

**Contract Number**

15-643 A-4

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Inland Empire Autism Spectrum Disorder Assessment Center of Excellence
Contractor Representative	Zachary Ginder, Executive Director
Telephone Number	(818) 263-2809
Contract Term	1/1/2016 – 12/31/2028
Original Contract Amount	\$1,231,692.00
Amendment Amount	\$362,100
Total Contract Amount	\$1,593,792
Cost Center	7812001000
GRC/PROJ/JOB No.	89003415

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as lessor, and the Inland Empire Autism Spectrum Disorder Assessment Center of Excellence ("LESSEE"), as lessee, have previously entered into Lease Agreement, Contract No. 15-643 dated August 25, 2015, as amended by the First Amendment dated December 15, 2015, the Second Amendment dated June 28, 2016, and the Third Amendment dated December 6, 2022, (collectively the "Lease"), wherein LESSEE agreed to lease certain premises comprising approximately 5,109 square feet of County-owned office space located at 1499 S. Tippecanoe Avenue in San Bernardino, as more specifically set forth in the Lease, for a term that is currently scheduled to expire on December 31, 2025; and,

WHEREAS, the COUNTY and LESSEE now desire to amend the Lease to extend the term of the Lease for three (3) years from January 1, 2026, through December 31, 2028, due to the LESSEE's exercise of an existing option to extend the term of the Lease, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Fourth Amendment").

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

1. Effective January 1, 2026, pursuant to the LESSEE's exercise of its option in **Paragraph 6, OPTION TO EXTEND TERM**, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for three (3) years from January 1, 2026, through December 31, 2028 (the "Third" Extended Term").

2. Effective January 1, 2026, 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. LESSEE shall pay to COUNTY the following monthly rental payments in advance on the first day of each month, commencing when the Third Extended Term commences, continuing during the Third Extended Term, subject to an approximate two percent (2%) annual increase, as more specifically reflected and included in the amounts set forth below:

January 1, 2026, to December 31, 2026 – monthly rental amount of \$9,860.00
January 1, 2027, to December 31, 2027 – monthly rental amount of \$10,057.00
January 1, 2028, to December 31, 2028 – monthly rental amount of \$10,258.00

3. Effective December 16, 2025, ADD **Paragraph 52, Levine Act Campaign Contribution Disclosure** and **Exhibit “D” – Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 52, Levine Act Campaign Contribution Disclosure** shall read as follows

52. Levine Act Campaign Contribution Disclosure:

LESSEE 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 LESSEE’s proposal to the COUNTY, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. LESSEE acknowledges that under Government Code section 84308, LESSEE 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 LESSEE 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 LESSEE or by a parent, subsidiary or otherwise related business entity of LESSEE.

4. 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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

5. 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 provisions and terms of this Fourth Amendment shall control.

END OF FOURTH AMENDMENT.

SAN BERNARDINO COUNTY

**INLAND EMPIRE AUTISM SPECTRUM
DISORDER ASSESSMENT CENTER OF
EXCELLENCE**

►

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 Zachary Ginder, Executive Director

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

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

►

John Gomez, Real Property Manager, RESD

Date _____



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.

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.

Lessee must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Lessee:

Inland Empire Autism Spectrum Disorder Assessment Center of Excellence

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: 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):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

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

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 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 Lessee 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: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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, Lessee certifies that the statements made herein are true and correct. Lessee 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. Lessee 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.