



Contract Number
01-231 A5

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>RRM Properties, Ltd.</u>
Contractor Representative	<u>Kim Decker</u>
Telephone Number	
Contract Term	<u>04/01/2001– 12/31/2030</u>
Original Contract Amount	<u>\$ 28,415</u>
Amendment Amount	<u>\$23,055.00</u>
Total Contract Amount	<u>\$ 51,470</u>
Cost Center	<u>1920002522</u>
GRC/PROJ/JOB No.	<u>38002588</u>
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County Flood Control District ("DISTRICT"), and RRM Properties, Ltd., a California Limited Partnership ("TENANT"), as successor-in-interest, entered into a Lease Agreement, Contract No. 01-231 dated March 27, 2001, as amended by the First Amendment on December 6, 2005, as amended by the Second Amendment on May 16, 2006, as amended by the Third Amendment on March 22, 2011, and as amended by the Fourth Amendment on December 6, 2016 (Collectively, "the Lease") wherein the TENANT has agreed to lease certain real property from the DISTRICT; and,

WHEREAS, the DISTRICT and Tenant now desire to extend the Lease Agreement, to reflect a permitted month-to-month holdover of a total of fifty-seven months (57) months from April 1, 2021 through December 31, 2025, with DISTRICT's express consent, and following said holdover, to reflect TENANT exercise of the fourth of five five-year options to extend the lease term until December 31, 2030 (the "Fourth Extended Term");

NOW, THEREFORE, in consideration of mutual covenant and conditions, the parties hereto agree to Lease Agreement, Contract No. 01-231 is amended as follows:

1. Pursuant to **Paragraph 13, HOLDING OVER**, TENANT shall, with DISTRICT's express consent granted herein, use the Premises on a month-to-month holdover term for a total of fifty-seven

months for the period of April 1, 2021 through December 31, 2025, for a total of \$9,880.

2. Effective January 1, 2026, pursuant to TENANT's exercise of its fourth of five-year options to extend in **Paragraph 7, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 4, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 4, TERM**:

4. **TERM**: The term of the Lease shall be extended for five (5) years, commencing January 1, 2026 and expiring on December 31, 2030 (the "Fourth Extended Term").

3. Effective January 1, 2026, DELETE in its entirety the existing **Paragraph 5, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 5, RENT**:

5. **RENT**:

A. TENANT shall pay to DISTRICT, the following annual rental payments in advance on January 1, 2026 and on each January 1st thereafter during the Fourth Extended Term for the use of the Premises, subject to four percent (4%) annual increases (rounded to the nearest dollar), as more specifically reflected and included in the amounts set forth below:

January 1, 2026 thru December 31, 2026 – annual payment \$2,433
January 1, 2027 thru December 31, 2027 – annual payment \$2,530
January 1, 2028 thru December 31, 2028 – annual payment \$2,631
January 1, 2029 thru December 31, 2029 – annual payment \$2,736
January 1, 2030 thru December 31, 2030 – annual payment \$2,845

B. In addition to the rent payable pursuant to Paragraph 5A, (i) TENANT shall pay to DISTRICT in advance on each January 1st thereafter during the Fourth Extended Term, an annual inspection fee that shall be equivalent to the Annual Inspection Fee shown on the DISTRICT's Schedule of Fees Ordinance.

C. If any fees are not paid when due and payable, Tenant shall pay to DISTRICT an additional Fifty and 00/100 (\$50.00) for each fee due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by TENANT. Acceptance of any late charge shall not constitute a waiver of TENANT's default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Fees not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month

4. Effective November 18, 2025, ADD a new **Paragraph 48, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE**, and **Exhibit "C"- LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated an attached herein, which new **Paragraph 48** shall read as follows:

48. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE**: TENANT has disclosed to the DISTRICT using Exhibit "C" - 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 TENANT's proposal to the DISTRICT, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. TENANT acknowledges that under Government Code section 84308, TENANT 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 DISTRICT's consideration of the Lease.

In the event of a proposed amendment to this Lease, the TENANT will provide the DISTRICT 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 TENANT or by a parent, subsidiary or otherwise related business entity of TENANT.

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

6. All other provision and terms of the Lease shall remain the same and are hereby incorporated by reference. In the Event of conflict between the Lease and this Fifth Amendment, the provisions and terms of this Fifth Amendment shall control.

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END OF FIFTH AMENDMENT.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►

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

RRM Properties, Ltd.

(Print or type name of corporation, company, contractor, etc.)

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

Name Kim Decker

(Print or type name of person signing contract)

Title Property Manager

(Print or Type)

Dated: _____

Address P.O. Box 3600

Corona, CA 92878-3600

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

►

John Gomez, Real Property Manager, RESD

Date _____



EXHIBIT C

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 or opposing 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.

Tenant must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Tenant: PRM Properties Ltd
2. 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 ☒
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: Todd Dragna - President
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):

PRM DEVELOPMENT CORPORATION

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>MCC DEVELOPMENT CORPORATION</u>	<u>Parent</u>

6. Name of agent(s) of Tenant:

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>N/A</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
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 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 Tenant 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: _____

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 the Contract, Tenant certifies that the statements made herein are true and correct. Tenant 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. Tenant 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.