



**Contract Number**

**07-983 A-5**

**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>	Silver Lakes Association
<b>Contractor Representative</b>	Frances Diggs
<b>Telephone Number</b>	(760) 245-1606 ext. 234
<b>Contract Term</b>	07/01/2026 – 06/30/2031
<b>Original Contract Amount</b>	\$17.83
<b>Amendment Amount</b>	\$5.24
<b>Total Contract Amount</b>	\$23.07
<b>Cost Center</b>	4430001000
<b>GRC/PROJ/JOB No.</b>	33002303
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, COUNTY and LANDLORD, have previously entered into Lease Agreement, Contract No. 07-983 dated November 6, 2007, as amended by the First Amendment dated January 29, 2013, as amended by the Second Amendment dated May 3, 2016, as amended by the Third Amendment dated September 24, 2019, as amended by the Fourth Amendment dated March 14, 2023, (collectively, the "Lease"), wherein LANDLORD leases certain premises, comprising approximately 170 square feet located at 27801 Mountain Springs Road in Helendale, CA as the premises is more specifically set forth in the Lease, to the COUNTY for a term that expired on March 31, 2026, and has continued on a permitted month-to-month holdover, and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to reflect the holdover period from April 1, 2026 through June 30, 2026 with LANDLORD's express consent, extend, following said holdover, the term of the Lease from July 1, 2026 through June 30, 2031 by mutually agreeing to a 5-year term, adding one (1) three-year option and one (1) five-year option to extend the term, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Fifth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease is amended as follows:

1. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD'S express consent granted herein, occupy the Premises on a holdover tenancy for the period from April 1, 2026 through June 30, 2026 at a monthly rental amount of \$0.08 per month for a total amount of \$0.24.

2. Effective July 1, 2026, DELETE in its entirety the existing **Paragraph 3, TERM, subparagraph b., Extended Term**, and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM, subparagraph b., Extended Term**:

“3. **TERM:**

b. Extended Term: The term of the Lease shall be extended for a period of five (5) years commencing July 1, 2026 through June 30, 2031 unless earlier terminated in accordance with this lease (“Fifth Extended Term”).

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

“4. **RENT:**

County shall pay LANDLORD One and 00/100 Dollars (\$1.00) annually commencing July 1, 2026 and continuing throughout the Fifth Extended Term.”

4. Effective 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**:

“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 three-year period and one five-year period ("extended term") following expiration of the 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.”

5. 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 terms of the Lease and this Fifth Amendment, the provisions and terms of this Fifth Amendment shall control.
6. 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 signed Fifth Amendment upon request.

**END OF FIFTH AMENDMENT.**

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SAN BERNARDINO COUNTY

SILVER LAKES ASSOCIATION, A CALIFORNIA  
NON-PROFIT CORPORATION

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



\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

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

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

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

By

\_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Frances Diggs

*(Print or type name of person signing contract)*

Title Board President

*(Print or Type)*

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

Address 15273 Orchard Hill Ln. PO Box 179

Helendale, CA 92342-0179

**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 “F”  
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.

**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: Silver Lakes Association
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: \_\_\_\_\_
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
NONE	

6. Name of agent(s) of Landlord:

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 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):
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 and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
NONE	

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  ~~Unknown~~

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: \_\_\_\_\_

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, 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.