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

SAN BERNARDINO COUNTY

Contract Number

05-217 A5

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Yucaipa Valley Historical Society
Contractor Representative	Sahara Quinn, President
Telephone Number	909-557-3018
Contract Term	4/6/2005 – 8/31/2031
Original Contract Amount	$0.00
Amendment Amount	$0.00
Total Contract Amount	$0.00
Cost Center	6510001000
GRC/PROJ/JOB No.	31002089

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, San Bernardino County ("COUNTY") and Yucaipa Valley Historical Society ("TENANT") entered into Lease Agreement No. 05-217 dated April 5, 2005, as amended by the First Amendment dated March 24, 2009, the Second Amendment dated August 4, 2009, the Third Amendment dated May 19, 2015, and the Fourth Amendment dated August 24, 2021 (collectively, the "Lease"), wherein TENANT leases certain premises comprising of approximately 5,100 square feet of office space and exhibit space within the entirety of a building commonly known as the Mousley Museum of Yucaipa History and exterior grounds and parking all situated on COUNTY-owned property located at 35308 Panorama Drive in Yucaipa to the TENANT, and;

WHEREAS, the COUNTY and TENANT now desire to amend the Lease to extend the Lease term from September 1, 2026, through August 31, 2031, confirm that no rent shall be due during the extended term, revise the premises leased and Memorandum of Understanding; as further described in Exhibit A, (iv) add one five-year option to extend the term, 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:

Effective September 1, 2026, DELETE in its entirety the existing **Paragraph 1, PREMISES LEASED and EXHIBIT "A" Memorandum of Understanding**, and SUBSTITUTE therefore the following as a new **Paragraph 1, PREMISES LEASED, and Exhibit "A" Museum Stewardship and Operational Standards** incorporated and attached herein, which new **Paragraph 1** shall read as follows**:**

1. **PREMISES LEASED:** COUNTY leases to TENANT and TENANT leases from COUNTY approximately 5,100 square feet of office and exhibit space, approximately 7,362 square feet of parking area, and approximately 23,170 square feet of grounds for a total of 35,632 square feet of leased premises at the County-owned property located at 35308 Panorama Drive in Yucaipa ("Premises"), commonly known as the Mousley Museum of Yucaipa History, and related grounds, as further described in Exhibit "A", Museum Stewardship and Operational Standards, incorporated herein by this reference.

2. Effective September 1, 2026, DELETE in its entirety the existing **Paragraph 2, TERM** and SUBSTITUTE therefore the following as new **Paragraph 2, TERM**:

2**. TERM:** The term of the Lease is extended for five (5) years, for the period of September 1, 2026, through August 31, 2031 ("the Fourth Extended Term").

3. Effective September 1, 2026, DELETE in its entirety the existing **Paragraph 3, RENT** and SUBSTITUTE therefore the following as new **Paragraph 3, RENT**:

3**. RENT:** TENANT shall pay no monetary rent to COUNTY.

4. Effective September 1, 2026, DELETE the existing **Paragraph 4, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as new **Paragraph 4, OPTION TO EXTEND TERM**:

4. **OPTION TO EXTEND TERM:** COUNTY gives TENANT the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for one (1) additional five-year period following the expiration of the Fourth Extended Term, by TENANT giving notice of its intention to exercise the option to COUNTY prior to the expiration of the preceding term.

5. Effective September 1, 2026, DELETE the existing **Paragraph 18, NOTICES**, and SUBSTITUTE therefore the following as new **Paragraph 18, NOTICES**:

18. **NOTICES**: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person, including notices under the California unlawful detainer statutes, shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

COUNTY:
Real Estate Services Department
385 North Arrowhead Ave, Third Floor
San Bernardino, CA 92415

AND

David Myers, Director
San Bernardino County Museum
2024 Orange Tree Lane
Redlands, CA 92374-4560

TENANT:
Yucaipa Valley Historical Society
Attn: Sahara Quinn
35308 Panorama Drive
P.O. Box 297
Yucaipa, CA 92399

6. Effective August 4, 2026, **ADD Paragraph 49, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "B" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new Paragraph 49 shall read as follows:

49**.** **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** TENANT has disclosed to the COUNTY using Exhibit "B" – 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 TENANT's proposal to the COUNTY, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. TENANT acknowledges that under Government Code section 84308, TENANT 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 TENANT 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 TENANT or by a parent, subsidiary or otherwise related business entity of TENANT.

7. 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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

8. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between the Lease and this Fifth Amendment, the provisions and terms of this Fifth Amendment shall control.

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

By _____
Deputy

YUCAIPA VALLEY HISTORICAL SOCIETY

By ► _____
(Authorized signature - sign in blue ink)

Name Sahara Quinn
(*Print or type name of person signing contract)*

Title President
(Print or Type)

Dated: _____

Address 35308 Panorama Drive, P.O. Box 297

Yucaipa, CA 92399

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
John Tubbs II, County Counsel		John Gomez, Real Property Manager, RESD
Date _____	Date _____	Date _____

Exhibit "A"

MUSEUM STEWARDSHIP AND OPERATIONAL STANDARDS
Between
San Bernardino County
And
Yucaipa Valley Historical Society

MUSEUM STEWARDSHIP AND OPERATIONAL STANDARDS

This Exhibit "A" establishes operational standards and stewardship responsibilities applicable to the use and operation of the Mousley Museum of Yucaipa History ("Museum") by the Yucaipa Valley Historical Society ("TENANT").

1. PURPOSE

The Museum is recognized as a historical, educational, cultural, and natural resource intended to benefit the residents of San Bernardino County. TENANT shall operate and maintain the Museum in a manner that promotes public education, preservation of historical resources, and community engagement.

2. PUBLIC USE

TENANT shall maintain the Premises for museum and community uses that are consistent with applicable laws, the public purpose of the Museum, and the terms and conditions of the Lease.

3. EXHIBITS AND COLLECTIONS

A. TENANT may modify interior exhibits and displays within the Museum, including painting, cleaning, rearrangement of exhibit furnishings, and updating displays, provided such activities are performed in a professional manner consistent with accepted museum standards.

B. Exhibits and collections shall be maintained in a clean, orderly, safe, and professionally presented condition.

C. Replicas of artifacts, specimens, fossils, or cultural materials offered for educational or display purposes must be clearly identified as replicas.

D. TENANT shall not sell original archaeological specimens, fossils, or other original protected cultural resources.

E. TENANT shall retain sole ownership and responsibility for any artifacts, specimens, collections, gifts, or loans accepted, displayed, or maintained by TENANT at the Premises unless otherwise expressly agreed to in writing by COUNTY.

4. REPRESENTATION AND PUBLIC INFORMATION

A. TENANT and its volunteers shall not represent themselves as speaking on behalf of COUNTY unless expressly authorized in writing by COUNTY.

B. Exhibits, educational programs, and public presentations shall not perpetuate discriminatory stereotypes or knowingly inaccurate historical representations.

C. TENANT shall use reasonable efforts to ensure the accuracy of educational materials, exhibits, and interpretive information presented to the public.

5. USE OF COUNTY NAME

Any advertising, promotional materials, or public notices relating to the Museum or Premises that reference COUNTY or the Museum shall be subject to prior approval by COUNTY, which approval shall not be unreasonably withheld. TENANT shall not use the name of the Premises or COUNTY in any manner that suggests COUNTY sponsorship, endorsement, or partnership except as authorized under this Lease.

6. SECURITY AND SAFETY
TENANT shall comply with COUNTY safety, security, and emergency procedures applicable to the Premises and shall promptly report any known safety hazards or security concerns affecting the Premises.

7. COMPLIANCE WITH LAWS
TENANT shall comply with all applicable federal, state, and local laws, regulations, ordinances, and museum-related standards applicable to TENANT's use and operation of the Premises.

8. NO PARTNERSHIP
Nothing contained in this Exhibit or the Lease shall be construed to create a partnership, joint venture, agency relationship, or employment relationship between COUNTY and TENANT.

END OF MUSEUM STEWARDSHIP AND OPERATIONAL STANDARDS.
SIGNATURES:

YUCAIPA VALLEY HISTORICAL SOCIETY

_____
Sahara Quinn, President

Dated: _____

EXHIBIT "B"
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-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.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

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

1. Name of Contractor: Yucaipa Valley Historical Soc,
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:

   _____

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

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

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 and (2) have a financial interest

in the outcome of the decision: N/A

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 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 Contractor 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: _____

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