



ORIGINAL

Contract Number

12-758 A-5

SAP Number

Real Estate Services Department

**Department Contract Representative
Telephone Number**

Terry W. Thompson, Director
(909) 387-5000

Contractor

Woon Baik Chung and Gae Chun
Chung

**Contractor Representative
Telephone Number**

Woon Baik Chung, Owner
310-889-4812

Contract Term

11/1/2012 – 10/31/2026

Original Contract Amount

\$171,479

Amendment Amount

\$53,568

Total Contract Amount

\$225,047

Cost Center

7810001000

GRC/PROJ/JOB No.

74003104

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Woon Baik Chung and Gae Chun Chung ("LANDLORD"), as landlord, have entered into Lease Agreement, Contract No. 12-758 dated October 23, 2012, as amended by the First Amendment dated February 12, 2013; the Second Amendment dated July 22, 2014; the Third Amendment dated October 20, 2015; and the Fourth Amendment dated September 29, 2020 (collectively, the "Lease"), wherein LANDLORD leases certain premises to the COUNTY for a term that is currently scheduled to expire on October 31, 2023; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the COUNTY's exercise of the second of two three-year options to extend the term of the lease through October 31, 2026, retaining one one-year option to extend the term of the Lease, and to amend certain other terms of the Lease as set forth in this amendment (the "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. Effective as of the date this Fifth Amendment is mutually executed, **pursuant to Paragraph 41, OPTION TO EXTEND TERM**, EXTEND the term of the Lease as provided in **Paragraph 4, TERM**, for three (3) years for the period of November 1, 2023 through October 31, 2026 (the "Fourth Extended Term").

2. Effective November 1, 2023, DELETE in its entirety the existing **Paragraph 3.a, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 3.a, RENT**:

3. **RENT**:

a. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears by no later than the last day of each month, commencing when the Fourth Extended Term commences and continuing during the Fourth Extended Term, subject to an annual increase, as more specifically reflected and included in the amounts set forth below:

November 1, 2023 thru October 31, 2024 – monthly payments of \$1,416.00

November 1, 2024 thru October 31, 2025 – monthly payments of \$1,487.00

November 1, 2025 thru October 31, 2026 – monthly payments of \$1,561.00

3. Effective November 1, 2023, DELETE in its entirety **Paragraph 7, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 7, NOTICES**:

7. **NOTICES**:

a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, including but not limited to notices required under the California unlawful detainer statutes or any other person, shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. 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. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if such notice is personally delivered; (ii) the date of delivery or refusal to accept delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested, provided that in all of the foregoing instances, any notices received after 5 pm local time on a business day shall be deemed delivered on the immediately following business day.

LANDLORD'S Address: Woon Baek Chung and Gae Chun Chung
2149 E. 245th Street
Lomita, CA 90717

COUNTY'S Address: San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

b. If, at any time after the commencement of the Fourth Extended Term, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the real property on which the Premises is situated to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the real property on which the Premises is situated, LANDLORD and the new owner shall provide COUNTY with evidence of completion of transfer, in which case, the new owner and COUNTY shall document by written amendment said change of ownership. In addition, the new owner shall, within five (5) days of acquiring the Property, provide COUNTY with evidence that it has obtained insurance in compliance with **Paragraph 14, INSURANCE**. The COUNTY's RESD Director shall have the authority, on behalf of COUNTY, to execute a COUNTY standard amendment to this Lease with any new owner solely for the purposes of reflecting any changes in the legal ownership of the real property on which the Premises is situated and to update the LANDLORD's notice address in the Lease. The new owner acknowledges and agrees new owner's execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new owner.

4. Effective November 1, 2023, ADD new **Paragraph 44., and Exhibit "C" – Campaign Contribution Disclosure** referred to herein is incorporated into the Lease Agreement, Contract No. 12-758. New **Paragraph 44**, to read as follows:

44. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LANDLORD has disclosed to the County using Exhibit "C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

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 \$250 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.

5. **Counterparts.** This 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this 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 Amendment upon request.

6. 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: SEP 26 2023

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
of the County of San Bernardino



WOON BAEK CHUNG AND GAE CHUN CHUNG

By ► *[Signature]*
(Authorized signature - sign in blue ink)

Name Woon Baek Chung

Title Owner

Dated: 8-29-2023

By ► *Gae Chun Chung*

Name Gae Chun Chung, Owner

Dated 8-29-2023

Address 2149 W. 245th Street
Lomita, CA 90717

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► <u><i>John Tubbs II</i></u>	► _____	► <u><i>[Signature]</i></u>
John Tubbs II, Deputy County Counsel		Lyle Ballard, Real Property Manager, RESD
Date <u>8-18-23</u>	Date _____	Date <u>8/31/23</u>



EXHIBIT "C"
Campaign Contribution Disclosure
(SB 1439)

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 Lessor: Woon Baek Chung and Gae Chun Chung

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Woon Baek Chung and Gae Chun Chung

3. Name of agent of Lessor:

Company Name	Agent(s)
NA	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
NA	

5. 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):
NA		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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
NA	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If no, please skip Question No. 9 and sign and date this form.

Yes ☐ If yes, please continue to complete this form.

9. 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/County elected officer to whom anyone listed made campaign contributions.

By signing the Lease, Lessor certifies that the statements made herein are true and correct. Lessor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Lease is being considered and for 12 months after a final decision by the County.