



Contract Number
01-270 A-6

SAP Number

Real Estate Services Department

| | |
|---|---|
| Department Contract Representative | <u>Terry W. Thompson, Director</u> |
| Telephone Number | <u>(909) 387-5000</u> |
| Contractor | <u>NMSBPCSLDHB, a California limited partnership</u> |
| Contractor Representative | <u>Greg Eger</u> |
| Telephone Number | <u>(408) 395-0101</u> |
| Contract Term | <u>12/1/2009 – 12-/31/2028</u> |
| Original Contract Amount | <u>\$10,547,212.00</u> |
| Amendment Amount | <u>\$ 4,737,655.00</u> |
| Total Contract Amount | <u>\$15,284,867.00</u> |
| Cost Center | <u>78120001000</u> |
| GRC/PROJ/JOB No. | <u>57001474</u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County as tenant (“COUNTY”) AND NMSBPCSLDHB, a California limited partnership, as landlord (“LANDLORD”) have previously entered into a Lease Agreement, Contract No. 01-270 dated April 17, 2001(“Initial Lease”) wherein LANDLORD agreed to lease certain real property to the COUNTY as more particularly described in the Lease; and

WHEREAS, the parties and LANDLORD’s lender entered into a Subordination, Attornment, and Non-disturbance Agreement (SNDA) dated May 15, 2001, which is referenced solely for COUNTY’s administrative purposes as the First Amendment, although said SMDA does not amend the Lease; and

WHEREAS, the parties and LANDLORD’s lender entered into an SNDA dated February 26, 2002, which is referenced solely for COUNTY’s administrative purposes as the Second Amendment, although said SNDA does not amend the Lease; and

WHEREAS, the parties amended the Lease by the Third Amendment dated July 15, 2008 and the Fourth Amendment dated November 19, 2013 and the Fifth Amendment dated January 8, 2019 (the Initial Lease, the Third Amendment, the Fourth Amendment and the Fifth Amendment shall collectively be referred to as the “Lease”); and

WHEREAS, the Lease expired on March 31, 2022 and has continued on a permitted month-to-month holdover; and

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a permitted twenty-one (21) month holdover with LANDLORD’s consent, extend the lease term for five (5) years through December 31,

2028 ("Fourth Extended Term"), add improvements to the Premises to be completed by LANDLORD, adjust the rent schedule during the Fourth Extended Term, and provide for LANDLORD's refund to COUNTY of \$14,679.00 due to COUNTY's over-payment of rent during the permitted holdover period from April 1, 2022 through October 31, 2023, and amend certain other terms and conditions of the Lease as more specifically set forth in this amendment. ("Sixth Amendment").

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

1. Pursuant to **Paragraph 7, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a month-to-month tenancy for the period of April 1, 2022 through December 31, 2023 at a total rental amount of \$1,124,340.

2. LANDLORD acknowledges and agrees that the Monthly Holdover Rent due excludes the "Tenant Improvement Rent" at a rate of \$699.00 per month, as set forth in **Paragraph 4, RENT** of the Fifth Amendment to the Lease for the amortized payment of certain tenant improvements costs incurred by LANDLORD in accordance with the Lease, because the costs of said improvements were fully amortized as of March 31, 2022 and no further Tenant Improvement Rent was due. Notwithstanding that no further Tenant Improvement Rent was due after March 31, 2022, for the twenty-one (21) month period of April 1, 2022 through December 31, 2023, the COUNTY inadvertently paid to LANDLORD monthly rental payments in the amount of \$53,540.00, which included the Tenant Improvement Rent, resulting in an overpayment in the total amount of \$14,679.00 ("Refund Amount"). Within fifteen (15) days after the Commencement Date of the Fourth Extended Term as defined below in Paragraph 3., LANDLORD shall refund to COUNTY the Refund Amount in a lump sum payment, which obligation shall survive the expiration or earlier termination of the Lease.

3. Effective January 1, 2024, pursuant to COUNTY's exercise of its option under Paragraph 5, OPTION TO EXTEND TERM, DELETE in its entirety the existing **Paragraph 3., TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3., TERM**, which shall read as follows:

"3. **TERM:** The term of the Lease shall be extended for five (5) years, commencing on January 1, 2024 ("Commencement Date") and expiring on December 31, 2028 ("Fourth Extended Term")."

4. Effective January 1, 2024, DELETE in its entirety, **Paragraph 4., RENT**, and SUBSTITUTE therefore a new **Paragraph 4., RENT**, which shall read as follows:

"4. **RENT:**

A. COUNTY shall pay to LANDLORD the Total Rent per month, as more specifically set forth below, in arrears on or before the last day of each calendar month, commencing as of November 1, 2023 and continuing during the remainder of the Fourth Extended Term, but subject to any deductions, offsets, and adjustments that are permitted under the Lease. Total Rent for the Premises during any partial calendar month during the term of the Lease shall be prorated based on the actual number of days the Premises is occupied by COUNTY in said month. LANDLORD agrees to accept all payments of Total Rent for the Premises and other payments due from COUNTY to LANDLORD under this Lease via electronic payments directly deposited to LANDLORD's designated bank account. LANDLORD has completed any and all COUNTY standard forms and provided all information required by COUNTY to process such electronic payments. The Total Rent amounts are equal to the sum of the Base Rent, the day porter services (provided pursuant to the table below), and the Amortized Improvements Payment. Rent payable under this **Paragraph 4.A., RENT**, includes the cost of Tenant Improvements as provided in **Paragraph 40., LANDLORD'S IMPROVEMENTS** at a total cost of \$190,699.00 (Tenant Improvement Cost) which tenant improvement cost shall be amortized equally over the 60-month term of the Lease without interest. For avoidance of doubt, should the term of the Lease be extended beyond the 60-month term said Tenant Improvement Cost will have been fully amortized and LANDLORD shall not be entitled to any reimbursement for said Tenant Improvement Cost.

| Lease Period | Base Rent (per month) | | Porter Service (per month) | Amortized Improvement s Payment (per month) | = | Total Rent (per month) |
|--------------------------------------|--------------------------|---|-------------------------------------|--|---|---------------------------|
| April 1, 2022 – December 31, 2023* | \$52,049.00 | + | \$792.00 | \$699.00 | = | \$53,540.00 |
| January 1, 2024 – December 31, 2024 | \$53,324.00 | + | \$1,100.00 | \$3,178.31 | = | \$57,602.31 |
| January 1, 2025 – December 31, 2025 | \$54,600.00 | + | \$1,133.00 | \$3,178.31 | = | \$58,911.31 |
| January 1, 2026 – December 31, 2026 | \$55,876.00 | + | \$1,167.00 | \$3,178.31 | = | \$60,221.31 |
| January 1, 2027 – December 31, 2027 | \$57,151.00 | + | \$1,202.00 | \$3,178.31 | = | \$61,531.31 |
| January 1, 2028 - November 30, 2028 | \$58,427.00 | + | \$1,238.00 | \$3,178.31 | = | \$62,843.31 |
| December 1, 2028 – December 31, 2028 | \$58,427.00 | | \$1,238.00 | \$3,178.71 | = | \$62,843.71 |

*Permitted twenty-one month holdover period

5. Effective January 1, 2024, DELETE in its entirety the existing **Paragraph 40., LANDLORD’S IMPROVEMENTS** and **Exhibit “A”** and SUBSTITUTE therefore a new **Paragraph 40., LANDLORD’S IMPROVEMENTS** and a new **Exhibit “A-1”**, attached to this Sixth Amendment, which shall read as follows:

“40. **LANDLORD’S IMPROVEMENTS:**

A. LANDLORD shall, at sole its sole cost and expense, construct the improvements (“Improvements”) at the Premises and, if applicable, at the Building and the Property in accordance with the specifications set forth on Exhibit A, Improvements Specifications attached hereto and incorporated herein by reference (the “Improvement Specifications”) and the Lease, including but not limited to Paragraph 10, LEGAL COMPLIANCE. The cost of the Improvements is \$190,669 which shall be amortized on a straight-line basis without interest over the initial sixty (60) months of the Fourth Extended Term and paid monthly by COUNTY as set forth in the Amortized Improvement Payment in Paragraph 4, RENT. The parties acknowledge and agree that any increase in the cost of the Improvements shown in Exhibit A after the mutual execution of the Lease shall be LANDLORD’s sole responsibility regardless of cause and shall not increase the Amortized Improvement Payments due from COUNTY except due to a COUNTY Change Order (as later defined).

B. LANDLORD shall, at its sole cost and expense, furnish all design, material, labor and equipment required to construct the improvements and shall apply for and obtain, all permits, licenses, certificates, and approvals necessary for the construction of the Improvements.

C. LANDLORD shall not modify the Improvements without obtaining the prior written consent of the COUNTY’s RESD representative, as the authorized COUNTY agent for the Improvements. In the event LANDLORD makes any modifications to the Improvements without COUNTY’s prior written consent, COUNTY shall have no liability for any costs incurred and LANDLORD shall be solely responsible for said costs and for any costs incurred to return the affected portion of the Improvements to its original specifications. During construction of the Improvements, if COUNTY’s authorized COUNTY RESD representative proposes any modifications to or additional work that are not set forth in Exhibit "A", Improvement Specifications, LANDLORD shall, prior to commencing any proposed work, promptly provide pricing and schedule impacts to COUNTY for the proposed work. If the parties mutually agree to proceed with the proposed modification or additional work to the Improvements (“COUNTY Change Order Work”), the authorized representatives of the Parties shall execute a change order document (“COUNTY Change Order”) setting forth the agreed specifications, costs, and schedule impact, if any, for the COUNTY Change Order Work and LANDLORD shall promptly complete said COUNTY Change Order Work. In addition to the cost of the COUNTY Change Order Work, COUNTY shall pay LANDLORD an administrative fee calculated at ten percent (10%) of the cost of the COUNTY Change Order Work. Upon LANDLORD’s completion of the COUNTY Change Order Work and acceptance of the Improvements for COUNTY’s intended use, subject to latent defects and the representations, warranties, and provisions of the Lease, COUNTY shall pay LANDLORD for the COUNTY Change Order Work by separate purchase order (and not by additional amortization into the rent) within ninety (90) days after COUNTY’s receipt of an itemized invoice, proof of

payment, lien releases, and any other documents requested by COUNTY for the COUNTY Change Order Work, provided that such payment shall in no event be due prior to the Commencement Date. The authorized COUNTY RESD representative may process one or more COUNTY Change Orders in accordance with this Paragraph C, provided that, notwithstanding anything to the contrary in the Lease or this Sixth Amendment, the cumulative total of all agreed COUNTY Change Orders shall not exceed \$45,000.00. Any proposed COUNTY Change Order(s) that cause the cumulative total of all agreed COUNTY Change Orders to exceed \$45,000.00 shall be processed by a mutually agreed amendment to the Lease that is executed by the parties.

D. In the event LANDLORD contracts for the construction of the Improvements or any portion thereof, LANDLORD shall comply with the provisions of the California Public Contract Code 22000 through 22045 regarding bidding procedures and Labor Code Section 1720.2 and 1770 et seq. regarding general prevailing wages, including, but not limited to, those requirements set forth on Exhibit "G", attached hereto and incorporated herein by reference. LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and contractors from any and all claims, actions, losses, damages and/or liability arising out of or related to the obligations set forth in this paragraph. LANDLORD's indemnity obligations shall survive the expiration or earlier termination of the Lease and such obligations shall not be limited by the existence or availability of insurance.

E. Following the mutual execution of the Lease, Landlord shall promptly and diligently proceed with the construction of the Improvements and use reasonable speed, diligence and good faith efforts to complete the Improvements on or prior to February 29, 2024. The Improvements shall be deemed "Completed" upon the occurrence of all of the following: (i) LANDLORD has completed the Improvements in accordance with the Improvement Specifications, subject only to minor punch list items as mutually agreed by the Parties; (ii) COUNTY's receipt of a certificate of occupancy issued by the relevant governmental agency, if applicable, and (iii) written acceptance by an authorized agent of COUNTY for the Improvement for COUNTY's intended use, subject to latent defects and the representations, warranties, and provisions of the Lease. All punch items shall be completed by LANDLORD within thirty (30) days of notice from the COUNTY. In the event that LANDLORD fails to complete said punch list items within said thirty (30) until such time that the punch list items are all completed, COUNTY shall only pay eighty percent (80%) of the Monthly Rent and other sums due under the Lease with the remaining twenty percent (20%) of the Monthly Rent and other sums due to accrue but shall not be paid to LANDLORD until all such punch list items have been completed and agreed by COUNTY. If COUNTY withholds Monthly Rent or other sums due under this paragraph, COUNTY shall not be in default of the Lease and no interest or service charges shall be added to the amounts due LANDLORD upon completion of the punch list items.

F. LANDLORD shall provide COUNTY with a written progress report every thirty (30) days during the construction of the Improvements. The report shall contain the most current information regarding progress, completions, and delays for each milestone of the construction schedule. LANDLORD shall further provide COUNTY with written notice upon LANDLORD's completion of each milestone of the above construction schedule. COUNTY and its representatives shall be given reasonable notice of and may attend all project meetings, including all design review meetings and construction meetings. At COUNTY's option, Landlord shall meet with COUNTY monthly (or more frequently if reasonably required by COUNTY) to provide detailed progress reports.

G. In the event LANDLORD, after exercising all due diligence, is unable to meet the Improvement completion date of February 29, 2024, due to reasons which LANDLORD proves are outside the control of LANDLORD, such reasons include but are not limited to acts of God, unreasonable acts of governmental agencies causing unavoidable delays (the normal and reasonable times for review, action and reasonably anticipated delays by governmental agencies are already included in the timing of the Critical Completion Dates), strikes, or labor troubles, then said February 29, 2024 completion date shall be extended for a period equivalent to the period of such delay, provided that as soon as LANDLORD becomes aware or should in the exercise of due diligence have become aware of any facts or circumstances that may or will cause such a delay, LANDLORD shall immediately provide written notice to COUNTY of any such delay or anticipated delay. In the event LANDLORD fails to timely notify COUNTY in writing of any such delay or anticipated delay, the provisions of this Paragraph G shall not apply to such delay or anticipated delay and said February 29, 2024 completion date shall remain unmodified.

H. Until the Improvements are completed, including all minor punch list items, LANDLORD understands and agrees that LANDLORD shall not sell the Property, assign the Lease, or transfer a controlling interest in LANDLORD person or entity or the Premises to a third party (“Transfer”) without COUNTY’s prior review and written approval. In the event LANDLORD desires to make a Transfer, LANDLORD shall submit a written request to COUNTY along with all relevant documents regarding the proposed Transfer to COUNTY for its review and consent. COUNTY’s consent shall be deemed denied in the event COUNTY does not respond to LANDLORD’s Transfer request. In the event COUNTY consents to LANDLORD’s Transfer request, the Parties shall execute an amendment to the Lease to confirm the Transfer.

I. LANDLORD acknowledges that late completion of the Improvements to COUNTY will cause COUNTY to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LANDLORD does not complete the Improvements by February 29, 2024, LANDLORD agrees to liquidated damages of Two Hundred and 00/00 Dollars (\$200.00) for each day’s delay from the February 29, 2024 completion date until the date the COUNTY accepts the Improvements as complete, including all punch list items. The parties agree that this charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late completion. Acceptance of any charge shall not constitute a waiver of LANDLORD’s default or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY.

J. For a period of two (2) years from date the Improvements, including all punch list items are completed, the Improvements shall be warranted by Landlord against defects in design, materials and workmanship. Without limiting Landlord’s repair obligations to the extent expressly set forth in the Lease, Landlord shall, at Landlord’s expense, promptly repair or replace any such defective Improvement evidenced by written notice from County to Landlord within such two (2) year period.

K. During the term of the Lease, Landlord warrants the Improvements against all latent defects and the failure of the Improvements to be completed in accordance with the plans and specifications. The warranties set forth above herein cover all design, labor, materials and equipment required to perform any required repairs or other remediation resulting from the breach of any such warranty. Upon and following completion of the Improvements, Landlord shall enforce for the benefit of County all such warranties and guarantees relating to the Improvements and all equipment and building systems comprising a portion of the Improvements. Landlord’s failure to honor any such warranty made by Landlord shall be a default by Landlord under the Lease.”

6. Effective January 1, 2024, ADD a new **Exhibit A-1**, TENANT Improvements and Cost Breakdown, attached hereto and made a part hereof.

7. Effective January 1, 2024, ADD a new **Paragraph 55.**, **CAMPAIGN CONTRIBUTION DISCLOSURE** (SB 1439), which shall read as follows:

“55. **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.”

8. Effective January 1, 2024, ADD a new **Exhibit “I” CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**.

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

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

END OF SIXTH AMENDMENT

* * * * *

* * * * *

* * * * *

SAN BERNARDINO COUNTY

►

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

B
y _____
Deputy

LESSOR: NMSBPCSLDHB, a California limited partnership

B
y ► _____
(Authorized signature - sign in blue ink)

Name Robert Granum II
(Print or type name of person signing contract)

Title Trustee of the Granum Family Trust,
General Partner
(Print or Type)

Dated: _____

Address P. O. Box 2460
Saratoga, CA 95070

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 "A-1"

The following three pages shall represent Exhibit "A-1" for the purposes of this Lease.

JOHN P. SESSIONS, GENERAL CONTRACTOR

Cell: (951)217-6191 Landline: (928)379-5153
1240 LONGVIEW DRIVE

EMAIL: JPSESSIONSGC@GMAIL.COM
1255 E. HIGHLAND AVE., SUITE 103

PRESCOTT, AZ 86305
AZ LIC.#323010

SAN BERNARDINO, CA 92404
CA LIC.#633895

1504 GIFFORD AVE. , SAN BERNARDINO- TENANT IMPROVEMENTS PROPOSAL DATED 5/1/2023

General notes:

1. Based on normal business hour work unless noted
2. Based on DIR guidelines
3. Prices include OHP
4. Tenant to provide after hours access as necessary

CEILING TILES: \$38,220.00

- Replace existing ceiling tiles in 23 offices and 3 conference rooms with 1811 "fine fissured" tiles
- recommend not changing tiles in conference room(s) with existing "nubby" tile as it would be a downgrade.
- excludes "thorough" cleaning after completion
- removal of any overhead projectors, ceiling fans or alarm sensor at extra cost

HVAC: \$4,300.00

- replace 11 existing T-stats as requested
- Original county request: "Remove timed control of the HVAC system to allow 24/7 operation; replace remaining 12-13 thermostats with lock-out features similar to previously replaced 5-6 thermostats." County to advise on deletion of item.

VCT: \$4,704.00

- replace vct flooring in #103 & 131 with "excelon" or equal
- includes after hours work
- excludes "waxing" of new flooring
- REVISED in to include 6 additional visitation rooms: ADD \$9,410.00 to above

LOCKS: \$2,105.00

- replace 6 heavy duty office locks with "classroom" function locks
- includes \$200 allowance for re-key to tenant's master

RESTROOMS: \$4,850.00

- install privacy gap covers in 2 employee restrooms
- install one diaper changing table
- includes after hours work

ELECTRICAL:

JOHN P. SESSIONS, GENERAL CONTRACTOR

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1240 LONGVIEW DRIVE

EMAIL: JPSESSIONSGC@GMAIL.COM
1255 E. HIGHLAND AVE., SUITE 103

PRESCOTT, AZ 86305
AZ LIC.#323010

SAN BERNARDINO, CA 92404
CA LIC.#633895

1. ~~Exterior lights: \$4,927.00~~
 - ~~-replace 4 exterior wall packs at entrances with LED adjustable head lights~~
 - ~~-replace light heads at northwest pole and add one new light head. (LED adjustable)~~

2. Low voltage conduit \$5,280.00
 - conduit run to northwest pole light base, run to west gate keypad and run to east pedestrian gate.
 - conduit to be surface mounted in corner areas adjacent to stone columns
 - conduits to terminate above interior ceiling area at nearest building corner.
 - no further details provided by tenant's vendors

3. ~~INTERIOR LIGHTS: \$116,938.00~~
 - ~~-replace open area troffer lights with "dimmable" LED~~
 - ~~-requires additional low voltage cabling to switch locations~~
 - ~~-dimming of existing fluorescent fixtures not feasible~~
 - ~~-excludes any drywall patch/paint~~
 - ~~-includes after hours~~

4. TV DATA/POWER: \$3,190.00
 - add 2 data rings and one electrical outlet for tv in conference room
 - no low voltage conduit in wall; pull string only between data rings
 - includes plywood backboard for TV (no bracket installation)
 - excludes drywall patch/paint if necessary

BLIND REPLACEMENT: \$72,460.00

- Replace existing exterior vertical blinds with roller shades
- Excludes storeroom; includes interior windows 108/104
- Based on "Syko 1% ash grey" (R-16 gear with 3" fascia smaller shades & R-24 gear with 4" fascia larger shades)
- Includes after hours work for "open area" installs

FENCING: \$34,595.00

- Install approx. 290' wrought iron fence in rear parking lot (current chain link fencing) 6' high
- vendor recommends leaving existing chain link as added security and installing new fence just inside existing. Existing chain link fence to remain.
- ~~-remove existing chain link : ADD \$2810 TO ABOVE~~
- ~~-add expanded metal to new fence: ADD \$23,364 TO ABOVE~~

JOHN P. SESSIONS, GENERAL CONTRACTOR

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SAN BERNARDINO, CA 92404
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EAST PEDESTRIAN GATE: \$5,915.00

- New gate & posts with electrified panic hardware (wiring/card reader by others)
- Includes expanded metal on gate

DRINKING FOUNTAINS: \$15,050.00

- Replace 2 existing with Elkay LZ with bottle fillers
- Requires drywall demo & repair for new backing and relocation of water, drain & electrical configuration (included in above)
- Relocation of water/sewer after hours. Removal of existing & drywall, and new drinking fountains during business hours.

TOTAL PROPOSAL: \$190,669.00



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.

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

Name of LANDLORD: NMSBPCSLDHB, a California Limited Partnership

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

John Geylan

2. Name of agent of LANDLORD:

| Company Name | Agent(s) |
|--------------|----------|
| N/A | |
| | |

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

| Company Name | Contact |
|--------------|---------|
| N/A | |
| | |

4. 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 | | |
| | | |

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

Yes No

6. 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 |
|--------------|--------------------|
| N/A | |
| | |

7. 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.

8. 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, LANDLORD certifies that the statements made herein are true and correct. LANDLORD 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.