

**Contract Number**

14-267 A1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Mill Street Properties, Incorporated
Contractor Representative	Joe Fuentes
Telephone Number	909-884-9477
Contract Term	6/1/2025 – 5/31/2028
Original Contract Amount	\$2,122,488
Amendment Amount	\$2,424,580
Total Contract Amount	\$4,547,068
Cost Center	7810001000
GRC/PROJ/JOB No.	62003210
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COUNTY and Mill Street Properties, Incorporated (LANDLORD) have previously entered into Lease Agreement, Contract No. 14-267 dated April 8, 2014, and, wherein LANDLORD leases certain premises, comprising a total of approximately 13,927 square feet to COUNTY, located at 201 & 237 W Mills Street, San Bernardino, CA, which Lease expired June 30, 2021 and has continued on a permitted month-to-month holdover; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease Contract No. 14-267 to reflect a permitted holdover for the period of July 1, 2021, through May 31, 2025, extend the term of the Lease by exercising the remaining 3-year option, adjust the rent schedule and update other terms and conditions of the Lease.

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 July 1, 2021, through May 31, 2025, at a monthly rate as reflected and set forth below:

Holdover Period	Monthly Rent	Total Payments
July 1, 2021 – November 31, 2021	\$27,158	\$135,790

December 1, 2021 – May 31, 2025	\$28,551	\$1,199,142
---------------------------------	----------	-------------

2. Effective as of June 1, 2025, pursuant to **Paragraph 6, OPTION TO EXTEND TERM**, exercise three-year option to extend term and 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 from the Initial Term of July 1, 2014 through June 30, 2021, for an additional three (3) years, commencing from June 1, 2025, and continuing through May 31, 2028 ("First Extended Term"). The Initial Term and the First Extended Term shall collectively be referred to as the Lease Term. No options remain.

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

4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears on the last day of each month, commencing when the First Extended Term commences and continuing during the First Extended Term, as more specifically reflected and included in the amounts set forth below:

Lease Year	Monthly Rent	Total Annual Payments
June 1, 2025 – May 31, 2026	\$29,386	\$352,632
June 1, 2026 – May 31, 2027	\$30,222	\$362,664
June 1, 2027 – May 31, 2028	\$31,196	\$374,352

4. Effective as of May 20, 2025, DELETE in its entirety the existing **Paragraph 54 USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 54., LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "F" – Levine Act Campaign Contribution Disclosure** attached and incorporated herein, which shall read as follows:

54. **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."

5. Effective June 1, 2025, DELETE in its entirety **Paragraph 55., SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS** and SUBSTITUTE therefore the following as a new **Paragraph 55., RESERVED:**

55. **RESERVED.**

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 First Amendment, the terms and conditions of this First Amendment shall control.

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

END OF FIRST 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

By _____
Deputy

Mill Street Properties, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Dorene Dominguez
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: 5/7/2025

Address 4540 Duckhorn Dr. Suite 100
Sacramento, CA 95834

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	►	► Lyle Ballard, Real Property Manager, RESD
Date _____	Date _____	Date _____



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: Mill Street Properties, Inc.

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: Dorene Dominguez

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
Vanir Construction Management, Inc.	Otherwise related entity

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Vanir Development Company, Inc	Joe Fuentes, Property Manager	

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):

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

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 within the prior 12 months, 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: Josie Gonzales

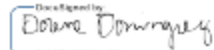
Name of Contributor: Vanir Construction Management, Inc.

Date(s) of Contribution(s): 6/24/24 and 10/21/24

Amount(s): \$500 and \$2500

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, Landlord certifies that the statements made herein are true and correct. Landlord understands that the individuals and entities 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 while this matter is pending and for 12 months after a final decision is made by the County.



Signature

Dorene Dominguez

Print Name

5/7/2025

Date

Mill Street Properties, Inc.

Print Entity Name, if applicable