



Contract Number

16-971 A4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Spring Valley Lake Association
Contractor Representative	Alfred Logan
Telephone Number	(760) 245-9756
Contract Term	02/01/2017 – 6/30/2027
Original Contract Amount	\$8.17
Amendment Amount	\$2.25
Total Contract Amount	\$10.42
Cost Center	4434501000
GRC/PROJ/JOB No.	3300 3662
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, and Spring Valley Lake Association, ("LANDLORD"), as landlord, and San Bernardino County ("COUNTY"), as tenant, entered into Lease Agreement, Contract No. 16-971 dated December 20, 2016, as amended by the First Amendment dated December 18, 2018, the Second Amendment dated December 8, 2020, and the Third Amendment dated March 14, 2023 (collectively the "Lease"), wherein the LANDLORD leases certain premises comprising approximately 450 square feet located at 12975 Rolling Ridge Drive, Victorville, CA, to COUNTY, for a term that expired on March 31, 2025, and has continued on a permitted month-to-month holdover; and;

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of two years for the period of July 1, 2025 through June 30, 2027, by exercising the COUNTY's existing two-year option to extend, adjust the rental rate schedule, add one (1) two-year option to extend, and amend certain other terms of the Lease as set forth in this amendment (the "Fourth 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. Pursuant to Lease **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of April 1, 2025 through June 30, 2025, in the total amount of \$0.25, which is calculated at an annual rate of \$1.00 pro-rata for said three (3) month holdover period.

2. Effective July 1, 2025, pursuant to the COUNTY's exercise of the existing two-year extension option in **Paragraph 6, OPTION TO EXTEND TERM**, 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 a period of two (2) years commencing on July 1, 2025 and expiring June 30, 2027 ("Fourth Extended Term"), unless earlier terminated in accordance with the Lease.

3. Effective July 1, 2025, DELETE 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 annual rental payments for the Premises in advance on each July 1 during the Fourth Extended Term of the Lease:

July 1, 2025 – June 30, 2026 – annual rent payment of \$1.00

July 1, 2026 – June 30, 2027 – annual rent payment of \$1.00

4. Effective July 1, 2025, DELETE in its entirety **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore a new **Paragraph 6, OPTION TO EXTEND TERM**, which shall read as follows:

6. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions for one (1) two-year period ("extended term") following expiration of the Fourth Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD on or prior to the expiration of the Third Extended Term or during any holding over pursuant to **Paragraph 8., HOLDING OVER**.

5. Effective June 10, 2025, ADD **Paragraph 53, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "G" – Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 53, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** shall read as follows:

53. **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.

6. This Fourth 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 Fourth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fourth 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 Fourth 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 Fourth Amendment, the terms of this Fourth Amendment shall control.

END OF FOURTH AMENDMENT.

SAN BERNARDINO COUNTY

SPRING VALLEY LAKE ASSOCIATION,
a California non-profit corporation

►

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 Alfred Logan

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title General Member

By _____
Deputy

Dated: _____

12975 Rolling Ridge Drive

Victorville, CA 92392

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	► _____	► Terry W. Thompson, Director, RESD
Date _____	Date _____	Date _____



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.

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: **SVLA**

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 ☒ **501(c)(4)**

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): **N/A**

Company Name	Relationship

6. Name of agent(s) of Landlord: **N/A**

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):
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	

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: N/A

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 below, 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

Alfred Logan
Print Name

6/3/2025
Date

Spring Valley Lake Association
Print Entity Name, if applicable