof as "Exhibit "B-5", and the relevant provisions of the Lease.

3. Effective as of the date this First Amendment is mutually executed, ADD **Paragraph 57** to **SECTION II – LEASE PROVISIONS**, and Exhibit "I" – **Campaign Contribution Disclosure** referred to herein, and incorporated into the Lease. New **Paragraph 57**, to 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 Contract was approved by the Board of Supervisors. Contractor 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 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.

4. 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 PAGE INTENTIONALLY LEFT BLANK]

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

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

► *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 26 2023

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

By *Lyana Monell*
Lyana Monell
Clerk of the Board of Supervisors
San Bernardino County, CA

By *[Signature]*
Deputy



MOSS COLTON PROPERTIES, LLC

By ► *[Signature]*
(Authorized signature - sign in blue ink)

Name Glen L. Moss Sr.

Title Managing Member

Dated: 9/6/23

FOR COUNTY USE ONLY

Approved as to Legal Form

► *John Tubbs II*
John Tubbs II, Deputy County Counsel

Date 9-1-23

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► *[Signature]*

Lyle Ballard, Real Property Manager, RESD

Date 9/5/23

EXHIBIT "B-5"
ADDITIONAL TENANT IMPROVEMENTS
CHANGE ORDERS

Construction Change Order Total Request

Moss Bros Auto Group
 Owner Builder
 8146 Auto Drive
 Riverside, CA 92504

ARMC Colton
 Moss Colton Properties LLC
 1930 W Valley Blvd
 Colton, CA 92324

The owner builder and the lease holder agree to make the following changes in the work

Cost Code	Description	Price	
2-100, 5-100	Demo & Structural Steel	\$	25,838.58
8-150	Accordion Wall	\$	14,357.06
8-100	Doors & Hardware	\$	27,246.00
3-100, 7-200, 9-200	Framing, Drywall & Insulation	\$	42,714.52
16-000	Electrical	\$	109,660.20
16-300	Fire Alarm	\$	2,699.59
9-700	Flooring (VCT to Carpet)	\$	6,300.24
15-400	Fire Sprinklers (Door & Wall changes)	\$	5,513.49
	Architectural Fees	\$	14,356.25
	Sub Total	\$	248,685.93
Credit to not demo and sell the existing canopy and fencing		\$	(22,025.93)
	This Change Order	\$	226,660.00
PLUS	Change Order 1 - 081122	\$	12,500.00
	Total TI's Amortized Amendment #1	\$	239,160.00



EXHIBIT "I"
Campaign Contribution Disclosure
(SB 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.

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

1. Name of Lessor: Miss Colton Higgins

2. Name of Principal (i.e., CEO/President) of LANDLORD, if the individual actively supports the matter and has a financial interest in the decision:

Gerrard Moss, Sr.

3. Name of agent of Lessor:

Company Name	Agent(s)
<u>N/A</u>	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
<u>N/A</u>	

5. Name of SubLANDLORD(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subLANDLORD (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	SubLANDLORD(s):	Principal and/or Agent(s):
<u>N/A</u>		

6. Is the entity listed in Question No. 1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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
<u>N/A</u>	

8. 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 on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If no, please skip Question No. 9 and sign and date this form.

Yes ☐ If yes, please continue to complete this form.

9. 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/County elected officer to whom anyone listed made campaign contributions.

By signing the Lease, Lessor certifies that the statements made herein are true and correct. Lessor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Lease is being considered and for 12 months after a final decision by the County.