



Contract Number

93-1116 A9

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	7353 ECB, LLC and Pima 25, LLC
Contractor Representative	Daniel Flynn
Telephone Number	949-836-8090
Contract Term	2/1/1995 - 10/31/2030
Original Contract Amount	\$13,770,253
Amendment Amount	\$3,831,838.92
Total Contract Amount	\$17,602,091.92
Cost Center	7810001000
GRC/PROJ/JOB No.	5700 0964
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and 7353 ECB, LLC and Pima 25, LLC, as tenants in common, or its predecessors-in-interest, ("LANDLORD"), as landlord, have entered into Lease Agreement, Contract No. 93-1116 ("Initial Lease") on November 23, 1993, with a non-disturbance and attornment agreement entered into among the parties and LANDLORD's lender as of July 16, 1996, which was referenced as the First Amendment but does not amend the lease, as the Initial Lease is amended by the Second Amendment dated November 26, 1996, the Third Amendment dated August 13, 2002, the Fourth Amendment dated April 13, 2010, the Fifth Amendment dated April 7, 2015, the Sixth Amendment dated July 28, 2020, the Seventh Amendment dated July 27, 2021, the Eighth Amendment dated May 10, 2022 (the Initial Lease and all Amendments through the Eighth Amendment are collectively referred to as the "Lease") wherein LANDLORD leases certain premises, comprising approximately 25,193 square feet located at 56357 Pima Trail, Yucca Valley, CA, as more specifically described in the Lease, to COUNTY for a term that expired on July 31, 2025, and has continued on a permitted month-to-month holdover; and,

WHEREAS, COUNTY and LANDLORD acknowledge that the installation of a flagpole as set forth in Amendment 6 was not completed, and LANDLORD agrees to complete the improvement in accordance with the specifications attached hereto; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to update the leased premises from 25,000 square feet to approximately 25,193 square feet, extend the term of the Lease for the period of November 1, 2025, through October 31, 2030, through the County's exercise of one of the two existing five (5) year extension options, adjust the rental rate schedule, update the tenant improvements, update the holdover provision, and amend other terms of the Lease as more specifically set forth in the amendment ("Ninth 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. Pursuant to Lease **Paragraph 9, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of August 1, 2025, through October 31, 2025, in the total amount of \$160,486.92 calculated as \$53,495.64 per month.

2. Effective November 1, 2025, pursuant to COUNTY's exercise of the first five-year extension option in **Paragraph 7, 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 (5) years for the period of November 1, 2025, through October 31, 2030 (the "**Fifth Extended Term**").

3. Effective November 1, 2025, DELETE in its entirety, **Paragraph 2, PREMISES LEASED**, and SUBSTITUTE therefore the following as a new **Paragraph 2, PREMISES LEASED**, which shall read as follows:

2. **PREMISES LEASED:** LANDLORD leases to COUNTY and COUNTY leases from LANDLORD a total of approximately 25,193 square feet of space ("Premises") located within a building ("Building") situated on real property ("Property"), with an address of 56357 Pima Trail, Yucca Valley, CA 92284 as the Premises is depicted in Exhibit "E", attached hereto and incorporated herein by reference. Along with its lease of the Premises, COUNTY shall have the right to access and use the 98 unassigned parking spaces, including handicapped parking ("Allocated Parking") located on the Property at no additional cost or expense to COUNTY for the duration of the term of the Lease, including any extensions thereof.

4. Effective November 1, 2025, DELETE in its entirety, **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, 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 Lease Term, 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 designed 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	Base Rent	Day Porter	Total Monthly Rent
November 1, 2025 – October 31, 2026	\$56,684	\$1,000	\$57,684
November 1, 2026 – October 31, 2027	\$58,385	\$1,000	\$59,385
November 1, 2027 – October 31, 2028	\$60,137	\$1,000	\$61,137

November 1, 2028 – October 31, 2029	\$61,941	\$1,000	\$62,941
November 1, 2029 – October 31, 2030	\$63,799	\$1,000	\$64,799

B. If, during the Lease Term, the cost of Day Porter services increases or decreases, Landlord shall provide written notice to County of the change. Upon receipt of such notice, County shall have thirty (30) days to review the updated cost and determine whether to continue with the current level of services or to modify the services being provided.

C. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

5. Effective November 1, 2025, DELETE in its entirety, **Paragraph 9, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 9, HOLDING**, which shall read as follows:

9. HOLDING OVER: In the event the COUNTY shall hold over and continue to occupy the Premises after the expiration or earlier termination of any extended term of the Lease with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions as existed and prevailed at the time of the expiration of the term of this lease, except that the monthly Rent shall be one hundred ten percent (110%) of the Rent in effect immediately prior to the expiration or termination.

6. COUNTY and LANDLORD acknowledge that the installation of a flagpole as set forth in **PARAGRAPH 39, LANDLORD'S IMPROVEMENTS** and in Exhibit "A" has not been completed. LANDLORD agrees to complete the improvement in accordance with the specifications attached hereto as Exhibit "A-1" and incorporated herein by reference. Accordingly, no additional reimbursement, allowance, or credit shall be due from COUNTY in connection with such Tenant Improvement, and COUNTY shall have no further financial obligation related to this improvement beyond amounts previously paid.

7. Effective November 1, 2025, DELETE in its entirety the existing **Paragraph 46, COUNTY'S RIGHT TO TERMINATE LEASE**, and SUBSTITUTE a new **Paragraph 46, COUNTY'S RIGHT TO TERMINATE LEASE**, which shall read as follows:

46. COUNTY'S RIGHT TO TERMINATE LEASE: The COUNTY shall have the right to terminate the Lease effective November 1, 2028, or at any time thereafter if COUNTY, in its sole discretion, determines it would be in COUNTY's best interest to terminate this Lease by giving LANDLORD notice at least ninety (90) days prior to the effective termination date. If COUNTY opts to exercise its right to terminate the Lease pursuant to this Paragraph 40, the Director of the Real Estate Services Department (RESA) is hereby authorized by COUNTY to deliver to LANDLORD on behalf of COUNTY a notice of termination. In the event COUNTY terminates the Lease pursuant to this Paragraph 45, no termination fees, or other costs shall be due or payable to LANDLORD for exercising COUNTY's termination right, except that LANDLORD shall have the right to receive from COUNTY the rent which will have been earned under the Lease through the effective termination date.

8. Effective October 21, 2025, ADD in its entirety **Paragraph 56, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "H" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new Paragraph 56 shall read as follows:

56. 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.

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

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10. 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 Ninth Amendment, the terms of this Ninth Amendment shall control.

END OF NINTH AMENDMENT.

SAN BERNARDINO COUNTY

7353 ECB, LLC and Pima 25, LLC

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name Matthew Lin

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

Title Manager

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated _____

Address 910 Camino Del Mar, Suite A
Del Mar, CA 92014

7353 ECB, LLC and Pima 25, LLC

By ►

(Authorized signature - sign in blue ink)

Name Dan Tseng

Title Manager

Dated _____

Address 6 Via Pergola
Rancho Palo Verdes, CA 90275

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 "A-1"
IMPROVEMENT STANDARDS AND SPECIFICATIONS

HUMAN SERVICES (HS),
TRANSITIONAL ASSISTANCE DEPARTMENT (TAD)
VICTORVILLE

GENERAL SPECIFICATIONS:

On all items listed within **Exhibit "A-1"**, Premises Specifications, **COUNTY** is to select and/or approve all finishes, colors, textures, types, models, styles, etc., used on the exterior and interior of the leased facility. Where "**COUNTY approved color board**" (**CACB**) is specified; only those materials and colors on the board may be used; any necessary substitutions must be approved by **COUNTY**. Where a brand name product is indicated, it shall be that brand name identified or a **COUNTY** approved equal. Any existing building conditions that do not meet the specifications of **EXHIBIT "A-1"** must be noted and approved as acceptable by the **COUNTY**. **LANDLORD** is to coordinate and provide for all health, Americans with Disabilities Act (ADA), building, safety, and fire requirements pursuant to all local, **COUNTY**, state and federal codes. Any required permitted construction drawing set/s is to be provided at **LANDLORD'S** expense. In the event any specified item is discontinued on the open market, **LANDLORD** must notify **COUNTY** to seek approval for an alternate product.

1.29 FLAG POLE:

- a. **LANDLORD** to provide an exposed height pole to the highest allowable as permitted by local codes and regulations
- b. Cast aluminum pole
- c. External single halyard with revolving cast aluminum halyard truck
- d. Cast aluminum cleat enclosed in an opening, lockable box or other tamperproof arrangement for securing the halyard
- e. Lighting for the flags to be mounted on building or parking lot pole in accordance with all applicable codes and regulations

EXHIBIT "E"

PREMISES LEASED

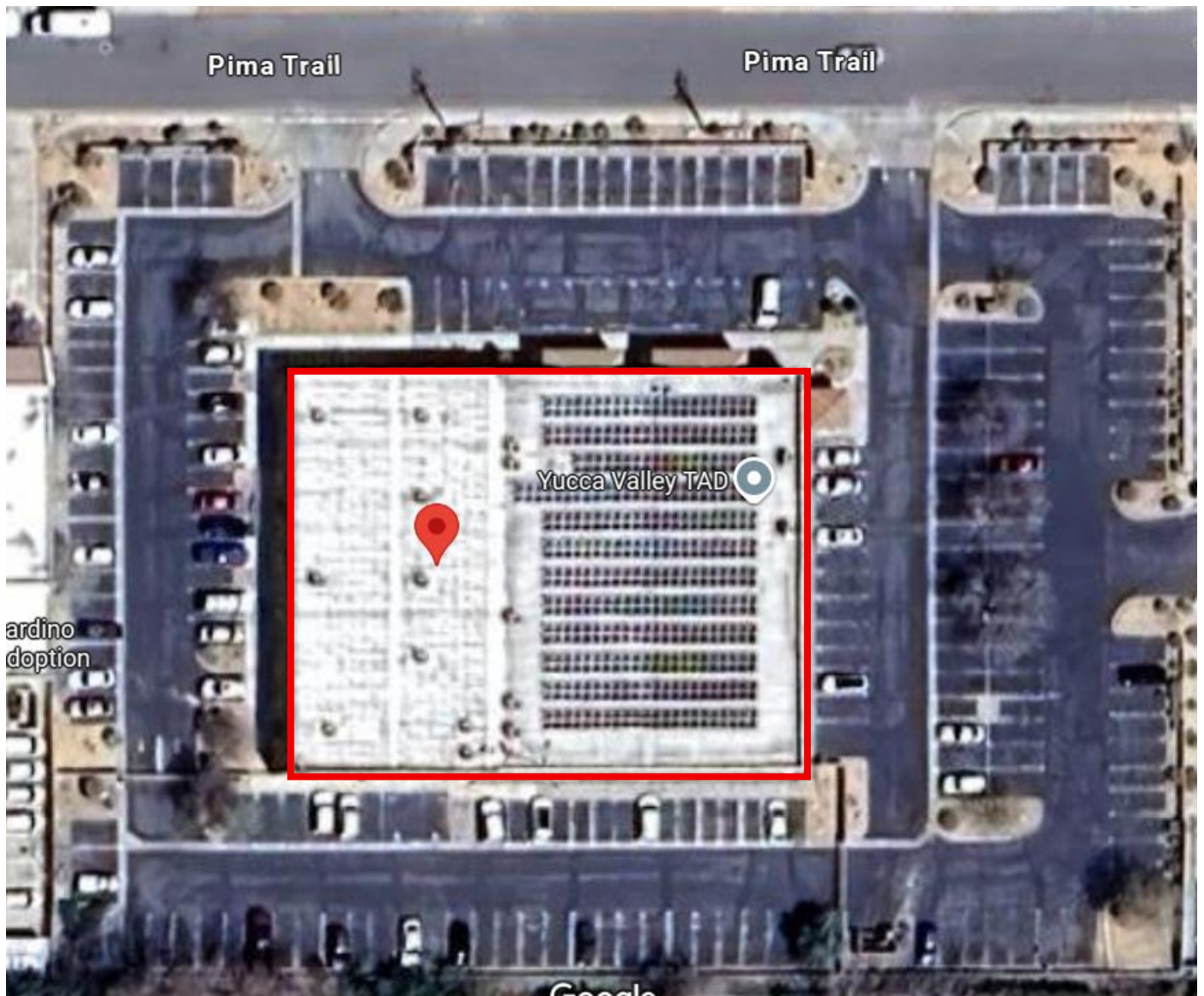




EXHIBIT H

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 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: Pima 25 LLC & 7353 ECB LLC
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: N/A
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):
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>Unity Pacific Residential</u>	<u>Don Flynn</u>	<u>3/1/22</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
<u>N/A</u>	

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: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

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.