



Contract Number

00-269 A-8

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Celeste Lajoinie, a single woman
Contractor Representative	
Telephone Number	(978) 335-7248
Contract Term	10/14/1999-5/31/2024
Original Contract Amount	\$682,637.82
Amendment Amount	\$165,312.13
Total Contract Amount	\$847,949.95
Cost Center	7810001000
GRC/PROJ/JOB No.	59001172
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Celeste Lajoinie, a single woman ("LANDLORD"), as landlord or its predecessor-in-interest, entered into Lease Agreement Contract No. S-95-029 dated March 8, 1995, as amended by the First Amendment dated December 17, 1996, as amended and renamed as Lease Agreement No. 00-269 dated May 9, 2000, as amended by the First Amendment dated November 6, 2001, the Second Amendment dated April 30, 2002, the Third Amendment dated November 20, 2007, the Fourth Amendment dated February 14, 2012, the Fifth Amendment dated May 8, 2012, the Sixth Amendment dated October 20, 2015 and the Seventh Amendment dated April 3, 2018 (collectively, the "Lease"), wherein LANDLORD leases certain premises located at 13575 – 13579 Navajo Street, Apple Valley, CA, as more specifically described in the Lease, to the COUNTY for a term that expired on April 14, 2021 and has since continued on a permitted month-to-month holdover; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease from July 1, 2021 through June 30, 2024 (the "Extended Term") by exercising an existing extension option, following a permitted holdover for the period of April 15, 2021 through June 30, 2021, add one (1) three-year option to extend the term of the Lease, and amend certain other terms of the Lease as set forth in this amendment ("Eighth Amendment").

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

1. Pursuant to **Paragraph 7, HOLDING OVER**, County shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from April 15, 2021 through June 30, 2021 in the total amount of \$10,066, calculated as \$2,096.00 for the period from April 15, 2021 to April 30, 2021 and \$3,985.00 per month from May 1, 2021 to June 30, 2021.

2. Effective July 1, 2021, pursuant to COUNTY's exercise of its option in 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**;

3. **TERM**: The term of the Lease shall be extended for three years, commencing on July 1, 2021 and expiring on June 30, 2024 (the "Extended Term").

3. Effective July 1, 2021, DELETE in its entirety the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT**:

A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month, effective July 1, 2021 and continuing during the Extended Term, subject to an approximate four percent (4%) annual increase reflected and included in the amounts as specifically set forth below:

Lease Year	Total Monthly Payments
July 1, 2021 thru June 30, 2022	\$4,144.40
July 1, 2022 thru June 30, 2023	\$4,310.18
July 1, 2023 thru June 30, 2024	\$4,482.58

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

4. Effective July 1, 2021, 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**:

5. **OPTION TO EXTEND TERM**:

A. LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for monthly rent, for one (1) three-year period ("Extended Term") following the expiration of the Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or 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.

B. If the parties have been unable to agree upon the said fair market rental rate for the Premises within five (5) months of the COUNTY's notice to exercise an option for an extended term, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the fair market rental rate is determined by arbitration, the COUNTY has the right to terminate the Lease by giving termination notice to the LANDLORD within thirty (30) days of being notified of the new fair market rental rate.

6. Effective July 1, 2021, DELETE in its entirety the existing **Paragraph 7, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 7, HOLDING OVER**:

7. **HOLDING OVER**: In the event that COUNTY continues to occupy the Premises after the expiration or earlier termination of the term of the Lease with the consent of LANDLORD, express or implied, COUNTY's tenancy shall be on a month-to-month term ("**Holdover Period**") on the same terms and conditions as the Lease, including, but not limited to, the monthly rent for the Premises in effect as of the expiration or earlier termination of the Lease but excluding any amounts paid for amortized Improvements. Notwithstanding anything to the contrary in the Lease, either Party shall have the right to terminate the Lease during the Holdover Period by providing not less than ninety (90) days prior written notice to the other Party.

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7. All other provision 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 Ninth Amendment, the terms and conditions of this Ninth Amendment shall control.

END OF EIGHTH AMENDMENT.

COUNTY OF SAN BERNARDINO

CELESTE LAJOINIE, A SINGLE WOMAN

►
Curt Hagman, Chairman, 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
of the County of San Bernardino

By _____
Deputy

By ►
(Authorized signature - sign in blue ink)

Name Celeste Lajoinie

Title Owner

Dated: _____

Address 21 Paige Farm Road
Amesbury, MA 01913

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Agnes Cheng, Deputy County Counsel	►	► Jim Miller, Real Property Manager, RESD
Date _____	Date _____	Date _____