



**Contract Number**

19-273 A2

**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>	Mowbray Waterman Property, LLC
<b>Contractor Representative</b>	Robin Mowbray
<b>Telephone Number</b>	(909) 569-8654
<b>Contract Term</b>	6/1/2019 – 9/30/2030
<b>Original Contract Amount</b>	\$1,324,140.00
<b>Amendment Amount</b>	\$3,642,696.00
<b>Total Contract Amount</b>	\$4,966,836.00
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	5700 3968
<b>Grant Number (if applicable)</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and The Original Mowbray's Tree Service, Inc. ("PRIOR LANDLORD"), as landlord, entered into Lease Agreement Contract No. 19-273 dated April 30, 2019, and as amended by the First Amendment dated October 27, 2020 (collectively, the "Lease"), wherein PRIOR LANDLORD leases approximately 19,844 square feet located at 686 East Mill Street, San Bernardino, CA, as more specifically described in the Lease, to the COUNTY for a term that expired on May 31, 2022, and has since continued on a permitted month-to-month holdover; and;

WHEREAS, Mowbray Waterman Property, LLC, represents and warrants to the COUNTY that they acquired all of the Prior Landlord's right, title and interests to the real property on which the Premises under the Lease is situated and an assignment of the Lease for the Premises, and as such, Mowbray Waterman Property, LLC, is the successor landlord under the Lease and shall herein after be referred to as "LANDLORD", and

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of five (5) years from October 1, 2025, through September 30, 2030, update the rental rate schedule, update the termination language; and amend certain other terms of the Lease as set forth in this amendment (the "Second 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. Pursuant to Lease **Paragraph 9, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of June 1, 2022, through September 30, 2025, in the total amount of \$1,404,960 calculated as \$35,124 per month.

2. Effective on the date this Second Amendment is fully executed, DELETE in its entirety the existing **Paragraph A, LANDLORD** in **SECTION I – BASIC LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph A, LANDLORD** in **SECTION I – BASIC LEASE PROVISIONS** which shall read as follows:

A. LANDLORD Mowbray Waterman Property, LLC

3. Effective October 1, 2025, DELETE in its entirety the existing **Paragraph H, INITIAL LEASE TERM** in **SECTION I - BASIC LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph H, LEASE TERM** in **SECTION I - BASIC LEASE PROVISIONS** which shall read as follows:

H. **LEASE TERM:** The term of the Lease is extended for five (5) years for the period of October 1, 2025, through September 30, 2030. ("First Extended Term").

3. Effective October 1, 2025, DELETE 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** which shall read as follows:

K. **MONTHLY RENT FOR THE PREMISES:** COUNTY shall pay to Landlord the following monthly rental payments in arrears on the last day of each month, commencing when the Second Extended Term commences, the amounts as specifically set forth below:

Lease Year	Monthly Rent
October 1, 2025 – September 30, 2026	\$35,124.00
October 1, 2026 – September 30, 2027	\$36,178.00
October 1, 2027 – September 30, 2028	\$37,263.00
October 1, 2028 – September 30, 2029	\$38,381.00
October 1, 2029 – September 30, 2030	\$39,532.00

4. Effective on the date this Second Amendment is fully executed, DELETE in its entirety the existing **Paragraph O, LANDLORD'S NOTICE ADDRESS** in **SECTION I – BASIC LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph O, LANDLORD'S NOTICE ADDRESS** in **SECTION I – BASIC LEASE PROVISIONS**

O. LANDLORD'S NOTICE ADDRESS Mowbray Waterman Property, LLC  
Robin Mowbray  
686 East Mill Street, Second Floor  
San Bernardino, CA 92408

5. Effective on the date this Second Amendment is fully executed, CHANGE that portion of **PARAGRAPH 1, PARTIES** in **SECTION II – LEASE PROVISIONS**, which now reads "The parties to the Lease are LANDLORD, The Original Mowbray's Tree Service, Inc..." to read "The parties to the Lease are LANDLORD, Mowbray Waterman Property, LLC..."

6. Effective October 1, 2025, DELETE in its entirety the existing **Paragraph 8, RESERVED** in **SECTION II – LEASE PROVISIONS**, and SUBSTITUTE therefore the following as a new **Paragraph 8, COUNTY'S RIGHT TO TERMINATE** in **SECTION II – LEASE PROVISIONS**, which shall read as follows:

8. **COUNTY'S RIGHT TO TERMINATE:** COUNTY shall have the right to terminate the Lease, whenever COUNTY, in its sole discretion, determines that it is in COUNTY's best interest

to do so, by providing not less than ninety (90) days' prior written notice to LANDLORD. COUNTY's RESD Director shall have the authority on behalf of COUNTY to provide LANDLORD with notice of any termination pursuant to this paragraph. In the event COUNTY terminates the Lease as to the Premises or any portion thereof pursuant to this paragraph, LANDLORD shall only have the right to receive from COUNTY the Monthly Rent or other sums due which will have been earned under the Lease for the Premises or portion thereof through the effective termination date and for no other amounts.

7. Effective September 9, 2025, ADD **Paragraph 57, Levine Act Campaign Contribution Disclosure** in **SECTION II – LEASE PROVISIONS** and **Exhibit "I" – Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 57, Levine Act Campaign Contribution Disclosure** shall read as follows:

**57. 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.

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

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

9. 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 Second Amendment, the terms of this Second Amendment shall control.

**END OF SECOND AMENDMENT.**

SAN BERNARDINO COUNTY

MOWBRAY WATERMAN PROPERTY, LLC

►

\_\_\_\_\_  
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 Robin Mowbray

Title: Corporate Secretary

Dated: \_\_\_\_\_

**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

►

John Gomez, Real Property Manager, RESD

Date \_\_\_\_\_



# **ATTACHMENT 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 Landlord: Mowbray Waterman Property, LLC
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: Robin Mowbray
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):  
Robin Mowbray
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

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):

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

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 Contractor 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, Landlord certifies that the statements made herein are true and correct. Landlord 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. Landlord 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.