



**Contract Number**

94-1244 A10

**SAP Number**

**Real Estate Services Department**

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	ADURS Investments, LLC
<b>Contractor Representative</b>	Deanna Pleasant
<b>Telephone Number</b>	(909) 684-3475
<b>Contract Term</b>	9/15/1994 – 6/30/2030
<b>Original Contract Amount</b>	\$1,969,063.24
<b>Amendment Amount</b>	\$729,632.00
<b>Total Contract Amount</b>	\$2,698,695.24
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	5900 1154
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, ADURS Investments, LLC (“Landlord”), as landlord, and San Bernardino County (“COUNTY”), as tenant, entered into Lease Agreement, Contract No. 94-1244 dated December 13, 1994, as amended by the First Amendment dated December 7, 1997, the Second Amendment dated July 11, 2000, the Third Amendment dated December 16, 2003, the Fourth Amendment dated September 26, 2006, the Fifth Amendment dated October 20, 2009, the Sixth Amendment dated November 27, 2012, the Seventh Amendment dated January 26, 2016, the Eighth Amendment dated September 12, 2017, and the Ninth Amendment dated October 8, 2019 (collectively the “Lease”), wherein the Landlord leases certain premises, comprising approximately 4,400 square feet of classroom and office space, and approximately 2,900 square feet of playground and parking area, at 15 North Center Street in Redlands, CA, as more specifically described in the Lease, to COUNTY for a term that expired on October 31, 2024, continuing 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 five (5) years from July 1, 2025 through June 30, 2030, by concurrently exercising the COUNTY’s one (1) three (3) year option and one (1) two (2) year option to extend; and amend certain other terms of the Lease as set forth in this amendment (the “Tenth 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 7, HOLDING OVER**, COUNTY shall, with LANDLORD's expressed consent granted herein, use the Premises on a month-to-month holdover term for the period of November 1, 2024 through June 30, 2025, in the total amount of \$64,064, calculated as \$8,008 per month.

2. Effective July 1, 2025, pursuant to the COUNTY's concurrent exercise of the existing three-year and two-year extension options in **Paragraph 5, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3., TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3., TERM**:

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 "**Ninth Extended Term**").

3. Effective July 1, 2025, DELETE the existing **Paragraph 4.a, RENT** and SUBSTITUTE therefore the following as a new **Paragraph 4.a, RENT**:

4. **RENT:**

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	Interior Monthly Rent	Playground Monthly Rent	Total Monthly Rent
July 1, 2025 - June 30, 2026	\$10,120.00	\$348.00	\$10,468.00
July 1, 2026 - June 30, 2027	\$10,428.00	\$348.00	\$10,776.00
July 1, 2027 - June 30, 2028	\$10,736.00	\$348.00	\$11,084.00
July 1, 2028 - June 30, 2029	\$11,044.00	\$348.00	\$11,392.00
July 1, 2029 - June 30, 2030	\$11,396.00	\$348.00	\$11,744.00

In lieu of the previous arrangement for COUNTY's use of approximately 2,900 square feet of playground and parking space, the parties agree that the Landlord will charge COUNTY \$348.00 per month for the playground space. . . . The COUNTY shall provide the LANDLORD an annual In-Kind lease reduction as detailed in Paragraph 41.c. throughout the term of the Lease. The In-Kind letter shall reference the valued cost of the playground and parking space and subtract the annual playground costs that the COUNTY paid in accordance with the rent schedule. The balance shall be the amount that is deemed as reduced lease costs.

4. Effective July 1, 2025, 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:** 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 (an "extended term"), which option may be exercised following expiration of the Ninth Extended Term by COUNTY giving written notice of its intention to exercise the option to LANDLORD no later than six (6) months prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 7, "HOLDING OVER."** The monthly rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based on the monthly rental rent ("FMV Rent") of comparable leased premises in the County of San Bernardino. If the Parties have been unable to agree on the FMV Rent for the Premises within five (5) months of COUNTY's exercise of its option, said FMV Rent shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then current Lease Term and the determination of the Monthly Rent for the Premises by arbitration, COUNTY shall continue to pay the Monthly Rent for the Premises in the amount due for the month immediately preceding expiration of the then current Lease Term. If the FMV Rent for the Premises is determined by arbitration and COUNTY does not, for any reason, agree with such

determination, COUNTY shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY's receipt of the arbitration-determined FMV Rent. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined FMV Rent for the month immediately following COUNTY's receipt of said rate determination and for the duration of the subject Option Term.

5. Effective July 1, 2025, DELETE in its entirety **Paragraph 7, HOLDING OVER**, and SUBSTITUTE therefore a new **Paragraph 7, HOLDING OVER**, which shall read as follows:

7. **HOLDING OVER:** In the event the COUNTY shall hold over and continue to occupy the Premises with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the term of this lease, plus a 3% increase for the first two (2) months following the expiration of the term, and FMV Rent thereafter.

6. Effective June 10, 2025, ADD a new **Paragraph 54, Levine Act Campaign Contribution Disclosure** and **Exhibit "D" – Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)** incorporated and attached herein, which new **Paragraph 54** shall read as follows:

54. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the COUNTY using Exhibit "D" - Campaign Contribution Disclosure Senate Bill 1439, 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 Tenth 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 Tenth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Tenth Amendment (whether by facsimile, PDF or other email transmission) in accordance with the California Uniform Electronic Transactions Act (UETA), 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 Tenth Amendment upon request.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

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

**END OF TENTH AMENDMENT.**

SAN BERNARDINO COUNTY

ADURS INVESTMENTS, LLC

►  
\_\_\_\_\_  
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 Richard C. Smith

Title Managing Member

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 3635 Classic Drive S.  
Memphis, TN 38125

**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  
►  
Terry W. Thompson, Director, RESD  
Date \_\_\_\_\_



## 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:

Richard Smith

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:

Richard Smith

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)

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 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

Date

Print Name

Print Entity Name, if applicable