



Contract Number

98-691 A-8

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Ashok Talwar and Kay Talwar, Co-Trustees of the Talwar Trust dated June 29, 1989
Contractor Representative	Ashok Talwar and Kay Talwar, Co-Trustees
Telephone Number	909-332-6305
Contract Term	4/15/98-12/31/28
Original Contract Amount	\$3,940,210
Amendment Amount	\$1,337,036
Total Contract Amount	\$5,277,246
Cost Center	5911402220
GRC/PROJ/JOB No.	59001035

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Ashok Talwar and Kay Talwar, as Co-Trustees of the Talwar Trust dated June 29, 1989 ("LANDLORD"), as landlord, entered into Lease Agreement Contract No. 98-691 dated August 11, 1998, as amended by the First Amendment on November 6, 2001, as amended by the Second Amendment on April 30, 2002, as amended by the Third Amendment on September 24, 2002, as amended by the Fourth Amendment on November 6, 2007, as amended by the Fifth Amendment on February 14, 2012, as amended by the Sixth Amendment on October 4, 2016, and as amended by the Seventh Amendment on June 8, 2021 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 13589 Navajo Road, Apple Valley, CA to the COUNTY for a term that is currently expired as of April 14, 2023 and has since continued on a permitted month-to-month holdover; and,

WHEREAS, pursuant to the Lease, the COUNTY currently leases Units 100, 101, 102, 103, 104, 105, 106, 107, 108, and 109, consisting of approximately 11,026 square feet of office and classroom space at 13589 Navajo Road, Apple Valley, CA; and

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease by COUNTY exercising its option to extend the term five years from January 1, 2024 through December 31, 2028 ("Sixth Extended Term"), adjust the rent and amend certain other terms of the Lease as set forth in this amendment ("Eighth Amendment").

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

1. Pursuant to **Paragraph 7, HOLDING OVER**, County shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from April 15, 2023 through December 31, 2023 in the total amount of \$153,740, which is calculated at \$18,087 per month.

2. Pursuant to **Paragraph 5, 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 shall be extended for five (5) years, commencing on January 1, 2024 and expiring on December 31, 2028 (the "Sixth Extended Term").

3. Effective as of January 1, 2024, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears not later than the last day of each month for the 5-year period of January 1, 2024 through the remainder of the Eighth Extended Term, subject to increases of approximately three percent (3%) annual, as more specifically reflected and included in the amount set forth below based on approximately 11,026 square feet of office and classroom space:

Period	Monthly Rent	Annual Total
January 1, 2024, to December 31, 2024	\$18,610	\$223,320
January 1, 2025, to December 31, 2025	\$19,150	\$229,800
January 1, 2026, to December 31, 2026	\$19,705	\$236,460
January 1, 2027, to December 31, 2027	\$20,277	\$243,324
January 1, 2028, to December 31, 2028	\$20,866	\$250,392

The parties agree that all parking spaces provided under this Lease is at no additional cost to the COUNTY for the term of the Lease, including any extensions thereof. The parties hereby acknowledge and affirm that, throughout the term of this Lease, rent has been and shall continue to be calculated on the approximately 11,026 square feet of classroom and office space of the Premises and that in lieu of rent for access to and from the Property to the bus drop-off, playground, and auxiliary parking areas located on adjacent third-party owned property, which is currently separately leased by the COUNTY, the parties agree to exchange in-kind services, the value of which is set forth in **Paragraph 45, IN KIND AND COST SHARING REPORTING**.

b. 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 has complied with directions and has accurately completed forms provided by COUNTY that were required to process EFT payments.

c. LANDLORD has registered through County of San Bernardino's Electronic Procurement Network (ePro) system at <https://epro.sbcounty.gov/epro/>.

4. Effective December 19, 2023, DELETE the existing **Paragraph 52, RESERVED** and SUBSTITUTE therefore the following as a new **Paragraph 52, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**, which shall read as follows:

“52. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LANDLORD has disclosed to the County using “Exhibit E” – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 \$250 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 \$250 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.”

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 Lease and this Eighth Amendment, the terms and conditions of this Eighth Amendment shall control.

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

END OF EIGHT 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

B
y _____
Deputy

LESSOR

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

B
y ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

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
►

Lyle Ballard, Real Property Manager, RESD
Date _____



EXHIBIT "E" Campaign Contribution Disclosure (Senate Bill 1439)

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.

Contractors 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: *Talwar Trust, Ashok Talwar, Kay Talwar TTE*

2. Is the entity listed in Question No. 1 a non-profit 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:
ASHOK TALWAR TTE

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

6. Name of agent(s) of LANDLORD:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<i>SUMMIT Team</i>	<i>Drew Zwaelsky</i>	
<i>Fountain Valley CA</i>		

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):

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

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, 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, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 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.

Ashok Talwar
Signature

11/27/2023
Date

ASHOK TALWAR
Print Name

Talwar Trust
Print Entity Name, if applicable