



**Contract Number**

10-853 A2

**SAP Number**

### Regional Parks Department

<b>Department Contract Representative</b>	<u>Beahta R. Davis</u>
<b>Telephone Number</b>	<u>(909) 387-2340</u>
<b>Contractor</b>	<u>Crest Forest Senior Citizens' Club, Inc.</u>
<b>Contractor Representative</b>	<u>Rhea-Frances Tetley</u>
<b>Telephone Number</b>	<u>(909) 338-5036</u>
<b>Contract Term</b>	<u>September 1, 2010 -December 31, 2050</u>
<b>Original Contract Amount</b>	<u>\$3,600</u>
<b>Amendment Amount</b>	<u>\$30,000</u>
<b>Total Contract Amount</b>	<u>\$33,600</u>
<b>Cost Center</b>	<u>6522141000</u>
<b>Grant Number (if applicable)</b>	<u></u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 2 to CONTRACT NO. 10-853**

WHEREAS, San Bernardino County (COUNTY) and Crest Forest Senior Citizens' Club, Inc. (LESSEE) have entered into a Lease Agreement, County Contract No. 10-853 (LEASE) whereby the parties agreed to the conditions and terms under which the LESSEE is authorized to use of a portion of Lake Gregory Regional Park known as the Leisure Shores building located at 24658 San Moritz Drive in Crestline, and

WHEREAS, the LESSEE has provided notice to COUNTY of its intent to exercise its option under Section 1.B of the LEASE to extend the Term,

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

1. Paragraph 1. Term, Sections A and B, is hereby amended to read as follows:

- A. The term of the lease is extended through December 31, 2050, unless terminated sooner as herein provided.

- 2. Paragraph 7. Repairs and Maintenance is deleted in its entirety and replaced with the following:

Lessee agrees to maintain the Premises in a professional manner to industry standards acceptable to County. Lessee agrees to repair any non-structural damage to the Premises within ten (10) days of such damage, except that Lessee must perform its obligations immediately if the nature of the problem presents a hazard or emergency. If Lessee does not perform its obligations with the time limitations in this paragraph, County after giving Lessee at least ten (10) days advance notice except in an emergency/hazard, may perform the repairs and have the right to be reimbursed for the sum if reasonably expends (including charges for County employees and equipment).

Lessee further agrees that it will make no major repairs or maintenance to said Premises without, in each case, the consent of County having first been obtained, including, but not limited to, structural, electrical and plumbing modifications. Further, that in the event any major repairs or maintenance to the said Premises are made necessary for any reason whatsoever, Lessee will submit proposed repairs or maintenance along with any required plans and specifications to County for approval thereof. If County determines that the repairs and maintenance are acceptable, Lessee will hire and pay to the contractor all costs involved in the completion of the approved requests. County reserves the right for its authorized agents, employees, or representatives to enter the Premises during normal business hours and at the time of an emergency/hazard, to inspect the same or any part thereof and to attend or protect the County's interest under the lease. All work performed under this paragraph is subject to all of the conditions of Paragraph 5 IMPROVEMENTS AND ALTERATION. County agrees to repair any structural damage to the Premise, except damage legally caused by Lessee's negligence or breach of any duty.

County agrees to perform all maintenance and repairs to HVAC unit associated with lease.

- 3. ADD Paragraph 26.CC as follows:

26.CC Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment A – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), 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 Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor 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 Contract.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**All other terms and conditions of Contract No. 10-853 remain in full force and effect.**

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

**IN WITNESS WHEREOF**, San Bernardino County and the Lessee have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Crest Forest Senior Citizens' Club, Inc.

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

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

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

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

Name \_\_\_\_\_  
Rhea-Frances Tetley  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title \_\_\_\_\_  
*(Print or Type)*

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

Dated: \_\_\_\_\_  
PO Box 0317

Address \_\_\_\_\_  
Crestline, CA 92325-0317

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
\_\_\_\_\_  
Suzanne Bryant, Deputy County Counsel

Reviewed for Contract Compliance  
►  
\_\_\_\_\_  
Nicholas Miller, Administrative Supervisor I

Reviewed/Approved by Department  
►  
\_\_\_\_\_  
Beahtha R. Davis, Director, Regional Parks  
Department

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



# ATTACHMENT A

## 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.

**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 Contractor: Crest Forest Senior Citizens' Club, Inc.

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
n/a	n/a
n/a	n/a

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a	n/a	n/a
n/a	n/a	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	n/a	n/a
n/a	n/a	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	n/a
n/a	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 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: n/a

Name of Contributor: n/a

Date(s) of Contribution(s): n/a

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, 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 \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.