



Contract Number

95-702 A16

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Mark J. Westling and Margaret M. Shaffner
Contractor Representative	Margaret M. Shaffner
Telephone Number	(951) 733-2591
Contract Term	8/15/95 to 10/31/28
Original Contract Amount	\$538,101
Amendment Amount	\$94,152
Total Contract Amount	\$632,253
Cost Center	6100052454
GRC/PROJ/JOB No.	79000945
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County Fire Protection District ("DISTRICT"), as tenant, and Mark J. Westling and Margaret M Shaffner (jointly and severally, the "LANDLORD") have entered into Lease Agreement, Contract No. 95-702 dated August 1, 1995 as amended by the First Amendment dated May 20, 1997, the Second Amendment dated August 17, 1999, the Third Amendment dated June 26, 2001, the Fourth Amendment dated August 26, 2003, the Fifth Amendment dated July 19, 2005, the Sixth Amendment dated October 16, 2007, the Seventh Amendment dated March 4, 2008, the Eighth Amendment dated June 24, 2008, the Ninth Amendment dated July 28, 2009, the Tenth Amendment dated April 5, 2011, the Eleventh Amendment dated July 23, 2013, the Twelfth Amendment dated July 12, 2016, the Thirteenth Amendment dated August 7, 2018, the Fourteenth Amendment dated October 22, 2019, and the Fifteenth Amendment dated October 25, 2022 (collectively, the "Lease") wherein LANDLORD leases certain real property to DISTRICT for a term that is currently scheduled to expire on October 31, 2025; and,

WHEREAS, DISTRICT and LANDLORD now desire to amend the Lease Agreement, to extend the term three (3) years from November 1, 2025 to October 31, 2028 by exercising one (1) three-year option to extend, and adjust the rental rate schedule for the extended term; and,

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

1. The parties hereby acknowledge that the address of the Premises is changed from 57485 Aviation, Suite A, Yucca Valley, California 92284 to 6942 Airway Ave, Yucca Valley, CA 92284 (Assessor's Parcel Number 0595-212-13-0000) (collectively, the "Premises"), and that DISTRICT has remained in its current premises from the commencement date of the initial term of the Lease.

2. Effective November 1, 2025, pursuant to DISTRICT's exercise of the first of two three-year options to extend under **Paragraph 5, OPTION TO EXTEND LEASE 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 for the Premises is extended for three years, commencing from November 1, 2025, and expiring on October 31, 2028 (the "Fourteenth Extended Term").

3. Effective November 1, 2025, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT**:

A. DISTRICT shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month, commencing when the Fourteenth Extended Term commences, continuing during the Fourteenth Extended Term, the amounts specifically set forth below:

November 1, 2025 to October 31, 2026 – monthly rental amount of \$2,513.00
November 1, 2026 to October 31, 2027 – monthly rental amount of \$2,614.00
November 1, 2027 to October 31, 2028 – monthly rental amount of \$2,719.00

4. Effective November 1, 2025, DELETE in its entirety the existing **Paragraph 24, NOTICES** and SUBSTITUTE therefore the following as a new **Paragraph 24, NOTICES**:

24. **NOTICES**:

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, including but not limited to notices required under the California unlawful detainer statutes, or any other person shall be in writing and either delivered personally, by reputable overnight courier, or by United States mail, postage prepaid, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered and effective if on a business day, otherwise on the immediately following business day upon (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by or United States mail, postage prepaid, certified or registered, return receipt requested or reputable overnight courier.

LANDLORD's address: Mark J. Westling and Margaret M. Shaffner
15-121 Kuna Street
Pahoa, HI 96778-8590

DISTRICT's address: San Bernardino County Fire Protection District
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

5. Effective October 21, 2025, ADD **Paragraph 53, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT “F”, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which shall read as follows:

“53. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the County using “Exhibit F” – 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.”

6. 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 Sixteenth Amendment, the provisions and terms of the Sixteenth Amendment shall control.

7. This Sixteenth 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other mail 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 Amendment upon request.

END OF SIXTEENTH AMENDMENT

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT**



Dawn Rowe, Chair, Board of Directors

Dated: _____

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

Lynna Monell
Secretary of the Board of Directors
San Bernardino County

By _____
Deputy

**MARK J. WESTLING AND MARGARET M.
SHAFFNER**

By  _____
(Authorized signature - sign in blue ink)

Name Mark J. Westling

Title Co-Owner
(Print or Type)

Dated: _____

By  _____
(Authorized signature - sign in blue ink)

Name Margaret M. Shaffner

Title Co-Owner
(Print or Type)

Dated: _____

Address: 15-121 Kuna Street
Pahoa, HI 96778-8590

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 “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 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: Mark J. Westling Margaret M. Shaffner
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: Mark J. Westling Margaret M. Shaffner
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
N/A	

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
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 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 Directors 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 Directors 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.