



Contract Number

95-130 A7

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	David Webb, an unmarried man
Contractor Representative	David Webb
Telephone Number	(760) 401-2034
Contract Term	5/1/1995 – 9/30/2029
Original Contract Amount	\$4,605,600.00
Amendment Amount	\$2,503,403
Total Contract Amount	\$7,109,003
Cost Center	7810001000
GRC/PROJ/JOB No.	57000376
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, David Webb, an unmarried man ("Landlord"), as landlord, and San Bernardino County ("COUNTY"), as tenant, entered into Lease Agreement, Contract No. 95-130 dated February 14, 1995, as amended by the First Amendment dated August 13, 2002, the Second Amendment dated April 13, 2004, the Third Amendment dated October 31, 2006, the Fourth Amendment dated June 5, 2012, the Fifth Amendment dated December 2, 2014, and the Sixth Amendment dated March 14, 2023 (collectively, the "Lease"), wherein the Landlord leases certain premises, comprising approximately 10,088 square feet of office space located at 56311 Pima Trail in Yucca Valley, CA, as more specifically described in the Lease, to COUNTY for a term that expired on April 30, 2020 but has continued on a permitted month-to-month holdover, and;

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of four (4) years from October 1, 2025 through September 30, 2029, through the County's exercise of one of the two existing four (4) year extension options; and amend certain other terms of the Lease as set forth in this amendment (the "**Seventh 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 8, HOLDOVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of May 1, 2020 through September 30, 2025, in the total amount of \$1,363,895.00, calculated as \$20,983.00 per month.

2. Effective October 1, 2025, pursuant to the COUNTY's exercise of one of the two existing four-year extension options in **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** which shall read as follows:

3. **TERM:** The term of the Lease is extended for four (4) years for the period of October 1, 2025, through September 30, 2029 (the "**Fifth Extended Term**").

3. Effective October 1, 2025, DELETE the existing **Paragraph 4.A, RENT** and SUBSTITUTE therefore the following as a new **Paragraph 4.A, RENT** which shall read as follows:

A. COUNTY shall pay to Landlord the following monthly rental payments in arrears on the last day of each month, commencing when the term commences, continuing during the term:

Lease Year	Monthly Rent
October 1, 2025 – September 30, 2026	\$22,698.00
October 1, 2026 – September 30, 2027	\$23,379.00
October 1, 2027 – September 30, 2028	\$24,080.00
October 1, 2028 – September 30, 2029	\$24,802.00

4. Effective September 23, 2025, ADD **Paragraph 53, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "E" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new Paragraph 53 shall read as follows:

53. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE: LANDLORD has disclosed to the COUNTY using Exhibit "E" – 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.

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

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 Seventh Amendment, the terms of this Seventh Amendment shall control.

END OF SEVENTH AMENDMENT.

SAN BERNARDINO COUNTY

DAVID WEBB, an unmarried man

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name David Webb

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

Dated _____

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

John Tubbs II, Deputy County Counsel

►

Date _____

►

John Gomez, Real Property Manager, RESD

Date _____

Date _____

Date _____



ATTACHMENT E

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: David Webb
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: 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
<u>N/A</u>	

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<u>N/A</u>		

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):
<u>N/A</u>		

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
<u>N/A</u>	

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 Landlord 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: N/A

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.