

Contract I	Number
01-231	1 A5

SAP Number

San Bernardino County Flood Control District

Department Contract Representative
Telephone NumberTerry W. Thompson, Director
(909) 387-5000

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
GRC/PROJ/JOB No.
Internal Order No.
Grant Number (if applicable)

RRM Properties, Ltd.		
Kim Decker		
04/01/2001- 12/31/2030		
\$ 28,415		
\$23,055.00		
\$ 51,470		
1920002522		
38002588		

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

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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:

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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
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- 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

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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 RRM Properties, Ltd. DISTRICT (Print or type name of corporation, company, contractor, etc.) Ву (Authorized signature - sign in blue ink) Dawn Rowe, Chair, Board of Supervisors Kim Decker Dated: Name (Print or type name of person signing contract) SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD **Property Manager** Title Lynna Monell (Print or Type) Clerk of the Board of Supervisors San Bernardino County Ву Dated:

P.O. Box 3600

Corona, CA 92878-3600

Address

Deputy

FOR COUNTY USE ONLY					
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department			
>	<u> </u>	<u> </u>			
John Tubbs II, Deputy County Counsel		John Gomez, Real Property Manager, RESD			
Date	Date	Date			

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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.

<u>Agent:</u> 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-subsidiary 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.

<u>Parent-Subsidiary Relationship:</u> 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.

Is the entity listed in Question No	o.1 a nonprofit organiza	ition under Inter	nal Revenue Code section 501(c)(
Yes If yes, skip Question No	os. 3-4 and go to Ques	tion No. 5	No /
Name of Principal (i.e., CEO/Prematter and has a financial interes	sident) of entity listed i	n Question No.	1, if the individual actively supports
If the entity identified in Question traded ("closed corporation"), ide	No.1 is a corporation entify the major shareh	held by 35 or lead	ss shareholders, and not publicly
RRM DEVELOPMEN	IT CORPORATIO	N)	
Name of any parent, subsidiary,	or otherwise related el	ntity for the enul	y listed in Question No. 1 (see
definitions above):			Balationskin
definitions above): Company Nam			Relationship
definitions above): Company Nam		Paren	Relationship
Company Nam MCC DEVELOP MENT OF		Paren	Relationship
Company Nam			Relationship Date Agent Retained
Company Name of agent(s) of Tenant:	UR PORATION		
Company Name of agent(s) of Tenant:	UR PORATION		Date Agent Retained

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:

Subcontractor(s):

Company Name

Principal and/or Agent(s):

	Company Name	Individual(s) Name	
	N/A		
9.	Was a campaign contribution, of more than \$500, m of Supervisors or other County elected officer involvement the individuals or entities listed in Question Nos. 1-8	nade to any member of the San Bernardino County Board ed with this Contract within the prior 12 months, by any of ?	
	No 📈		
	Yes If yes, please provide the contribution info	rmation in Question 11.	
10. Has an agent of Tenant made a campaign contribution of any amount to any member of the San B County Board of Supervisors or other elected officer involved with this Contract while award of this C being considered?			
	No / If no, please skip question 11.		
	Yes If yes, please provide the contribution infor	rmation in Question 11.	
11	1. Name of Board of Supervisor Member or other Cour	nty elected officer:	
	Name of Contributor:		
	Date(s) of Contribution(s):		

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

Amount(s):

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.