



Contract Number

01-443 A6

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Bear Valley Medical Business Center, LLC, a California limited liability company
Contractor Representative	Donald P. Brown
Telephone Number	(760) 241-5211 Ext. 228
Contract Term	03/1/2002 – 5/31/30
Original Contract Amount	\$4,412,216.00
Amendment Amount	\$1,993,433.81
Total Contract Amount	\$6,405,649.81
Cost Center	7810001000
GRC/PROJ/JOB No.	57001646
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 6

WHEREAS, San Bernardino County ("COUNTY"), as tenant and Bear Valley Business Center, LLC ("LANDLORD"), as landlord entered into a Lease Agreement No. 01-443 dated June 12, 2001, as amended by the First Amendment dated June 4, 2002, the Second Amendment dated May 5, 2009, the Third Amendment dated February 25, 2014, the Fourth Amendment dated April 5, 2016, the Fifth Amendment dated December 10, 2019 (collectively, the "Lease"), wherein LANDLORD agreed to lease certain real property to the COUNTY, which Lease expired on December 9, 2024; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a permitted holdover period from December 9, 2024 , through May 31, 2025, with the LANDLORD's consent, extend the lease term from June 1, 2025, through May 31, 2030 (the "Fourth Extended Term"), add one five-year option to extend the term of the Lease, and amend certain other terms and conditions of the Lease as more specifically set forth in this amendment ("Sixth Amendment").

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 month-to-month tenancy for the period from December 9, 2024, through May 31, 2025, in the total amount of \$159, 327.41

2. Effective as of June 1, 2025, 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 June 1, 2025, and expiring on May 31, 2030 (the "Fourth Extended Term").

3. Effective as of June 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. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears not later than the last day of each month, for the duration of the Fourth Extended Term, subject to increases of approximately three percent (3%) annual increases, as more specifically reflected and included in the amount set forth below:

June 1, 2025 thru May 31, 2026 - Monthly payments of \$28,792.68
June 1, 2026 thru May 31, 2027 - Monthly payments of \$29,680.56
June 1, 2027 thru May 31, 2028 - Monthly payments of \$30,568.44
June 1, 2028 thru May 31, 2029 - Monthly payments of \$31,456.32
June 1, 2029 thru May 31, 2030 - Monthly payments of \$32,344.20

The parties agree that use of parking spaces in the common area parking lots on the Property is at no additional cost to the COUNTY during this Fourth Extended Term or any future extended terms.

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 the County of San Bernardino's Electronic Procurement Network (ePRO) system at <https://epro.sbcounty.gov/epro/>.

4. Effective June 1, 2025, DELETE in its entirety the existing **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM**:

6. **OPTION TO EXTEND TERM:**

A. LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for monthly rent, for one (1) five-year period ("Extended Term") following the expiration of the Fourth Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 8., HOLDING OVER**. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

B. If the parties have been unable to agree upon the said fair market rental rate for the Premises within five (5) months of the COUNTY's notice to exercise an option for an extended term, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the fair market

rental rate is determined by arbitration, the COUNTY has the right to terminate the Lease by giving termination notice to the LANDLORD within thirty (30) days of being notified of the new fair market rental rate.

5. Effective May 20, 2025, ADD a new **Paragraph 54, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE and Exhibit "I" – 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 I" – 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. This Sixth 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 Sixth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Sixth 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 Sixth Amendment upon request.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

7. 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 Sixth Amendment, the terms and conditions of this Sixth Amendment shall control.

END OF SIXTH AMENDMENT.

SAN BERNARDINO COUNTY

BEAR VALLEY MEDICAL BUSINESS
CENTER, LLC, a California limited liability
company

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name Donald P. Brown

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

Title Managing Member

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

John Tubbs II, Deputy County Counsel

►

Date _____

►

Lyle Ballard, Real Property Manager, RESD

Date _____

EXHIBIT "I"



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:
Bear Valley Medical & Business Center , LLC

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:
Donald P. Brown

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):
None

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Lee & Associates	

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Lee & Associates	Elizabeth Brown	

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):
None		

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
None	

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: _____

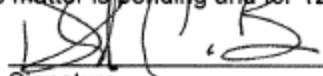
Name of Contributor: _____

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 this Amendment, 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

4/30/25
Date

DONALD P. BROWN
Print Name

BREA VALLEY MEDICAL BUSINESS CENTER LLC
Print Entity Name, if applicable