



Contract Number

23-1369 A1

SAP Number

Real Estate Services Department

| | |
|---|---------------------------------|
| Department Contract Representative | Terry W. Thompson, Director |
| Telephone Number | (909) 387-5000 |
| Contractor | WM Inland Investors IV LP |
| Contractor Representative | Laura Andre |
| Telephone Number | 760-241-4043 |
| Contract Term | April 15, 2025 – March 31, 2035 |
| Original Contract Amount | \$16,130,938.37 |
| Amendment Amount | \$181,787 |
| Total Contract Amount | \$16,312,725.37 |
| Cost Center | 7810001000 |
| GRC/PROJ/JOB No. | 5700 4631 |
| Grant Number (if applicable) | |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, ("COUNTY") as tenant and WM Inland Investors IV LP, ("LANDLORD"), as Landlord, entered into Lease Agreement No. 23-1369 dated December 19, 2023, (the "Lease") wherein COUNTY leases approximately 37,570 square feet of office space located at 500 Inland Center Drive, Suite 301L, in San Bernardino, CA 92408 ("Premises") as more specifically described in the Lease; and,

WHEREAS, on December 19, 2023 (Item No. 79), the Board of Supervisors approved the Lease between COUNTY and LANDLORD, which included a \$100,000 contingency allowance for tenant improvement change orders proposed by COUNTY; and

WHEREAS, construction of the tenant improvements has been completed, and the COUNTY took occupancy of the premises on April 15, 2025; and

WHEREAS, during construction, additional work was required to accommodate COUNTY program-specific operational needs, resulting in costs that exceeded the previously Board-approved contingency by \$81,787 for a total of \$181,787; and

WHEREAS, Exhibit B, Improvement Work Letter, to the Lease requires that any change orders proposed by COUNTY that cumulatively exceed \$100,000 shall be by a mutually agreed amendment, subject to the approval by the COUNTY's Board of Supervisors; and

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to document this one-time payment, confirm that no rental rate adjustment or amortization of costs shall occur, and update certain standard lease provisions as set forth herein.

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 November 18, 2025, **Exhibit B, IMPROVEMENT WORK LETTER**, of the Lease is hereby amended to authorize the one-time lump-sum payment described below. The rental rate schedule and all other terms of the Lease shall remain unchanged. The following sentence, is hereby ADDED to **EXHIBIT B, IMPROVEMENT WORK LETTER**, as the last sentence to **Paragraph 1**:

“Through Amendment No. 1 to the Lease, COUNTY shall pay to LANDLORD a one-time lump-sum payment of \$81,787 for additional tenant improvement change order costs. This payment is separate from and in addition to the \$100,000 contingency previously approved under the original Lease and shall not result in any adjustment to the rental rate schedule or monthly rent.”

2. Effective November 18, 2025, DELETE in its entirety the existing **Paragraph 56, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **Exhibit “I” – Campaign Contribution Disclosure Senate Bill 1439**, and SUBSTITUTE therefore a new **Paragraph 56, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit “I” – Levine Act Campaign Contribution Disclosure** attached and incorporated herein, which shall read as follows:

53. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the County using “Exhibit I” – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, 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. LANDLORD acknowledges that under Government Code section 84308, LANDLORD 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.

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

4. All other provisions and terms of Lease shall remain the same and are hereby incorporated by reference. In the event any conflict between the Lease and this First Amendment, the provisions and terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

WM INLAND INVESTORS IV LP, a Delaware
Limited Partnership



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 Cassie Malayil

Title Vice President and Senior Leasing Counsel

Dated: _____

Address _____

FOR COUNTY USE ONLY

| | | |
|---|----------------------------------|--|
| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
| _____ John Tubbs II, Deputy County Counsel | _____ | _____ John Gomez, Real Property Manager, RESD |
| Date _____ | Date _____ | Date _____ |



EXHIBIT I

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing 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 Landowner: WM Inland Investors IV LP
2. Is the entity listed in Question No.1 a nonprofit 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: Cassie Malayil
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 | N/A |
| | |

6. Name of agent(s) of Landowner:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|----------------|------------------|---|
| Cassie Malayil | Signer | |
| Laura Andre | Property Manager | |

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 | 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 | 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 involved with this Contract within the prior 12 months, by any of

the individuals or entities listed in Question Nos. 1-8?

No

Yes If yes, please provide the contribution information in Question 11.

10. Has an agent of Landowner made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If yes, please provide the contribution information in Question 11.

11. 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 the Contract, Landowner certifies that the statements made herein are true and correct. Landowner acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Landowner understands that the other individuals and entities (excluding agents) 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 involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.