



Contract Number

15-77 A1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	GM Gabrych Family Limited Partnership
Contractor Representative	Gene Gabrych
Telephone Number	(951) 533-2738
Contract Term	2/10/2015 – 5/31/2031
Original Contract Amount	\$178,834
Amendment Amount	\$142,638
Total Contract Amount	\$321,472
Cost Center	1200304020
GRC/PROJ/JOB No.	54003241
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (“COUNTY”), and GM Gabrych Family Limited Partnership (“LANDLORD”), entered into that certain Lease Agreement, Contract No. 15-77 commencing on February 10, 2015, wherein COUNTY Leases certain Premises, as more specifically described in the Lease, located at Rodman Mountain (Assessor Parcel No. 0527-031-31) in Lucerne Valley; and

WHEREAS, the COUNTY and LANDLORD desire to amend the Lease Agreement to (i) authorize a month-to-month holdover period from February 10, 2025 through May 31, 2026, with LANDLORD’s express consent, and (ii) extend the term of the Lease Agreement by exercising the first of two (2) five-year options, for the period of June 1, 2026 through May 31, 2031.

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

- Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD’s express consent granted herein, use the Premises on a month-to-month holdover term from February 10, 2025 through May 31, 2026 for a total fee of \$27,954.
- Effective June 1, 2026, All references to “County of San Bernardino” in the Agreement are amended to read “San Bernardino County”.

3. Effective June 1, 2026, DELETE in its entirety the existing **Paragraph 3, TERM**, and substitute therefore the following as a new **Paragraph 3, TERM**:

4. **TERM:** The Lease term is hereby extended for five (5) years, from June 1, 2026 through May 31, 2031 ("First Extended Term").

4. Effective June 1, 2026, 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 in arrears on the last day of each month, commencing upon full execution of this Lease by both parties. The monthly rental amount shall be subject to annual increases of three percent (3%), rounded to the nearest whole dollar, on each anniversary date. The rental schedule is as follows:

June 1, 2026 through May 31, 2027 monthly fee \$1,800 or \$21,600 per year

June 1, 2027 through May 31, 2028 monthly fee \$1,854 or \$22,248 per year

June 1, 2028 through May 31, 2029 monthly fee \$1,910 or \$22,920 per year

June 1, 2029 through May 31, 2030 monthly fee \$1,967 or \$23,604 per year

June 1, 2030 through May 31, 2031 monthly fee \$2,026 or \$24,312 per year

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.

C. COUNTY shall pay LANDLORD as additional rent, fifty percent (50% of gross receipts generated by each public safety-related non-County of San Bernardino governmental agency sublease subsequent to this Lease on any part of the Premises.

5. Effective June 1, 2026, DELETE in its entirety the existing **Paragraph 45, PUBLIC RECORDS DISCLOSURE**, and substitute therefore the following as a new **Paragraph 45, PUBLIC RECORDS DISCLOSURE**:

45. **PUBLIC RECORDS DISCLOSURE:** All information received by the COUNTY from the LANDLORD or any source concerning this Lease, including the Lease itself, ay be treated by COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 7920 *et seq.* (the "Public Records Act"). LANDLORD understands that although all materials received by the COUNTY in connection with this Lease are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which LANDLORD has reasonably requested COUNTY to hold in confidence is made to COUNTY, COUNTY shall notify LANDLORD of the request and shall thereafter disclose the requested information unless the LANDLORD, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold COUNTY harmless in any/all actions brought to require disclosure. LANDLORD waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify LANDLORD of any such disclosure request and/or releases any information concerning this Lease received from LANDLORD or any other source.

6. Effective June 1, 2026, DELETE in its entirety the existing **Paragraph 6, OPTION TO EXTEND TERM**, and substitute therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM**:

6. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for one (1) five-year period (“Extended Term”) following expiration of the Initial Term and the First Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 8, HOLDING OVER**. The rent for the Extended Term shall be adjusted by good faith negotiation of the parties at the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

7. Effective as of the date this Amendment is fully executed by the Parties, ADD in its entirety **Paragraph 15, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT “C”, Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 15** shall read as follows:

15. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the County using “Exhibit C” – 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 First 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 First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First 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 First Amendment upon request.

9. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between the Lease and this First Amendment, the provisions and terms of this First Amendment shall control.

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END OF FIRST AMENDMENT

SAN BERNARDINO COUNTY

LANDLORD: GM GABRYCH LIMITED
PARTNERSHIP by Bodega Cop., a Nevada
Corporation dba Trona Resource and Holdings, its
general partner
(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

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

Name Marian Gabrych
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title President
(Print or Type)

By _____
Deputy

Dated: _____

Address 2006 Old Highway 395
Fallbrook, CA 92028

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 _____

EXHIBIT "C"



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-subsidiary 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: Gm Gabrych Limited Partnership
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: Marlen Gabrych
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):

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>Bodega Corp</u>	<u>General Partner</u>

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 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: _____

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.