

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



**ORIGINAL**

**Contract Number**

11-930 A4

**SAP Number**

**Real Estate Services Department**

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Foothill Blvd Property LLC
<b>Contractor Representative</b>	Todd Bomberg
<b>Telephone Number</b>	(310) 966-8861
<b>Contract Term</b>	1/15/2013 - 10/31/2029
<b>Original Contract Amount</b>	\$11,335,620.00
<b>Amendment Amount</b>	\$ 7,957,339.24
<b>Total Contract Amount</b>	\$19,292,959.24
<b>Cost Center</b>	
<b>GRC/PROJ/JOB No.</b>	57002958

**IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, the County of San Bernardino ("COUNTY"), as Tenant, and Foothill Blvd Property LLC ("LANDLORD"), as Landlord, entered into that certain Lease Agreement, Contract No. 11-930 dated December 13, 2011, as amended by the First Amendment dated February 14, 2012 and the Second Amendment dated July 10, 2012 and the Third Amendment dated November 5, 2013 (as amended, collectively, the "Lease") wherein LANDLORD leases certain premises located at 1175 W. Foothill Blvd, Rialto, CA 92376 ("Premises") as more specifically described in the Lease, to COUNTY for a term that expired on January 15, 2023 and has continued on a permitted month-to-month holdover, and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to reflect a one year and nine and a half month holdover period from January 15, 2023 through October 31, 2024 with LANDLORD'S express consent, exercise the first five-year option to extend, following said holdover, extending the term of the Lease from November 1, 2024 through October 31, 2029, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Fourth 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 January 15, 2023 through October 31, 2024 (the "Holdover Period") at a monthly rental amount of \$107,452 per month. The total amount of rental payments during the Holdover Period is equal to \$2,310,210.05.

2. Effective November 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, from November 1, 2024, through October 31, 2029 (the "First Extended Term"). One, five-year option to extend the term remains under **Paragraph 6, OPTION TO EXTEND TERM**.

3. Effective November 1, 2024, DELETE in its entirety the existing **Paragraph 4, subparagraph A, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, subparagraph A, 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
January 15, 2023 - October 31, 2024	*\$2,310,210.05
November 1, 2024 – October 31, 2025	\$88,638.55
November 1, 2025 – October 31, 2026	\$91,297.71
November 1, 2026 – October 31, 2027	\$94,036.64
November 1, 2027 – October 31, 2028	\$96,857.74
November 1, 2028 – October 31, 2029	\$99,763.47

\*Represents the entire amount of Rent for the Holdover Period.

4. Effective November 1, 2024, DELETE the existing **Paragraphs 54, USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS**, and **55, SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS**, and SUBSTITUTE therefore the following as a new **Paragraph 54, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439), Exhibit "H" – Campaign Contribution Disclosure (SB 1439)** attached and incorporated herein, and **Paragraph 55, RESERVED**, which shall read as follows:

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

“55. **RESERVED.**”

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 Fourth Amendment, the terms and conditions of this Fourth Amendment shall control.

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

**END OF FOURTH AMENDMENT.**

SAN BERNARDINO COUNTY

*Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: OCT 22 2024

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 *[Signature]*  
Deputy

FOOTHILL BLVD PROPERTY LLC

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

DocuSigned by:  
By *Craig Cooper*  
(Authorized signature - sign in blue ink)

Name Craig B. Cooper  
(Print or type name of person signing contract)

Title Executive Vice President  
(Print or Type)

Dated: 11444 W. Olympic Blvd, 10<sup>th</sup> Floor

Address Los Angeles, CA 90064

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
By *John Tubbs II*  
John Tubbs II, Deputy County Counsel  
Date 10-8-24

Reviewed for Contract Compliance  
By \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
By *[Signature]*  
Lyle Ballard, Real Property Manager, RESD  
Date 10/8/24

## EXHIBIT "H"



### 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 Blvd Property LLC, a Delaware limited liability company

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: N/A

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
RFI Properties LLC	Owner

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Wonderful Real Estate Management LLC	Property Manager	Retained > 12 months

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.

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Craig B. Cooper, Executive Vice President  
 Print Name

Foothill Blvd Property LLC  
 Print Entity Name, if applicable