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ORIGINAL

Contract Number

16-509 A2

SAP Number

Real Estate Services Department

Department Contract Representative Terry W. Thompson, Director
Telephone Number (909) 387-5000

Contractor Wohl/Westport LLC
Contractor Representative Peter Desforges
Telephone Number (949)706-5600
Contract Term June 28, 2016 – August 31, 2028
Original Contract Amount \$581,364
Amendment Amount \$900,180.30
Total Contract Amount \$1,481,544.30
Cost Center
GRC/PROJ/JOB No. 60003616

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Wohl/Westport LLC, ("LESSOR"), as lessor, have previously entered into Lease Agreement, Contract No. 16-509, dated June 28, 2016, amended by the First Amendment dated March 24, 2020, (collectively, the "Lease"), wherein LESSOR leases certain premises to the COUNTY, as more specifically set forth in the Lease, which Lease expired on June 30, 2023; and

WHEREAS, COUNTY and LESSOR now desire to amend the Lease to extend the term of the Lease for the period of September 1, 2023 through August 31, 2028, following a permitted two-month holdover for the period of July 1, 2023 through August 31, 2023, adjust the fee schedule, add two five-year options to extend the term of the Lease and amend certain other terms of the Lease as more specifically set forth in this amendment ("Second Amendment").

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

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LESSOR's express consent granted herein, occupy the Premises on a month-to-month holdover term for two-months for the period of July

1, 2023 through August 31, 2023 for the amount of \$15,665.40.

2. Effective August 1, 2023, DELETE in its entirety the existing **Paragraph 3., TERM** and SUBSTITUTE therefore a new **Paragraph 3., TERM**, which shall read as follows:

“3. **TERM:**

A. **Initial Term.** The Lease’s initial term (“Initial Term”) shall commence on July 1, 2016 (“Commencement Date”) and end on June 30, 2023 (“Ending Date”).

B. **Extended Term.** The Lease shall be extended for the period of September 1, 2023 through August 31, 2028 (“First Extended Term”).”

3. Effective August 1, 2023, 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 LESSOR the following monthly rental payments in arrears on the last day of each month, commencing when the First Extended Term commences, continuing during the term:

September 1, 2023 thru November 30, 2023	Monthly payments of \$7,832.70
December 1, 2023 thru February 28, 2024	Monthly payments of \$10,153.50
March 1, 2024 thru May 31, 2024	Monthly payments of \$12,087.50
June 1, 2024 thru August 31, 2024	Monthly payments of \$14,505.00
September 1, 2024 thru August 31, 2025	Monthly payments of \$14,988.50
September 1, 2025 thru August 31, 2026	Monthly payments of \$15,375.30
September 1, 2026 thru August 31, 2027	Monthly payments of \$15,858.80
September 1, 2027 thru August 31, 2028	Monthly payments of \$16,342.30

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

C. LESSOR agrees and has registered through the San Bernardino County’s Electronic Procurement Network (ePro) system at <https://epro.sbcounty.gov/epro/>.”

4. Effective August 1, 2023, DELETE in its entirety the existing **Paragraph 6, OPTION TO EXTEND THE TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND THE TERM**:

“6. **OPTION TO EXTEND TERM:** LESSOR gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for two (2) five-year periods (“extended terms”) following expiration of the First Extended Term, by COUNTY giving notice of its intention to exercise the option to LESSOR prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 8, HOLDING OVER**. The rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in Loma Linda, CA.”

5. Effective August 1, 2023, ADD new **Paragraph 55., and Exhibit "G" – Campaign Contribution Disclosure** referred to herein is incorporated into the Lease Agreement, Contract No. 16-510. New **Paragraph 55**, to 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 Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor 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 Contract.

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. 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 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 Second Amendment upon request.

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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.

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

1. Name of Lessor: Wohl Westport LLC, a CA Limited Liability Company _____

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

Peter Desforges, Manager

3. Name of agent of Lessor:

Company Name	Agent(s)
N/A	

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

Company Name	Contact
N/A	

5. 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		

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

Yes

No

7. 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
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N/A	

8. 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.

9. 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 Amendment, Lessor certifies that the statements made herein are true and correct. Lessor 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 Amendment is being considered and for 12 months after a final decision by the County.