



Contract Number
10-200 A-4

SAP Number

Real Estate Services Department

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

Contractor	<u>Hope Through Housing Foundation</u>
Contractor Representative	<u>Gregory Bradband,</u>
Telephone Number	<u>(909) 204-3426</u>
Contract Term	<u>4/1/2010 – 1/31/2027</u>
Original Contract Amount	<u>\$454,960.00</u>
Amendment Amount	<u>\$212,962.00</u>
Total Contract Amount	<u>\$667,922.00</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB NO.	<u>59002714</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County as (“COUNTY”) and Hope Through Housing Foundation as landlord (“LANDLORD”) have previously entered into Lease Agreement No. 10-200 dated April 13, 2010, as amended by the First Amendment dated January 8, 2013, the Second Amendment dated March 3, 2015 and the Third Amendment dated February 12, 2019, (collectively “the Lease”) wherein LANDLORD leases certain real property to COUNTY, located at 17251 Dante Street, Victorville, CA which Lease expired on February 28, 2022 and has continued on a permitted month-to-month holder; and,

WHEREAS, COUNTY and LANDLORD desire now to amend the Lease to reflect a twenty-three month permitted holdover, extend the Lease following said permitted holdover, the term of the lease through January 31, 2027, adjust the rental rate and amend certain other terms of the Lease as more specifically set forth in this amendment (“Fourth Amendment”); and,

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

1. Pursuant to **Paragraph 8., HOLDING OVER**, the COUNTY, with LANDLORD’s express consent granted herein, occupy the Premises on a holdover tenancy for the period of March 1, 2022 through January 31, 2024 at a monthly holdover rental amount of \$3,482.00 per month for a TOTAL HOLDOVER RENT amount of \$80,086.00.

2. Effective February 1, 2024, pursuant to COUNTY's exercise of its third (3rd) of three (3) three-year options to extend the term of the Lease set forth 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**, which shall read as follows:

"3. **TERM:** The term of the Lease shall be extended for three years, commencing on February 1, 2024 and ending on January 31, 2027 ("Third Extended Term")."

3. Effective February 1, 2024; DELETE in its entirety the existing **Paragraph 4.A., RENT**, and SUBSTITUTE therefore a new **Paragraph 4.A., RENT**, which shall read as follows:

"4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month commencing on February 1, 2024 and continuing during the Third Extended Term.

February 1, 2024 through January 31, 2025 – monthly rental payments of \$3,583.00

February 1, 2025 through January 31, 2026 – monthly rental payments of \$3,691.00

February 1, 2026 through January 31, 2027 – monthly rental payments of \$3,799.00"

4. Effective February 1, 2024, DELETE in its entirety **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM**, which shall read as follows:

"6. **OPTION TO EXTEND TERM:**

A. COUNTY shall have the Option to Extend Lease Term as to the Premises or any portion thereof for one additional term of three years on the same terms and conditions as the Lease, except the Monthly Rent for the Premises. To exercise Option Terms, COUNTY shall provide LANDLORD with written notice at any time on or prior to the expiration or earlier termination of the then current Lease Term or during any Holdover Period (as later defined).

B. The Monthly Rent for the Premises during each Option Term shall be adjusted by good faith negotiation of the Parties to the fair market monthly rental rate then prevailing based on the monthly rental rent ("FMV Rent") of comparable leased premises in the County of San Bernardino. If the Parties have been unable to agree on the FMV Rent for the Premises within five (5) months of COUNTY's exercise of its option, said FMV Rent shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then current Lease Term and the determination of the Monthly Rent for the Premises by arbitration, COUNTY shall continue to pay the Monthly Rent for the Premises in the amount due for the month immediately preceding expiration of the then current Lease Term. If the FMV Rent for the Premises 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 FMV Rent. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined FMV Rent for the month immediately following COUNTY's receipt of said rate determination and for the duration of the subject Option Term."

5. Effective February 1, 2024, ADD a new **Paragraph 57, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 143)**, and **Exhibit "F", Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which said Paragraph 57 shall read as follows:

"57. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LANDLORD has disclosed to the County using "Exhibit F" – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 \$250 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 \$250 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. 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 and conditions of this Fourth Amendment shall control.

7. 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 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 Fourth Amendment upon request.

END OF FOURTH AMENDMENT

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SAN BERNARDINO COUNTY

► _____
Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

B
y _____
Deputy

**LESSOR: HOPE THROUGH HOUSING
FOUNDATION**

(Print or type name of corporation, company, contractor, etc.)

B
y ► _____
(Authorized signature - sign in blue ink)

Name Gregory Bradbard
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 9421 Haven Avenue

_____ Rancho Cucamonga, CA 91730

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

► _____
Lyle Ballard, Real Property Manager, RESD

Date _____



EXHIBIT "F"

Campaign Contribution Disclosure (Senate Bill 1439)

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: *Hope Through Housing Foundation*

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

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:

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
<i>N/A</i>	

6. Name of agent(s) of LANDLORD:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<i>N/A</i>		

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):
<i>N/A</i>		

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
<i>N/A</i>	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, 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: _____

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, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 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

GREGORY BRADY

Print Name

Date

10/18/23
Hope Through Housing Foundation

Print Entity Name, if applicable