



ORIGINAL

Contract Number

05-206 A-4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
 Contractor	 Brett A. Tiano and Kiki M. Tiano, as Trustees of the Brett and Kiki Tiano Living Trust of 1991 dated August 22, 1991 as amended and restated on February 4, 2004, Trust "1"
Contractor Representative	Brett A. Tiano, Trustee
Telephone Number	760-634-0555
Contract Term	4/01/05 – 6/30/30
Original Contract Amount	\$436,860.00
Amendment Amount	\$176,227.38
Total Contract Amount	\$613,087.38
Cost Center	7810001000
GRC/PROJ/JOB No.	6000-2098
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Brett A. Tiano and Kiki M. Tiano, as Trustees of the Brett and Kiki Tiano Living Trust of 1991 dated August 22, 1991 as amended and restated on February 4, 2004, Trust "1" ("LANDLORD"), as landlord, have entered into Lease Agreement Contract No. 05-206 dated March 29, 2005, as amended by the First Amendment dated March 23, 2010, the Second Amendment dated March 3, 2015, the Third Amendment dated March 10, 2020, collectively, the "Lease", wherein LANDLORD leases certain premises located at real property in Joshua Tree, CA, as more specifically described in the Lease for a term that expired March 31, 2025; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease for the period of July 1, 2025, through June 30, 2030, adjust the rental rate schedule, add one (1) five-year option to extend, and amend other terms of the Lease as more specifically set forth in the amendment ("Fourth 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, 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 April 1, 2025, through June 30, 2025, in the total amount of \$7,255.38.

2. Effective July 1, 2025, 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 five (5) years for the period of July 1, 2025, through June 30, 2030 (the "**Fourth Extended Term**").

3. Effective July 1, 2025, DELETE in its entirety, **Subparagraph 4.a, RENT**, and SUBSTITUTE therefore the following as a new **Subparagraph 4.a, RENT**, which shall read as follows:

4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month during the Fourth Extended Term, subject to annual increases as set forth below:

Lease Year	Monthly Rent
July 1, 2025 through June 30, 2026	\$2,600.00
July 1, 2026 through June 30, 2027	\$2,704.00
July 1, 2027 through June 30, 2028	\$2,812.00
July 1, 2028 through June 30, 2029	\$2,924.00
July 1, 2029 through June 30, 2030	\$3,041.00

4. Effective July 1, 2025, 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**, which shall read as follows:

6. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY one (1) five-year option to extend the term of the Lease on the same provisions and conditions as existed as the expiration of the then current term, except for the monthly rent following expiration of Fourth Extended Term, by COUNTY giving notice to exercise the option to LANDLORD on or prior to the expiration of the then current term or at any time 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 to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

5. Effective July 1, 2025, DELETE in its entirety the existing **Paragraph 13, MAINTENANCE, subparagraph c.** and SUBSTITUTE therefore the following as a new **Paragraph 13, MAINTENANCE, subparagraph c.**, which shall read as follows:

13. **MAINTENANCE:**

c. COUNTY, at its cost, shall provide janitorial services, drain clearing, change interior light bulbs and keep the interior of the Premises in a clean and orderly condition, reasonable wear and tear excluded.

6. Effective June 18, 2025, DELETE in its entirety existing **Paragraph 55, RESERVED**, and SUBSTITUTE therefore the following as a new **Paragraph 55, LEVINE ACT CAMPAIGN CONTRIBUTION**

DISCLOSURE and Exhibit "G" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE incorporated and attached herein, which new Paragraph 55 shall read as follows:

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

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

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8. 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 Fourth Amendment, the terms of this Fourth Amendment shall control.

END OF FOURTH AMENDMENT.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: June 18, 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *Lynne Monell*
Lynne Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



BRETT A. TIANO AND KIKI M. TIANO,
AS TRUSTEES OF THE BRETT AND
KIKI TIANO LIVING TRUST OF 1991
DATED AUGUST 22, 1991 AS AMENDED
AND RESTATED ON FEBRUARY 4,
2004, TRUST "1"

By ► *Brett A. Tiano*
(Authorized signature - sign in blue ink)

Name Brett A. Tiano

Title Trustee

Dated: 6/4/2025

Address P.O. Box 196
Cardiff, CA 92802

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► <u><i>John Tubbs II</i></u>	► _____	► <u><i>Terry W. Thompson</i></u>
John Tubbs II, Deputy County Counsel		Terry W. Thompson, Director, RESD
Date <u>6-25</u>	Date _____	Date <u>6/8/25</u>

8. 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 Fourth Amendment, the terms of this Fourth Amendment shall control.

END OF FOURTH AMENDMENT.

SAN BERNARDINO COUNTY

BRETT A. TIANO AND KIKI M. TIANO,
AS TRUSTEES OF THE BRETT AND
KIKI TIANO LIVING TRUST OF 1991
DATED AUGUST 22, 1991 AS AMENDED
AND RESTATED ON FEBRUARY 4,
2004, TRUST "1"

►

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 Brett A. Tiano

Title Trustee

Dated: _____

Address P.O. Box 196
Cardiff, CA 92802

FOR COUNTY USE ONLY

Approved as to Legal Form
► John Tubbs II
John Tubbs II, Deputy County Counsel

Date 6-2-25

Reviewed for Contract Compliance
► _____

Date _____

Reviewed/Approved by Department
► _____
Terry W. Thompson, Director, RESD

Date _____



EXHIBIT "G"

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 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:
BRETT & KUKI TIAND LULU TRUST DATED 8/22/1991; AMENDED & RESTATED 2/4/2004, BRETT TIAND, TRUSTEE

2. Is the entity listed in Question No. 1 a non-profit 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:
BRETT A. TIAND, TRUSTEE

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

6. Name of agent(s) of Landlord:

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

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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10. Yes ☐ If yes, please continue to complete this form.

10. 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 below, Landlord certifies that the statements made herein are true and correct. Landlord understands that the individuals and entities 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 while this matter is pending and for 12 months after a final decision is made by the County.


Signature

06/03/2025
Date

BART A. TIXHO
Print Name

Print Entity Name, if applicable