

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



Contract Number
03-390 A-8

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5252</u>
Contractor	<u>Operating Engineers Funds, Inc.</u>
Contractor Representative	<u>Larry Hopkins, Administrator</u>
Telephone Number	<u>(562) 254-6898</u>
Contract Term	<u>5/1/2003 – 4/30/2031</u>
Original Contract Amount	<u>\$0 (in-kind services)</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>\$0</u>
Cost Center	<u>4430001000</u>
GRC/PROJ/JOB No.	<u>33002821</u>
Internal Order No.	<u></u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County as landlord ("COUNTY") and the Operating Engineers Funds, Inc. as tenant ("TENANT") have entered into a Lease Agreement, Contract No. 03-390 dated May 13, 2003, as amended by a First Amendment dated September 14, 2004, as amended by a Second Amendment dated February 15, 2005, as amended by a Third Amendment dated May 15, 2007, as amended by a Fourth Amendment dated August 10, 2010, as amended by a Fifth Amendment dated February 10, 2015, as amended by a Sixth Amendment dated November 6, 2018, and as amended by a Seventh Amendment dated November 5, 2019 (collectively "the Lease") wherein the COUNTY agreed to lease premises, as more specifically set forth in the Lease, to the TENANT with TENANT's continued services to COUNTY projects, as more specifically set forth in the Lease, in lieu of rent, which Lease expired on November 30, 2024; and has continued on a permitted month to month holdover; and,

WHEREAS, the COUNTY and the TENANT now desire to extend the term of the Lease for a period of five (5) years, commencing May 1, 2026 and expiring on April 30, 2031, following a permitted 17 month holdover period for the leased premises, and amend certain other provisions of the Lease, as more specifically set forth in this amendment ("Eighth Amendment"); and;

WHEREAS, TENANT has completed Projects serving a public purpose to provide in-kind services in lieu of rent identified as site preparation, grading and paving of the Scenario Village, site preparation for the Lead Trap Project, site preparation of the Public Safety Training Center, preparation and maintenance of retention

ponds, and grading for the academy student parking lot with ongoing drainage repairs and clean-up at the Emergency Vehicle Operations Center (EVOC).

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

1. Pursuant to Lease Paragraph 41 HOLDING OVER, TENANT shall, with COUNTY'S express consent granted herein, use the Premises on a month-to-month holdover term for the period of December 1, 2024, through April 30, 2026, in exchange for in-kind services.

2. Effective May 1, 2026, DELETE in its entirety Paragraph 3., TERM, and SUBSTITUTE therefore a new Paragraph 3., TERM, which shall read as follows:

“3. **TERM:** The term of the Lease shall be extended for a period of five (5) years, commencing on May 1, 2026, and expiring on April 30, 2031 (“Seventh Extended Term”).”

3. Effective May 1, 2026, DELETE in its entirety Paragraph 4.B., RENT, and SUBSTITUTE therefore a new Paragraph 4.B, RENT, which shall read as follows:

“4. **RENT:**

B. Projects to be continued during the Seventh Extended Term:

1. Grade and maintain service pads for EVOC area Pole track lighting
2. Continue grading for curb and gutter and pads on Scenario Village project
3. Maintain unpaved roads around North Academy area, County Fire and EVOC areas
4. Maintain existing fire breaks and training trails and grade new fire breaks as needed
5. Maintain water retention ponds
6. Maintain and grade Bomb and Arson Pit
7. Crush and make base and sand for road maintenance and other projects
8. Maintain dirt weapons ranges for drainage and operation
9. Maintain Storage pads for containers and equipment storage at EVOC
10. Dig trenches for trench and confined space training classes
11. Maintain dust control on back service road and for Fire Training areas
12. Remove as necessary concrete and asphalt for maintenance of sidewalks, parking and training areas
13. Provide crane services to remove and replace HVAC and other equipment as needed from roof areas and to set containers, equipment and materials
14. Maintain unpaved areas for parking and seating at Rodeo Events. Move containers and bleachers in preparation for events
15. Design and construct the 2025 – 2030 Mud Run events as needed
16. Provide emergency broken water line excavations and repairs as needed
17. Relocate K-rails for proper road traffic control as needed
18. Grade and backfill protection berm for PPC range area and relocate tree
19. Supply and place rock around the facility for erosion control and enhancement
20. Unload and load equipment and material orders consisting of brass, ammo, lumber, concrete, rubbish and other supplies.
21. Process old concrete and rocks to provide base materials as needed for projects and erosion control
22. Dig, relocate, and set power and utility poles as needed
23. Grade and set storage containers on long range for target storage as needed
24. Grade for the EVOC 4x4 off road training course
25. Maintain motor training area from inside outer track area at EVOC
26. Maintain parking area at classroom H and RAC-House area

27. Maintain storm drain in front of aviation range entrance
28. Provide trailers and platforms for offsite events as needed
29. Maintain road access to fuel tanks at EVOG for vehicle refueling
30. Provide emergency weather related work
31. Assist Special Districts with crane and drainage work as needed
32. Provide instructors and equipment for American Cancer Society's Annual Construction vs Cancer Big Dig Inland Empire event
33. Dig trenching for electrical lines at EVOG as needed
34. Rebuild sediment pond spillways as needed
35. Base streets at Scenario Village
36. Maintain area for Tactical Agility Course behind live fire house
37. Build and crane into position for installation Academy Archway Entrance Project pending CIP
38. Maintain protection berm for PPC range.
39. Maintain access and the entrance tunnel to EVOG motor training area from inside outer track area.
40. Maintain access road for Special Districts to Water Tank above explosive material storage area.

4. Effective May 1, 2026, DELETE in its entirety Paragraph 5., OPTION TO EXTEND TERM, and SUBSTITUTE therefore a new Paragraph 5., OPTION TO EXTEND TERM, which shall read as follows:

5. **OPTION TO EXTEND TERM:** COUNTY gives TENANT the option to extend the term of the Lease on the same provisions and conditions, for Two (2) Five (5) year periods ("extended terms") following expiration of the initial term (Seventh Extended Term), provided that at the time of exercise of the applicable option, TENANT is not in default with respect to any of the terms, covenants or conditions to be observed or performed by TENANT hereunder, by TENANT giving written notice of exercise of the option to COUNTY at least one (1) year, but not more than eighteen (18) months, prior to the expiration of the preceding term. Said options shall be deemed to be independent and consecutive, with TENANT's right to exercise the second of said options terminating upon TENANT's failure to exercise the first option.

5. Effective as of the date this Amendment is fully executed by the Parties, ADD in its entirety **Paragraph 46, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "C", Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 46** shall read as follows:

46. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** TENANT 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 TENANT's proposal to the County, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. TENANT acknowledges that under Government Code section 84308, TENANT 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 TENANT 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 TENANT or by a parent, subsidiary, or otherwise related business entity of TENANT.

6. This Eighth Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be original, and such counterparts shall together constitute one and the same Eighth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Eighth 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 Eighth Amendment upon request.

7. 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 Eighth Amendment, the provisions and terms of this Eighth Amendment shall control.

SAN BERNARDINO COUNTY

TENANT: OPERATING ENGINEERS FUNDS, INC.

► _____
Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

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

Name Larry Hopkins
(Print or type name of person signing contract)

Title Administrator
(Print or Type)

Dated: _____

Address 2190 S. Pellissier Place
Whittier, CA 90601

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p>► _____ John Tubbs III, Deputy County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>► _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>► _____ John Gomez, Real Property Manager, RESD</p> <p>Date _____</p>
---	--	---

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-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.

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

1. Name of TENANT: OPERATING ENGINEERS FUNDS, INC.

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: _____

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>N/A</u>	

6. Name of agent(s) of TENANT:

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?

