



Contract Number
06-1152 A-6

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>IV3 662-696 5 Tippecanoe Ave LLC</u>
Contractor Representative	<u>JLL Property Management Marlyn Ryan</u>
Telephone Number	<u>(909) 467-6858</u>
Contract Term	<u>6/1/2007 – 12/31/2027</u>
Original Contract Amount	<u>\$7,104,552</u>
Amendment Amount	<u>\$1,574,640</u>
Total Contract Amount	<u>\$8,679,192</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>59001800</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and IV3 662-696 S Tippecanoe Ave LLC ("LANDLORD"), as landlord, have entered into a Lease Agreement, Contract No. 06-1152 dated October 1, 2007 and amended by the First Amendment dated August 21, 2007, the Second Amendment dated October 7, 2008, the Third Amendment dated July 24, 2018, and the Fourth Amendment dated December 14, 2021, a Fifth Amendment dated August 9, 2022, collectively (the "Lease"), wherein LANDLORD leases certain premises, comprising a total of approximately 18,000 square feet to COUNTY, located at 662 South Tippecanoe Avenue in San Bernardino, CA, and,

WHEREAS, COUNTY and LANDLORD desire now to amend the Lease and exercise the COUNTY's final three-year option to extend the term for three (3) years for the period of January 1, 2025 through December 31, 2027, adjust the rent schedule, and to amend certain other provisions of the Lease as more specifically set forth in this amendment (the "Sixth Amendment"); and,

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

1. Effective January 1, 2025, pursuant to COUNTY's exercise of its option under **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 shall be extended for three (3) years for the period of January 1, 2025, through December 31, 2027 (the "Third Extended Term")."

2. Effective January 1, 2025, DELETE in its entirety the existing **Paragraph 4. a., RENT**, and SUBSTITUTE therefore a new **Paragraph 4. a., RENT** which shall read as follows:

"4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in advance on or before the tenth (10th) day of each month during the Sixth Extended Term, subject to annual increases as set forth below:

January 1, 2025 through December 31, 2025 – monthly payments of \$42,480.00

January 1, 2026 through December 31, 2026 – monthly payments of \$43,740.00

January 1, 2027 through December 31, 2027 – monthly payments of \$45,000.00

The parties hereby acknowledge and affirm that, throughout the term of this Lease, rent has been and shall continue to be calculated on the approximately 18,000 square feet of office space.

3. Effective January 1, 2025, DELETE in its entirety the existing **Paragraph 6., OPTION TO EXTEND TERM**.

4. ADD a new **Paragraph 55., CAMPAIGN CONTRIBUTION DISCLOSURE (SB 143)**, and **Exhibit "G", Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which said Paragraph 54 shall 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 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 \$250 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 \$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."

5. 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 Sixth Amendment, the terms and conditions of this Sixth Amendment shall control.

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

END OF SIXTH AMENDMENT.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

SAN BERNARDINO COUNTY

IV3 662-696 S Tippecanoe Ave, LLC

(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 Joonas Partanen

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Senior Vice President
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

John Tubbs II, Deputy County Counsel

►

►

Lyle Ballard, Real Property Manager, RESD

Date _____

Date _____

Date _____



Attachment "G" Campaign Contribution Disclosure (Senate Bill 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:
IV3 662-696 S Tippecanoe Ave LLC

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:

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
IV3 662-696 S TIPPECANOE AVE HOLDINGS LLC	Parent

6. Name of agent(s) of Lessor:

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

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):
N/A		

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
N/A	

9. 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 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, Lessor certifies that the statements made herein are true and correct. Lessor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 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

December 6, 2024

Date

Joonas Partanen, Senior Vice
President, on behalf of IV3 662-696 S
TIPPECANOE AVE LLC