



ORIGINAL

Contract Number

00-269 A9

SAP Number

Real Estate Services Department

Department Contract Representative
Telephone Number

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

LANDLORD
LANDLORD Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Grant Number (if applicable)

Celeste Lajoinie, a single woman
Celeste Lajoinie
(978) 335-7248
10/14/1999-12/31/2027
\$847,592.00
\$201,525.90
\$1,049,117.90
7810001000
5900 1172

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 9

WHEREAS, the San Bernardino County ("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, the Seventh Amendment dated April 3, 2018, and the Eighth Amendment dated June 22, 2021 (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 June 30, 2024 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 for the period of January 1, 2025 through December 31, 2027 (the "Extended Term") by exercising an existing extension option, following a permitted holdover for the period of July 1, 2024 through December 31, 2024, 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 ("Ninth 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 July 1, 2024 through December 31, 2024 in the total amount of \$26,895.84, calculated as \$4,482.58 per month.

2. Effective January 1, 2025, 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, from January 1, 2025 through December 31, 2027 (the "Extended Term").

3. Effective January 1, 2025, 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 January 1, 2025 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	Monthly Rent	Total Rent Annually
January 1, 2025 thru December 31, 2025	\$4,661.89	\$55,942.60
January 1, 2026 thru December 31, 2026	\$4,848.36	\$58,180.30
January 1, 2027 thru December 31, 2027	\$5,042.30	\$60,507.51

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 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 January 1, 2025, 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.

5. Effective December 17, 2024, ADD in its entirety **Paragraph 55, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **EXHIBIT “E”, Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which shall read as follows:

“55. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

LANDLORD has disclosed to the County using Exhibit “E” - 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 LANDLORD’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. LANDLORD acknowledges that under Government Code section 84308, LANDLORD 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.”

6. This Ninth 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 Ninth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Ninth Amendment (whether by facsimile, PDF, or other mail 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 Ninth Amendment upon request.

7. 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 Ninth Amendment, the terms of this Ninth Amendment shall control.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

SAN BERNARDINO COUNTY

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 17 2024
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
San Bernardino County
Deputy


CELESTE LAJOINIE, A SINGLE WOMAN

By ► Celeste Lajoinie
(Authorized signature - sign in blue ink)

Name Celeste Lajoinie

Title Owner

Dated: 11/22/24

Address 21 Paige Farm Road

Amesbury, MA 01913

FOR COUNTY USE ONLY

Approved as to Legal Form

► John Tubbs II
John Tubbs II, Deputy County Counsel

Date 11-20-24

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► Lyle Ballard
Lyle Ballard, Real Property Manager, RESD

Date 11/21/24



Exhibit "E"

Campaign Contribution Disclosure (Senate Bill 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 LANDLORD: Celeste Lajoie

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: 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

6. Name of agent(s) of LANDLORD:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<u>No Company</u>	<u>Celeste Lajoie</u>	

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):

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 \$250, 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 \$250 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.

C. J. J. J.
Signature

Celeste Lapierre
Print Name

11/22/24
Date

Print Entity Name, if applicable