

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



ORIGINAL

Contract Number

05-941 A5

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Cooley Court, LLC
Contractor Representative	Donald Kaplan
Telephone Number	310-264-9933
Contract Term	9/1/2006 – 8/31/2030
Original Contract Amount	\$6,178,256
Amendment Amount	\$3,429,906
Total Contract Amount	\$9,608,162
Cost Center	7810001000
GRC/PROJ/JOB No.	57001908
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant and Cooley Court, LLC ("LANDLORD"), as landlord entered into a Lease Agreement No. 05-941 dated September 20, 2005, as amended by the First Amendment dated November 7, 2006, the Second Amendment dated April 1, 2008, the Third Amendment dated October 4, 2016, and the Fourth Amendment dated November 17, 2020 (collectively, the "Lease"), wherein LANDLORD agreed to lease certain real property to the COUNTY, which Lease expired on January 31, 2024; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect a nineteen (19) month permitted holdover period from February 1, 2024, through August 31, 2025, with the LANDLORD's consent, extend the lease term from September 1, 2025, through August 31, 2030 (the "Third 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:

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 February 1, 2024, through August 31, 2025, in the total amount of \$658,806 calculated as \$34,674 per month.

2. Effective as of September 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) additional years, from September 1, 2025, through August 31, 2030 (the "Third Extended Term").

3. Effective as of September 1, 2025, DELETE in its entirety the existing **Paragraph 4.a, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.a, 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 Third Extended Term, subject to increases of approximately four percent (4%) annual increases, as more specifically reflected and included in the amount set forth below:

September 1, 2025, through August 31, 2026 - Monthly payments of \$42,635
September 1, 2026, through August 31, 2027 - Monthly payments of \$44,340
September 1, 2027, through August 31, 2028 - Monthly payments of \$46,114
September 1, 2028, through August 31, 2029 - Monthly payments of \$47,959
September 1, 2029, through August 31, 2030 - Monthly payments of \$49,877

4. Effective as of August 19, 2025, AMEND **Paragraph 25, NOTICES, LANDLORD'S address**, which shall read as follows:

LANDLORD's address: Cooley Court, LLC
15303 Ventura Blvd
Bldg. C, Suite 880
Sherman Oaks, CA 91403

5. Effective as of August 19, 2025, ADD in its entirety **Paragraph 55, LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE** and **EXHIBIT "H", LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE** incorporated and attached herein, which shall read as follows:

"55. **LEVINE ACT CAMPAIGN CONTRIBUTIONS DISCLOSURE:** LANDLORD has disclosed to the County using "Exhibit H" – LEVINE ACT CAMPAIGN CONTRIBUTIONS 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 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 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 Amendment upon request.

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

END OF FIFTH AMENDMENT.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 19 2025

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

By *[Signature]*



COOLEY COURT, LLC

By ► *[Signature]*

(Authorized signature - sign in blue ink)

Name Donald Kaplan

Title Manager

Dated: *July 25, 2025*

FOR COUNTY USE ONLY

Approved as to Legal Form

► *John Tubbs II*
John Tubbs II, Deputy County Counsel

Date 7-23-25

Reviewed for Contract Compliance

► _____
Date _____

Reviewed/Approved by Department

► *[Signature]*
Terry Thompson, Director, RESD

Date 9/13/25



Exhibit "H"

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: Cooley Court 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: Donald Kaplan

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):

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

Company Name	Relationship

6. Name of agent(s) of Landlord:

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

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):

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 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 Amendment, 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 Amendment, while award of this Amendment 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 Amendment, while award of this Amendment is being considered and for 12 months after a final decision by the County.