



Real Estate Services Department

Terry W. Thompson
Director

Attachment 1

June 9, 2026

City of Hesperia
9700 Seventh Avenue
Hesperia, CA 92345

**RE: NON-BINDING LETTER OF INTENT FOR PROPOSED TERMS TO RENEW LEASE
FOR LIBRARY SPACE AT 9650 7TH AVENUE, HESPERIA, CA**

Dear Mr. Connor Biggerstaff:

This non-binding Letter of Intent ("LOI") expresses the interest of San Bernardino County ("Lessee") to negotiate an amendment to and extension of the existing Lease Agreement with the City of Hesperia ("Lessor") for approximately 20,102 square feet of library space located at 9650 Seventh Avenue, Hesperia, California, Assessor's Parcel Number 0407-271-07 ("Property"). The proposed extension would consist of the exercise of the first of two remaining five-year option terms under the existing Lease for the period of October 1, 2026, through September 30, 2031, subject to approval by the San Bernardino County Board of Supervisors ("Board"). This LOI is intended solely as a preliminary expression of general interest and is to be used for discussion purposes only. This LOI supersedes any previous written or oral communications regarding the proposed extension of the Lease for the Property.

The proposed terms and conditions of the Lease would include and be subject to the following:

- Lessee:** San Bernardino County as "Lessee".
- Lessor:** City of Hesperia as "Lessor".
- Premises:** Approximately 20,102 square feet office space at 9650 7th Avenue, in Hesperia, California, as defined in "Exhibit 1".
- Extended Term:** The lease term shall be extended through the exercise of the first of two remaining five-year options under the existing Lease for the period commencing October 1, 2026, and expiring September 30, 2031 ("First Extended Term"). One additional five-year option to extend the Lease shall remain thereafter.
- Lease Rate:** Rent during the First Extended Term shall be One Dollar (\$1.00) per year, for a total rental obligation of Five Dollars (\$5.00) during the five-year First Extended Term. Rent shall be payable in full upon approval and execution of the Lease by the San Bernardino County Board of Supervisors.

BOARD OF SUPERVISORS

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Tenant Improvements:	None.
Commencement Date:	Same provisions as the current Lease.
Compliance with Levine Act	With Lessee's response to this LOI, please fill out, complete, sign and provide the attached Levine Act Form (Exhibit 2). The Levine Act requires that as of January 1, 2023, any private party(s) expressing an interest in doing business with San Bernardino County (County), that the party(s) disclose any, and all contributions that may have been made to a current Board member that total in aggregate \$500 or more in a given calendar year. This would include any, and all principals and employees of the Lessee and any of its financial partners, lenders, contractors, consultants and vendors pertaining to the prospective Lease of the Property.
Early Access	Same provisions as the current Lease.
Lease Agreement:	Upon Lessor's acknowledgment and agreement of this LOI, Lessor and Lessee shall negotiate the Lease ("Lease") which shall be subject to approval by the Board . Lessee will prepare a standard Lease for Lessor's review.
Maintenance:	Same provisions as the current Lease.
Termination:	Same provisions as the current Lease.
Utilities:	Same provisions as the current Lease.
Access:	Same provisions as the current Lease.
Broker Commission:	Lessee advises that no real estate broker or agent is or will be involved in this transaction on behalf of Lessee and no commissions to any brokers and agents shall be paid by Lessee for this transaction. Any commissions payable by Lessor to its agent shall be separately negotiated between Lessor and its agent and be set forth in a separate agreement.

This LOI is intended solely as a preliminary expression of general intent and interest and is to be used for general discussion purposes only; it is not an offer, an acceptance or a contract. The

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parties hereby agree that this LOI does not create any agreement, obligations, rights, duties, or otherwise by either party to negotiate a lease and/or to continue or further discuss or negotiate a lease. The parties shall be free to negotiate with any other persons or entities with respect to the subject matter of this LOI. The parties shall have absolutely no contractual duties to one another, and the parties expressly agree and acknowledge that no implied covenants are attached to this LOI, including, but not limited to the implied covenant of good faith and fair dealing. Only upon the approval by the Board and the full and final execution and delivery of a lease will any obligations attach with respect to the lease outlined in this LOI. Without limiting the foregoing the parties may (i) negotiate with other parties with respect to real property and any other subject matter of this LOI; (ii) enter into a formal agreement with another party with respect to the real property and any other subject matter of this LOI; (iii) propose different or additional terms than those contained in this LOI; and (iv) unilaterally terminate all negotiations with the other party at any time with respect to the subject matter of this LOI without liability of any kind whatsoever, and without explanation, cause or reason.

Any party who takes any actions in reliance on this LOI does so at their own costs, expense, risk, and peril. This LOI shall at all times remain, regardless of statements, writings, conduct, or otherwise, non-binding, unless and until the approval by the Board and the full and final execution and delivery by the parties of a formal lease.

If you are in agreement with the proposal set forth herein, please acknowledge below and return a copy to the undersigned on or before 5:00 p.m. Pacific time, **June 19, 2026**. Delivery of said acknowledgment may be by electronic mail (e-mail) to Joy.Forbes@res.sbcounty.gov followed by a hard copy of the e-mail to the address indicated above. If your acknowledgment is not timely received, the proposal set forth herein shall automatically expire. Note that your signature below is NOT an agreement with Lessee and the proposed terms will be incorporated into a lease agreement that will require the approval of the Board.

Sincerely,



John Gomez
Manager

AGREED AND ACKNOWLEDGED:
City of Hesperia

By: _____

Its: _____

Date: _____

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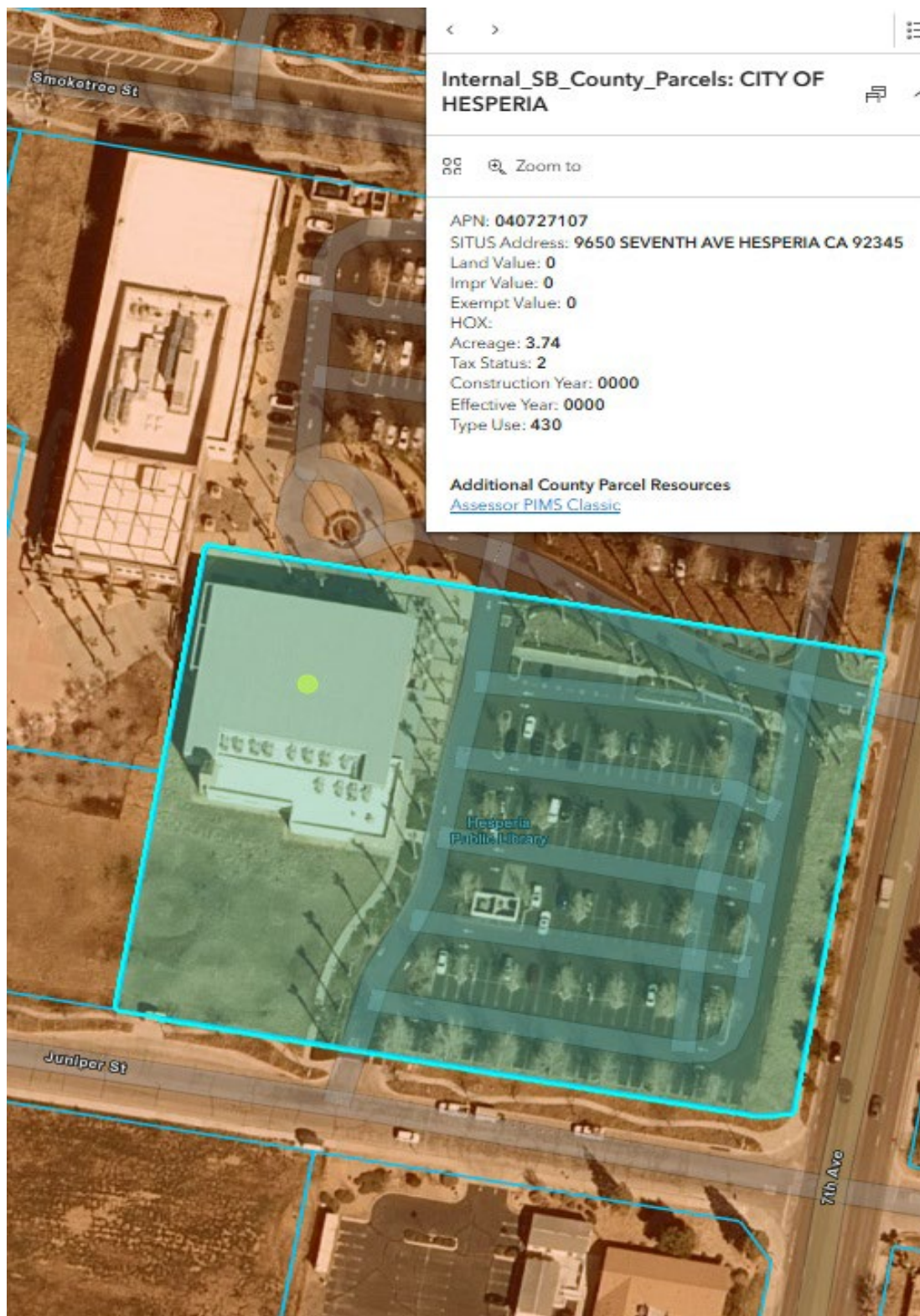
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EXHIBIT 1 – PREMISES

**LIBRARY SPACE AT 9650 7th Avenue. Hesperia CA
APN # 040727107**



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EXHIBIT 2

**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.

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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.

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1. Name of Landlord:

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

6. Name of agent(s) of Landlord:

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:

Company Name	Subcontractor(s):	Principal and/or Agent(s):

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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

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

Date

Print Name

Print Entity Name, if applicable