



ORIGINAL

Contract Number

08-1163 A5

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Running Springs Water District
Contractor Representative	Ryan Gross, General Manager
Telephone Number	909-867-2766
Contract Term	11/18/2008 – 5/31/28
Original Contract Amount	\$170,239.00
Amendment Amount	\$45,551.00
Total Contract Amount	\$215,790.00
Cost Center	7810001000
GRC/PROJ/JOB No.	6000-2523
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Running Springs Water District ("LANDLORD"), as landlord, have entered into Lease Agreement Contract No. 08-1163 dated November 18, 2008, as amended by the First Amendment dated December 17, 2013, the Second Amendment dated October 6, 2015, the Third Amendment dated October 17, 2017, and the Fourth Amendment dated October 22, 2019 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at real property in Running Springs, CA, as more specifically described in the Lease for a term that expired October 31, 2024; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease for the period of June 1, 2025 through May 31, 2028, through the County's exercise of the existing three (3) year extension option; adjust the rental rate schedule, add one (1) five-year option to extend, and amend other terms of the Lease as more specifically set forth in the amendment ("Fifth 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 7, 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 May 31, 2025, in the total amount of \$7,175.

2. Effective June 1, 2025, pursuant to the exercise of the three-year option to extend under **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 an additional three (3) years for the period of June 1, 2025 through May 31, 2028 (the "**Fifth Extended Term**").

3. Effective June 1, 2025, DELETE in its entirety, **Subparagraph a. of Paragraph 4., RENT**, and SUBSTITUTE therefore the following as a new **Subparagraph a. of Paragraph 4., RENT**, which shall read as follows:

4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month during the Fifth Extended Term, subject to annual increases as set forth below:

Lease Year	Monthly Rent
June 1, 2025, thru May 31, 2026	\$1045.00
June 1, 2026, thru May 31, 2027	\$1066.00
June 1, 2027, thru May 31, 2028	\$1087.00

4. Effective June 1, 2025, DELETE in its entirety the existing **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 5, OPTION TO EXTEND TERM**, which shall read as follows:

5. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY one (1) five-year option to extend the term of the Lease on the same provisions and conditions as existed as the expiration of the then current term, except for the monthly rent following expiration of Fourth Extended Term, by COUNTY giving notice to exercise the option to LANDLORD on or prior to the expiration of the then current term or at any time during any holding over pursuant to **Paragraph 7, HOLDING OVER**. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

5. Effective May 20, 2025, ADD **Paragraph 51, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "D" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new Paragraph 51 shall read as follows:

51. 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.

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

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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 Fifth Amendment, the terms of this Fifth Amendment shall control.

END OF FIFTH AMENDMENT.

SAN BERNARDINO COUNTY

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

Dated: MAY 20 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



RUNNING SPRINGS WATER DISTRICT

By ► *Ryan Gross*
(Authorized signature - sign in blue ink)

Name Ryan Gross

Title Owner

Dated: 5/12/2025

Address P.O. Box 2206
Running Springs, CA 92382

FOR COUNTY USE ONLY

Approved as to Legal Form
► *John Tubbs II*
John Tubbs II, Deputy County Counsel
Date 5-12-25

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *Terry W. Thompson* *BR*
Terry W. Thompson, Director, RESD
Date 5/13/25



EXHIBIT "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 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: Running Springs Water District									
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)? Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No <input checked="" type="checkbox"/>									
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> 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):									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 5px;">Company Name</th> <th style="width: 50%; padding: 5px;">Relationship</th> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>	Company Name	Relationship							
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6. Name of agent(s) of Landlord:									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%; padding: 5px;">Company Name</th> <th style="width: 33%; padding: 5px;">Agent(s)</th> <th style="width: 34%; padding: 5px;">Date Agent Retained (if less than 12 months prior)</th> </tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> </table>	Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)						
Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)							
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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district:									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%; padding: 5px;">Company Name</th> <th style="width: 33%; padding: 5px;">Subcontractor(s):</th> <th style="width: 34%; padding: 5px;">Principal and/or Agent(s):</th> </tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> </table>	Company Name	Subcontractor(s):	Principal and/or Agent(s):						
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 <u>and</u> (2) have a financial interest in the outcome of the decision:									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 5px;">Company Name</th> <th style="width: 50%; padding: 5px;">Individual(s) Name</th> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>	Company Name	Individual(s) Name							
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 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: _____


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

Ryan Gross, General Manager

Print Name

5/12/2025

Date

Running Springs Water District

Print Entity Name, if applicable