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



#### **Contract Number**

98-423 A10

**SAP Number** 

## **Real Estate Services Department**

**Department Contract Representative** Terry W. Thompson, Director **Telephone Number** (909) 387-5000 Contractor John R. Hosman, LLC John R. Hosman, Member **Contractor Representative Telephone Number** (760) 333-1889  $9/1/1998 - 10/\overline{31/2026}$ Contract Term **Original Contract Amount** \$550,968 **Amendment Amount** \$61,560.00 **Total Contract Amount** \$612,528 **Cost Center** 7810001000 6500 1342 GRC/PROJ/JOB No.

#### IT IS HEREBY AGREED AS FOLLOWS:

**Grant Number (if applicable)** 

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and John R. Hosman, LLC ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 98-423 dated June 16, 1998, as amended by the First Amendment dated November 18, 2003, the Second Amendment dated August 16, 2005, the Third Amendment dated August 7, 2007, the Fourth Amendment dated July 14, 2009, the Fifth Amendment dated July 10, 2012, the Sixth Amendment dated August 25, 2015, the Seventh Amendment dated October 16, 2018, the Eighth Amendment dated October 8, 2019, and the Ninth Amendment dated October 31, 2021 (collectively the "Lease"), wherein LANDLORD leases certain premises located at 6527 Desert Queen Avenue, Twentynine Palms, CA, as more specifically described in the Lease, to the COUNTY for a term that expired on October 31, 2024; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of one (1) year from November 1, 2025, through October 31, 2026, update the rental rate schedule, and amend certain other terms of the Lease as set forth in this amendment (the "Tenth 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 November 1, 2024, through October 31, 2025, in the total amount of \$30,240 calculated as \$2,520 per month.

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- 2. Effective November 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 is extended for one (1) year for the period of November 1, 2025, through October 31, 2026. ("Ninth Extended Term").
- 3. Effective November 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 monthly rental payments in arrears on the last day of each month, commencing when the Ninth Extended Term commences, the amounts as specifically set forth below:

Lease Year	Monthly Rent
November 1, 2025 – October 31, 2026	\$2,610.00

- 4. Effective October 21, 2025, ADD Paragraph 55, Levine Act Campaign Contribution Disclosure and Exhibit "D" Levine Act Campaign Contribution Disclosure incorporated and attached herein, which new Paragraph 55, Levine Act Campaign Contribution Disclosure shall read as follows:
  - 55. Levine Act Campaign Contribution Disclosure: LANDLORD has disclosed to the COUNTY using Exhibit "D" 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.

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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6. 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 Tenth Amendment, the terms of this Tenth Amendment shall control.

### **END OF TENTH AMENDMENT.**

SAN BERNARDINO COUNTY	JOHN R. HOSMAN, LLC
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 JOHN R. HOSMAN
Lynna Monell Clerk of the Board of Supervisors San Bernardino County	
ByDeputy	Dated:

FOR	COUNTY	LISE	ONI Y
FUR	COUNT	USE	CINL

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<b>&gt;</b>	<b>•</b>	<b>&gt;</b>
John Tubbs II, Deputy County Counsel		John Gomez, Real Property Manager, RESD
Date	Date	Date

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# ATTACHMENT D 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.

<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.

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1.	Name of Landlord:	has a Hasman	tion under Internal Revenue Code section 501(c)(3)?
2.	Is the entity listed in Question	No.1 a nonprofit organiza	tion under Internal Revenue Code section 501(c)(3)?
	Yes ☐ If yes, skip Question		
3.	Name of Principal (i.e., CEO/ matter and has a financial int	President) of entity listed in erest in the decision:	n Question No. 1, if the individual actively supports the hn R Hosman Sole Member
		tion No.1 is a corporation	held by 35 or less shareholders, and not publicly
5.	definitions above): ///	A	atity for the entity listed in Question No. 1 (see
	Company N	lame	Relationship
6.	Name of agent(s) of Contrac	tor: N/R Agent(s	
			(if less than 12 months prior)
7.	awarded contract if the subo	contractor (1) actively supp	ent(s)) that will be providing services/work under the ports the matter <u>and</u> (2) has a financial interest in the that the County or board governed special district.
9	Company Name	Subcontractor(s):	Principal and/or Agent(s):
	NA		
	/		
8.			isted in Questions 1-7, but who may (1) actively suppor ve a financial interest in the outcome of the decision:
	Company Na	ame	Individual(s) Name
	N/A		

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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 1st 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.

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