

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



ORIGINAL

Contract Number

13-37 A3

SAP Number

Real Estate Services Department

| | |
|---|-------------------------------------|
| Department Contract Representative | <u>Terry W. Thompson, Director</u> |
| Telephone Number | <u>(909) 387-5000</u> |
| Contractor | <u>Foothill Cedar Holding, Inc.</u> |
| Contractor Representative | <u>Laura Mojarro</u> |
| Telephone Number | <u>949-545-2589</u> |
| Contract Term | <u>9/15/2013 - 5/31/2029</u> |
| Original Contract Amount | <u>\$ 2,262,512.00</u> |
| Amendment Amount | <u>\$ 1,522,560.76</u> |
| Total Contract Amount | <u>\$ 3,785,072.76</u> |
| Cost Center | <u>57003111</u> |
| GRC/PROJ/JOB No. | <u>57003111</u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as Tenant, and Foothill Cedar Holdings, Inc. ("LANDLORD"), as Landlord, entered into Lease Agreement, Contract No. 13-37 dated February 12, 2013, as amended by the First Amendment dated December 17, 2013 and the Second Amendment dated August 23, 2016 (collectively, the "Lease") wherein LANDLORD leases certain premises located at 1090 and 1096 East Broadway Street, Needles, CA 92363 ("Premises") as more specifically described in the Lease, to COUNTY for a term that expired on September 14, 2023 and has continued on a permitted month-to-month holdover, and,

WHEREAS, COUNTY and LANDLORD now desire to amend Lease to reflect an eight and one half (8.5) month holdover period from September 15, 2023 through May 31, 2024 with LANDLORD'S express consent, extend, following said holdover, the term of the Lease from June 1, 2024 through May 31, 2029, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Third Amendment"); and,

WHEREAS, COUNTY overpaid LANDLORD during the Holdover period in the amount of \$4,432.60, which will be credited towards the first month rental payment due to LANDLORD, with execution of this amendment ("Third Amendment"); and,

NOW, THEREFORE, in consideration of the mutual covenants and conditions, 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 September 15, 2023 through May 31, 2024 at a monthly rental amount of \$20,600.19 per month.

2. Effective June 1, 2024, pursuant to Paragraph 6, OPTION TO EXTEND TERM, DELETE in its entirety the existing Paragraph 3, TERM, and SUBSTITUTE therefore the following as a new Paragraph 3, TERM:

3. **TERM:** The term of the Lease between COUNTY and LANDLORD for the Premises is extended for five (5) years, commencing on June 1, 2024, and expiring on May 31, 2029 (the "First Extended Term"). One, five-year option to extend the term remains under Paragraph 6, OPTION TO EXTEND TERM.

3. Effective June 1, 2024, DELETE in its entirety the existing Paragraph 4, RENT, and SUBSTITUTE therefore the following as a new Paragraph 4, RENT:

4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears no later than the last day of each month, commencing when the First Extended Term commences and continuing for the duration of the First Extended Term, as more specifically set forth below:

| Lease Year | Total Monthly Rental Payments |
|-------------------------------|-------------------------------|
| *June 1, 2024 - June 30, 2024 | \$16,717.40 |
| July 1, 2024 - May 31, 2025 | \$21,150.00 |
| June 1, 2025 - May 31, 2026 | \$21,784.50 |
| June 1, 2026 - May 31, 2027 | \$22,438.04 |
| June 1, 2027 - May 31, 2028 | \$23,111.18 |
| June 1, 2028 - May 31, 2029 | \$23,804.51 |

* First month payment of the first year reduced by \$4,432.60 due to overpayment in Holdover period

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

4. Effective June 1, 2024, DELETE in its entirety the existing Paragraph 41, LANDLORD'S IMPROVEMENTS, and SUBSTITUTE therefore the following as a new Paragraph 41, LANDLORD'S IMPROVEMENTS:

41. **LANDLORD'S IMPROVEMENTS:**

A. Landlord at its sole cost, shall replace the carpet throughout the facility, meeting the same criteria as originally described in the initial Lease Agreement dated February 12, 2013, Exhibit "A", Premises Specifications.; and, repaint the interior of the facility, meeting the same criteria as originally described in the initial Lease Agreement dated February 12, 2013, Exhibit "A", Premises Specifications.

B. In the event LANDLORD contracts for the construction of the improvements or any portion thereof, and LANDLORD determines that such work is subject to California Public Contract Code Sections 22000 through 22045 regarding bidding procedures and Labor Code section 1720.2 and 1770 et seq. regarding general prevailing wages as set forth in Exhibit "F" then LANDLORD shall comply with

the applicable provisions of such code sections. LANDLORD shall indemnify, defend, and hold harmless COUNTY and its officers, employees, contractors, and agents from any claims, actions, losses, damages and/or liability arising out of LANDLORD's non-compliance with the obligations of the applicable provisions of the aforementioned code sections. LANDLORD's indemnity obligations shall survive COUNTY's tenancy and shall not be limited by the existence or availability of insurance.

C. LANDLORD shall deliver the Improvements completed in accordance with Exhibit "A", by no later than December 31, 2024. All work to be scheduled with the least impact to business operations and all work to be approved by COUNTY. In the event LANDLORD, after exercising all due diligence, is unable to meet the delivery date of December 31, 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 December 31, 2024 completion date), strikes, or labor troubles, then the Improvements completion date of December 31, 2024 shall be extended for a period equivalent to the period of such delay.

5. Effective May 21, 2024, DELETE the existing Paragraph 54, RESERVED and SUBSTITUTE therefore the following as a new Paragraph 54, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) and Exhibit "G" – Campaign Contribution Disclosure (SB 1439), which shall read as follows:

"55. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LANDLORD has disclosed to the County using "Exhibit G" – 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."

6. 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 Third Amendment, the terms and conditions of this Third Amendment shall control.

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

END OF THIRD AMENDMENT

SAN BERNARDINO COUNTY

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 21 2024

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

By Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



FOOTHILL CEDAR HOLDINGS, INC.

(Print or type name of corporation, company, contractor, etc.)

By ► Natasha Radwan
(Authorized signature - sign in blue ink)

Name Natasha Radwan
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: April 30, 2024

Address 25401 Cabot Rd, Suite 208
Laguna Hills, CA 92653

FOR COUNTY USE ONLY

Approved as to Legal Form
► John Tubbs II
John Tubbs II, Deputy County Counsel
Date 4-26-24

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► Lyle Ballard
Lyle Ballard, Real Property Manager, RESD
Date 5/3/24



EXHIBIT "G"

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.

1. Name of Landlord: **Foothill Cedar Holdings, 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: **Natasha Radwan**

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): **Natasha Radwan**

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) |
|-------------------------|----------------------|---|
| Atlas Properties | Dustin Widner | |
| | | |

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 \$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: _____

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 \$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

Natasha Radwan

 Print Name

April 30, 2024

 Date

Foothill Cedar Holdings, Inc.

 Print Entity Name, if applicable