



Contract Number

11-88 A3

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	NMSBPCSLDHB, a California Limited Partnership
Contractor Representative	Greg Eger
Telephone Number	408-395-0101
Contract Term	7/1/2011 – 6/30/2031
Original Contract Amount	11,387,321.04
Amendment Amount	\$3,782,016
Total Contract Amount	15,169,337.04
Cost Center	7810001000
GRC/PROJ/JOB No.	57002895
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and NMSBPCSLDHB, a California Limited Partnership ("LANDLORD"), as landlord, entered into Lease Agreement No. 11-88 dated March 1, 2011, as amended by the First Amendment dated October 4, 2011, and the Second Amendment dated March 7, 2017 (collectively, the "Lease"), for premises located at 860 E. Brier Drive in San Bernardino, as more specifically described in the Lease, with a current expiration date of June 30, 2026; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to extend the term from July 1, 2026, through June 30, 2031, through the COUNTY'S exercise of the remaining five-year extension option provided under the Lease, adjust the rental rate schedule, add two five-year options to extend the term of the Lease and amend other terms of the Lease as more specifically set forth in the amendment ("Third 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. Effective July 1, 2026, pursuant to COUNTY'S exercise of a remaining five-year extension option in **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 is extended for five years for the period of July 1, 2026, through June 30, 2031 (the “**Second Extended Term**”).

2. Effective July 1, 2026, DELETE in its entirety, **Paragraph 4.A, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A, RENT**, which shall read as follows:

4. **RENT:**

A. COUNTY shall pay to LANDLORD in arrears on or before the last day of each calendar month during the Second Extended Term, increasing by approximately 2.5% annually, the Total Monthly Rent for the Premises in accordance with the rent schedule below but subject to any deductions, offsets, and adjustments that are permitted under the Lease. Total Monthly Rent for the Premises during any partial calendar month during the Lease Term shall be pro-rated based on the actual number of days the Premises is occupied by COUNTY in said month.

LANDLORD agrees to accept all Monthly Rent for the Premises and other payments due from COUNTY to LANDLORD under the Lease via electronic payments directly deposited to LANDLORD’s designated bank account. LANDLORD shall complete any and all COUNTY standard forms and provide all information required by COUNTY to process such electronic payments.

Lease Year	Total Monthly Rental Payments
July 1, 2026 thru June 30, 2027	\$59,960.00
July 1, 2027 thru June 30, 2028	\$61,459.00
July 1, 2028 thru June 30, 2029	\$62,995.00
July 1, 2029 thru June 30, 2030	\$64,570.00
July 1, 2030 thru June 30, 2031	\$66,184.00

3. Effective as of July 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** which shall read as follows:

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 two (2) five-year periods following the expiration of the Second Extended Term, by COUNTY giving notice of its intention to exercise each option to LANDLORD prior to the expiration of the then current term of the Lease.

4. Effective as of July 1, 2026, ADD **SUBPARAGRAPH 13.D**, to **Paragraph 13, MAINTENANCE** which shall read as follows:

13. **MAINTENANCE**

D. LANDLORD shall complete the maintenance and repair items described in Exhibit “I” attached hereto (“Deferred Maintenance”). Such work shall be completed on or before July 30, 2027, and shall be performed in accordance with the standards set forth in PARAGRAPH 13 of the Lease. Failure to complete the Deferred Maintenance within the required timeframe shall constitute a failure to perform LANDLORD’s maintenance obligations under this Lease and shall be subject to the remedies set forth in Section 13.B.

5. Effective May 5, 2026, ADD in its entirety **Paragraph 57, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE and Exhibit “H” – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new **Paragraph 57** shall read as follows:

57. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE: LANDLORD has disclosed to the COUNTY using Exhibit “H” – 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.

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

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

END OF THIRD AMENDMENT

SAN BERNARDINO COUNTY

NMSBPCSLDHB, A California Limited Partnership

►

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 Robert Granum _____

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title General Partner _____

By _____
Deputy

Dated: _____

Address P.O. Box 2460 _____

_____ Saratoga, CA 95070 _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►
John Tubbs II, Deputy County Counsel

►

►
John Gomez, Real Property Manager, RESD

Date _____

Date _____

Date _____



EXHIBIT "H"

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

- Name of Landlord: NMSBPCS LDHB, a California Limited Partnership
- 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
- 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: Robert Grossman General Partner
- 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):
N/A

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 Landlord:

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>NMSBPCS LDHB a California Limited Partnership</u>		<u>Robert Grossman General Partner</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

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: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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.

EXHIBIT "I"

Deferred Maintenance

Location	Maintenance Item
166 - Office	Ceiling tile is stained.
166 - Office	Crack in wall.
159 - Hallway (Outside 163 - Office)	Crack in wall.
159 - Hallway (Outside 162 - Office)	Crack in wall.
160 - Hallway	Ceiling tile is stained.
150 - Hallway (Outside 156 - Storage)	Crack in wall.
155 - Electrical Room	Door jamb is cracked.
150 - Hallway (Outside 155 - Office)	Wall is chipped.
143 - Office	Carpet tile is peeling up, creating a tripping hazard.
150 - Hallway (Outside 143 - Office)	Wall is scuffed.
150 - Hallway (Outside 153 - Office)	Wall is cracked.
151 - Breakroom	Multiple floor tiles need to be replaced; tripping hazard.
151 - Breakroom	All three trash doors are not properly seated, preventing a proper seal.
134 - Office	HVAC needs adjustment; room is extremely hot with no air circulation.
Janitors Closet	Backflow device is corroded.
171 - Restroom - Female	Sanitary napkin holder in stall 4 is falling off the wall.
171 - Restroom - Female	Stall 1 is missing clothing hooks.
171 - Restroom - Female	ADA stall is missing toilet cap; tiles need to be mopped higher.
171 - Restroom - Female	Sanitary napkin holder in stall 3 is broken off the wall.
171 - Restroom - Female	Restroom entrance door does not close properly.
Open Work Area - Orange Section (Outside 112 - Office)	Leak in ceiling.
Open Work Area - Orange Section (Between WS O12- O16)	Wall is cracking.
Open Work Area - Blue Section (Above WS B24)	Roof leak.
Open Work Area - Blue Section (Above Copy Station)	HVAC conduit is cut open.
Open Work Area - Blue Section (Near B01)	Structural cracking observed.
Parking Lot	Needs repaving and restriping; roots and large cracks present.
170 - Restroom - Male	Hole in ceiling.
132 - Office	Carpet tile is lifting; tripping hazard.
121 - Hallway (Outside Office - 112)	Wall is cracking.
121 - Hallway (Outside 123 - Office)	Crack in wall.
Front Entrance	Elevation issue observed.