THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

08-1249 A5

SAP Number

Real Estate Services Department

Department Contract Representative Telephone Number	Terry W. Thompson, Director (909) 387-5000
Contractor	Victor Valley Hospital Acquisition,
	Inc. dba Victor Valley Global
	Medical Center
Contractor Representative	Marilyn Drone, CEO, Hospital
•	Operations
Telephone Number	(760) 245-8691
Contract Term	4/1/2009 – 11/30/2028
Original Contract Amount	\$1,244,964
Amendment Amount	\$583,212
Total Contract Amount	\$1,828,176,
Cost Center	7810001000
GRC/PROJ/JOB No.	65002311
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant and Victor Valley Hospital Acquisition, Inc., dba Victor Valley Global Medical Center ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 08-1249 dated December 16, 2008, as amended by the First Amendment dated March 11, 2014; the Second Amendment dated December 16, 2014, the Third Amendment dated March 28, 2017, and the Fourth Amendment dated March 10, 2020 (collectively, the "Lease") wherein LANDLORD leases certain premises known as 15247 Eleventh St, Victorville, CA 92395 as more specifically described in the Lease, which Lease expired on March 31, 2023; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a permitted holdover period from April 1, 2023, through November 30, 2025, with the LANDLORD's consent, extend the term of the lease by exercising one 3-year option, following said holdover, for the period from December 1, 2025, through November 30, 2028 (the "Fourth Extended Term"), and amend certain other terms and conditions of the Lease as more specifically set forth in this amendment ("Fifth Amendment").

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

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- 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 April 1, 2023, through November 30, 2025, in the total amount of \$267,264 calculated as \$8,352 per month.
- 2. Effective as of December 1, 2025, pursuant to **Paragraph 6, OPTION TO EXTEND TERM**, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for three (3) years from December 1, 2025 through November 30, 2028 (the Fourth Extended Term").
- 3. Effective as of December 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 no later than the last day of each month, commencing when the Fourth Extended Term commences and continuing for the duration of the Fourth Extended Term, as more specifically set forth below:

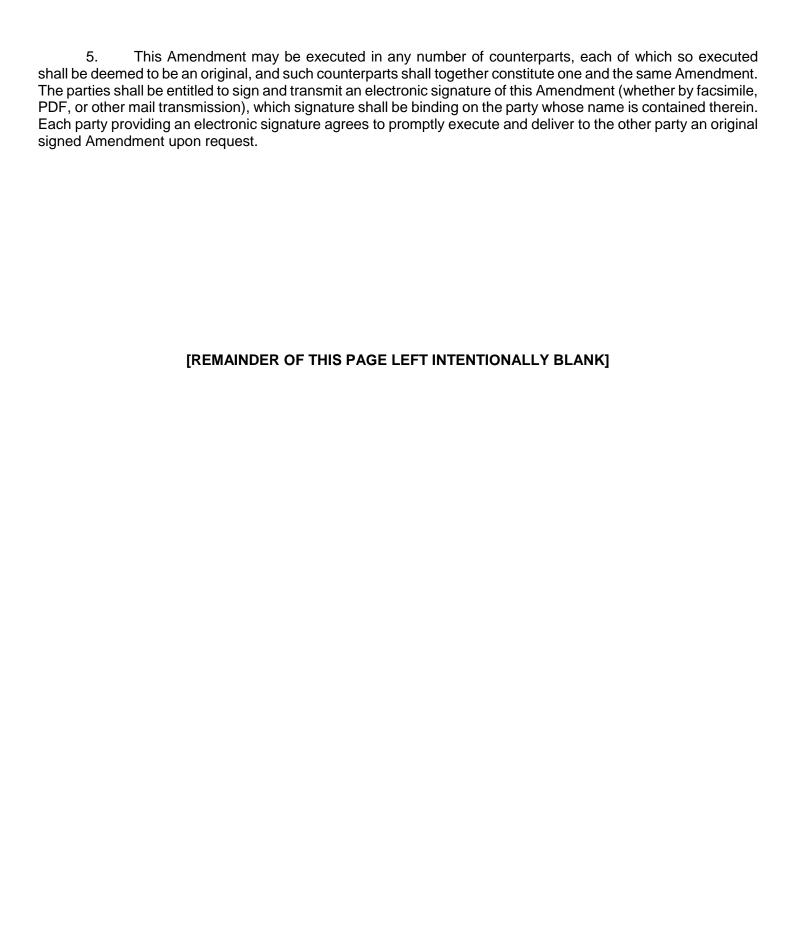
Lease Year	Monthly Rent	Total Annual Payments
December 1, 2025 - November 30, 2026	\$8,603	\$103,236
December 1, 2026 - November 30, 2027	\$8,775	\$105,300
December 1, 2027 - November 30, 2028	\$8,951	\$107,412

- 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 shall promptly comply with directions and accurately complete forms provided by COUNTY required to process ACH payments.
- 4. Effective as of November 18, 2025, DELETE in its entirety **Paragraph 55, RESERVED** and SUBSTITUTE therefore the following as a new **Paragraph 55, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "G", LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which shall read as follows:
 - "55. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE: LANDLORD has disclosed to the County using "Exhibit G" 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.

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

END OF FIFTH AMENDMENT.

SAN BERNARDINO COUNTY	Victor Valley Hospital Acquisition, Inc. dba Victor Valley Global Medical Center
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 Marilyn Drone Title Chief Executive Officer
Lynna Monell Clerk of the Board of Supervisors San Bernardino County	The Sinci Executive Officer
Ву	Dated: 15248 Eleventh Street
Deputy	Victorville, CA 92395

FOR COUNTY USE ONLY Approved as to Legal Form Point Tubbs II, Deputy County Counsel Date Date Date Reviewed for Contract Compliance Reviewed/Approved by Department John Gomez, Real Property Manager, RESD Date

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Exhibit "G" 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.

<u>Agent:</u> 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-subsidiary 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.

<u>Parent-Subsidiary Relationship:</u> 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.

Name of Landlord: Vally Vally Nospital Acquisition Inc. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)? Yes I f yes, skip Question Nos. 3-4 and go to Question No. 5					
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					
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): Kali Chaudhuri					
Name of any parent, subsid definitions above):	iary, or otherwise related entity for t	he entity listed in Question No. 1 (see			
Company Name		Relationship			
See attached					
6. Name of agent(s) of Landlor	d:				
Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)			
N/A					
awarded contract if the sub	contractor (1) actively supports the	that will be providing services/work under the a matter and (2) has a financial interest in the le County or board governed special district. 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 <u>and</u> (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 \$50 of Supervisors or other County elected officer in the individuals or entities listed in Question Nos	00, made to any member of the San Bernardino County Board nvolved with this Contract within the prior 12 months, by any of i. 1-8?
	No 💢	
	Yes If yes, please provide the contribution	information in Question 11.
10.	County Board of Supervisors or other elected of being considered?	ntribution of any amount to any member of the San Bernardino fficer involved with this Contract while award of this Contract is
	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 Supervisors 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 Supervisors 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.

Levine Act Campaign Disclosure - Exhibit G Question 5

Company Name

KPC Healthcare, Inc.

Orange County Global Medical Center, Inc. Anaheim Global Medical Center, Inc. South Coast Global Medical Center, Inc. Chapman Global Medical Center, Inc.

KPC Global Medical Centers, Inc.

KPC HQ, LLC

Relationship

subsidiary

subsidiary

subsidiary

subsidiary

subsidiary subsidiary

other related entity