



Contract Number

95-1020 A9

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Bailey Ave LLC
Contractor Representative	Armen Ghadimian
Telephone Number	(818) 381-2000
Contract Term	1/1/1996 - 3/31/2029
Original Contract Amount	\$473,415.00
Amendment Amount	\$71,478
Total Contract Amount	\$544,893.00
Cost Center	7810001000
GRC/PROJ/JOB No.	65000363
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, COUNTY and LANDLORD have previously entered into Lease Agreement No. 95-1020 dated November 28, 1995, as amended by the First Amendment dated October 3, 2000, as amended by the Second Amendment dated December 3, 2002, as amended by the Third Amendment dated December 6, 2005, as amended by the Fourth Amendment dated November 18, 2008, as amended by the Fifth Amendment dated November 1, 2011, as amended by the Sixth Amendment dated December 17, 2013, as amended by the Seventh Amendment dated December 15, 2015, and as amended by the Eighth Amendment dated January 1, 2021 (collectively, the "Lease"), wherein LANDLORD leases certain Premises comprising approximately 1,620 square feet located at 1406 Bailey Avenue, Suite D, Needles, CA, as the Premises more specifically set forth in the Lease, to the COUNTY for a term that expired on December 31, 2025; and has continued on a permitted month-to-month holdover; and

WHEREAS, Bailey Ave LLC, a California Limited Liability Company, represents and warrants to the COUNTY that on October 16, 2024, it acquired all right, title, and interest to the real property on which the Premises under the Lease is situated and the Lease from the Prior Landlord, and as such Bailey Ave. LLC, a California Limited Liability Company, as the successor-in-interest to the Landlord, shall hereinafter be referred to as "LANDLORD"; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect LANDLORD as the successor landlord under this Lease, reflect the holdover period from January 1, 2026 through March 31, 2026, with LANDLORD's express consent, to extend the term of the lease following said holdover from April 1, 2026

through March 31, 2029 by exercising the remaining one three-year option; to add one additional three-year option to extend the term, to adjust the rental rate schedule, and to amend certain other terms of the lease as more specifically set forth in this amendment ("Ninth Amendment").

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

1. Effective as of the date this amendment is fully executed by the Parties, DELETE in its entirety the existing **Paragraph 1, PARTIES**, and SUBSTITUTE therefore the following as a new **Paragraph 1, PARTIES**:

1. **PARTIES**: This lease ("Lease") is made between Bailey Ave LLC, a California Limited Liability Company ("LANDLORD"), as landlord, and San Bernardino County ("COUNTY"), as tenant, who agree on the terms and conditions contained in this Lease. LANDLORD hereby represents and warrants to COUNTY that LANDLORD is the legal owner with sole title to the Premises and the real property on which the Premises is situated and has the right to enter into this Lease without consent or approval from any other parties. In the event of a breach of the foregoing representation and warranty, COUNTY shall have the right to terminate this Lease with immediate effect upon written notice to LANDLORD and LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, contractors, agents, volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related to said breach LANDLORD's indemnity shall survive the expiration or earlier termination of this Lease.

2. Pursuant to paragraph 7, **HOLDING OVER**, COUNTY shall, with LANDLORD'S express consent granted herein, occupy the Premises on a holdover tenancy for the period from January 1, 2026 through March 31, 2026 at a monthly rental amount of \$1,766 per month for a total amount of \$5,298.

3. Effective April 1, 2026; pursuant to COUNTY's exercise of the existing extension option in **Paragraph 5 OPTION TO EXTEND TERM**, extend the term of the Lease as provided in **Paragraph 3 TERM**, for three (3) years from April 1, 2026, through March 31, 2029 (the "Ninth Extended Term")

4. Effective April 1, 2026. DELETE in its entirety the existing **Paragraph 4, RENT, Subsection a.**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT, Subsection a.**:

4. **RENT**:

a. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears on or before the last day of each month, commencing when the Ninth Extended Term commences and continuing during the Ninth Extended Term, subject to an approximately two percent (2%) annual increase, as more specifically reflected and included in the amounts set forth below:

April 1, 2026 to March 31, 2027 - monthly rental amount of \$1,802

April 1, 2027 to March 31, 2028 - monthly rental amount of \$1,838

April 1, 2028 to March 31, 2029 - monthly rental amount of \$1,875

5. Effective April 1, 2026, DELETE in its entirety the existing **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 5, OPTION TO EXTEND TERM**:

5. OPTION TO EXTEND TERM: LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent for one (1) three-year period ("extended term") following expiration of the then current term, by COUNTY giving notice to exercise the option to LANDLORD on or prior to the expiration of the then current term, or at any time during any holding over pursuant to Paragraph 7, **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 Premises in the County of

San Bernardino. If the parties have been unable to agree on the fair market rental rate within five (5) months of the COUNTY's exercise of its option, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration date of the current term of the Lease and the determination of fair market rental rate for the Premises by arbitration, COUNTY shall continue to pay the monthly rent for the Premises in effect for the month immediately preceding the expiration of the then current term of the Lease. If the fair market rental rate is determined by arbitration, and COUNTY does not, for any reason, agree with such determination, COUNTY shall have the right to terminate the lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY's receipt of the arbitration-determined fair market rental rate. In the event COUNTY does not terminate the Lease, COUNTY shall commence paying the arbitration-determined fair market rental rate and for the duration of the extended term. The parties agree to equally split the costs of arbitration filing, hearing, and arbitrator fee; all other costs for the arbitration, including, but not limited to, any attorney's fees shall be the sole responsibility of each party.

6. Effective as of the date this amendment is fully executed by the Parties, DELETE in its entirety the existing **Paragraph 24, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 24, NOTICES**:

24. NOTICES:

A. 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 served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, 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 upon the earlier of: (i) actual receipt if such notice is personally delivered; (ii) the date of delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested, provided that in all of the foregoing instances, any notices received after 5 pm local time on a business day shall be deemed delivered on the immediately following business day.

LANDLORD'S Address: Bailey Ave LLC
a California Limited Liability Company
6710 N 47th Ave.
Glendale, Az. 85301

COUNTY'S Address: San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

B. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises and the real property on which the Premises is situated to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of such a transfer of controlling interest, LANDLORD shall provide COUNTY with evidence of completion of transfer, including but not limited to a grant deed and an assignment of this Lease; in which case, the new property owner and COUNTY shall reflect by written amendment the new property owner as the successor landlord. In addition, the new property owner, as the successor landlord, shall, within five (5) days

of acquiring the subject real property and becoming the successor landlord, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 16, HOLD HARMLESS** and **Paragraph 17, INSURANCE**. The COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a COUNTY standard amendment to this Lease with any successor landlord solely for the purposes of reflecting the successor landlord as the LANDLORD under the Lease and to update the LANDLORD's notice address. The successor landlord's execution of such COUNTY standard amendment and submission of a valid W-9 are pre-requisites for Rents under this Lease to be paid to the successor landlord.

7. Effective as of the date this amendment is fully executed by the Parties, DELETE in its entirety the existing **Paragraph 46. RESERVED** and SUBSTITUTE therefore the following as a new **Paragraph 46, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "E", LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which shall read as follows:

"46. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE: LANDLORD has disclosed to the County using "Exhibit E – 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 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."

8. All other provisions and terms of this 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.

9. 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 Amendment. 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.

END OF NINTH AMENDMENT.

SAN BERNARDINO COUNTY

Bailey Ave LLC

(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 Armen Ghadimian
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Owner
(Print or Type)

By _____
Deputy

Dated: _____

Address 6710 N. 47th Ave
Glendale, AZ. 85301

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 "E"

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.

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: Bailey Ave LLC
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: Armen Ghadimian
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 Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
AVA GROUP LLC	ARMIN ISSAEI	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

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

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 Contractor 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 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.