

08-1212 A3

SAP Number

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a month-to-month holdover term for the period of April 1, 2024, through June 30, 2025, in the total amount of \$60,720, calculated as \$4,048 per month.

2. Effective as of July 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**:

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 "**Second Extended Term**").

3. Effective as of July 1, 2025, DELETE in its entirety 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 for the Premises in arrears on the last day of each month, commencing when the Second Extended Term commences and continuing during the Second Extended Term, subject to annual increases as more specifically reflected and included in the amounts set forth below:

Lease Year	Monthly Rent
July 1, 2025 - June 30, 2026	\$4,169.00
July 1, 2026 - June 30, 2027	\$4,291.00
July 1, 2027 - June 30, 2028	\$4,433.00
July 1, 2028 - June 30, 2029	\$4,554.00
July 1, 2029 - June 30, 2030	\$4,696.00

4. Effective as of 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**:

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 one (1) five-year period following expiration of the Second Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 8, HOLDING OVER**. The rent for each 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.

If the parties have been unable to agree upon the said fair market rental rate within five (5) months of the COUNTY's notice to exercise an option for an extended term, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the fair market rental rate is determined by arbitration, the COUNTY has the right to terminate the Lease by giving termination notice to the LANDLORD within thirty (30) days of being notified of the new fair market rental rate.

5. Effective as of July 1, 2025, DELETE in its entirety the existing subparagraph a. to **Paragraph 25, NOTICES**, and SUBSTITUTE therefor the following as a new subparagraph a to **Paragraph 25, NOTICES**:

25. **NOTICES:**

a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request,

consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

LANDLORD'S address: Hope Through Housing Foundation
9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730

COUNTY'S address: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Ave, 3rd Floor
San Bernardino, CA 92415-0180

6. Effective June 18, 2025, ADD the following as a new **Paragraph 54, LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE** and **Exhibit "F" – Levine Act Campaign Contribution Disclosure** attached and incorporated herein, which shall read as follows:

58. **LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE:** LANDLORD has disclosed to the County using "Exhibit F" – LEVINE ACT CAMPAIGN CONTRIBUTIONS 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 Third 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 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT 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 Third Amendment, the terms and conditions of this Third Amendment shall control.

END OF THIRD AMENDMENT.

SAN BERNARDINO COUNTY

►

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

HOPE THROUGH HOUSING FOUNDATION

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

Name Alyssa Cotter

Title Contractor Representative

Dated: _____

Address 9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	►	►
Date _____	Date _____	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: Hope through Housing Foundation											
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)? Yes <input checked="" type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No <input type="checkbox"/>											
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> 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):											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">Company Name</th> <th style="width: 55%;">Relationship</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; height: 20px;">N/A</td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>			Company Name	Relationship	N/A						
Company Name	Relationship										
N/A											
6. Name of agent(s) of Landlord:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Company Name</th> <th style="width: 33%;">Agent(s)</th> <th style="width: 34%;">Date Agent Retained (if less than 12 months prior)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; height: 20px;">N/A</td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)	N/A					
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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Company Name</th> <th style="width: 33%;">Subcontractor(s):</th> <th style="width: 34%;">Principal and/or Agent(s):</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; height: 20px;">N/A</td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Company Name	Subcontractor(s):	Principal and/or Agent(s):	N/A					
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 <u>and</u> (2) have a financial interest in the outcome of the decision:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">Company Name</th> <th style="width: 55%;">Individual(s) Name</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; height: 20px;">N/A</td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>			Company Name	Individual(s) Name	N/A						
Company Name	Individual(s) Name										
N/A											

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.

DocuSigned by:
Signature  _____
36f666a1e4b1427

06/12/2025 _____
Date

_ Print Name Alyssa Cotter

_ Hope through Housing Foundation

_ Print Entity Name, if applicable