



Contract Number

94-1191 A7

SAP Number

Real Estate Services Department

Department Contract Representative Terry W. Thompson, Director
Telephone Number (909) 387-5000

Contractor Carol E. Bell, Trustee of the RF Smith and CE Smith Living Trust-Marital Deduction Trust and Carol E. Bell, Trustee of the Carol E. Bell Family Trust of 2009
Contractor Representative Carol E. Bell, Trustee
Telephone Number 760-774-9601
Contract Term 10/17/1994-4/30/2031
Original Contract Amount \$1,454,180.40
Amendment Amount \$404,988.00
Total Contract Amount \$1,859,168.40
Cost Center 7810001000
GRC/PROJ/JOB No. 5900 1051
Internal Order No.
Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Carol E. Bell, Trustee of the RF Smith and CE Smith Living Trust-Marital Deduction Trust and Carol E. Bell, Trustee of the Carol E. Bell Family Trust of 2009 (collectively, the "LANDLORD"), as landlord, entered into Lease Agreement Contract No. 94-1191 dated November 22, 1994, as amended by the First Amendment dated July 13, 1999, the Second Amendment dated January 6, 2004, the Third Amendment dated November 20, 2007, the Fourth Amendment dated October 4, 2011, the Fifth Amendment dated September 26, 2017, and as amended by the Sixth Amendment dated April 20, 2021 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 71405 and 71409 Twentynine Palms Highway, Twentynine Palms, CA 92277, as more specifically described in the Lease, to the COUNTY for a term that is set to expire on April 30, 2026; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease for the period of May 1, 2026, through April 30, 2031, through the County's exercise of one of the three existing five (5) year extension options, adjust the rental rate schedule, and amend other terms of the Lease as more specifically set forth in the amendment ("Seventh Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Effective May 1, 2026, pursuant to COUNTY's exercise of an existing five-year extension option in **Paragraph 5, OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 3, TERM** and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM** which shall read as follows:

3. **TERM:** The term of the Lease is extended for five (5) years for the period of May 1, 2026, through April 30, 2031 (the "**Seventh Extended Term**").

2. Effective May 1, 2026, DELETE in its entirety, **Paragraph 4.A, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A, RENT**, which shall read as follows:

4. **RENT:**

A. COUNTY shall pay to LANDLORD in arrears on or before the last day of each calendar month during the Seventh Extended Term, increasing by approximately 3% annually, the Total Monthly Rent for the Premises in accordance with the rent schedule below but subject to any deductions, offsets, and adjustments that are permitted under the Lease. Total Monthly Rent for the Premises during any partial calendar month during the Lease Term shall be pro-rated based on the actual number of days the Premises is occupied by COUNTY in said month. LANDLORD agrees to accept all Monthly Rent for the Premises and other payments due from COUNTY to LANDLORD under the Lease via electronic payments directly deposited to LANDLORD's designated bank account. LANDLORD shall complete any and all COUNTY standard forms and provide all information required by COUNTY to process such electronic payments.

Lease Year	Monthly Rent
May 1, 2026 – April 30, 2027	\$6,357.00
May 1, 2027 – April 30, 2028	\$6,548.00
May 1, 2028 – April 30, 2029	\$6,744.00
May 1, 2029 – April 30, 2030	\$6,946.00
May 1, 2030 – April 30, 2031	\$7,154.00

3. Effective April 21, 2026, ADD in its entirety **Paragraph 44, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "B" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new Paragraph 44 shall read as follows:

44. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LANDLORD has disclosed to the COUNTY using Exhibit "B" – 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.

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

5. 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 Seventh Amendment, the terms of this Seventh Amendment shall control.

END OF SEVENTH AMENDMENT.

SAN BERNARDINO COUNTY

CAROL E. BELL, TRUSTEE OF THE RF SMITH AND CE SMITH LIVING TRUST – MARITAL DEDUCTION TRUST AND CAROL E. BELL, TRUSTEE OF THE CAROL E. BELL FAMILY TRUST OF 2009

►

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 Carol E. Bell

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Trustee of the RF Smith and CE Smith Living Trust-Marital Deduction Trust

By _____
Deputy

Dated: _____

Address 1681 Krahl Rd, Valley View, TX 76272
c/o Carol Bell 5149 Brogden Rd.,
Smithfield, NC 27577

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

Name Carol E. Bell

Title Trustee of the Carol E. Bell Family Trust of 2009

Dated: _____

Address 1681 Krahl Rd, Valley View, TX 76272
c/o Carol Bell 5149 Brogden Rd.,
Smithfield, NC 27577

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

▶

John Tubbs II, Deputy County Counsel

▶

Date _____

▶

John Gomez, Real Property Manager, RESD

Date _____

Date _____

Date _____



EXHIBIT B

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: Carol E. Bell, Trustee, RFSmith CE Smith Living Trust + MDT and Carol E Bell Family Trust
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	

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
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		

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 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 Landlord 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.