



Contract Number

20-599 A-3

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Lock and Leave Storage
Contractor Representative	Brad E. Willard, Partner
Telephone Number	949-486-0150
Contract Term	7/16/20 – 8/31/26
Original Contract Amount	\$8,306.04
Amendment Amount	\$9,648.00
Total Contract Amount	\$17,954.04
Cost Center	7810001000
GRC/PROJ/JOB No.	65004075

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Lock and Leave Storage ("LESSOR"), as landlord, have previously entered into Lease Agreement, Contract No. 20-599 dated August 11, 2020, and amended by the First Amendment dated June 22, 2021, and by the Second Amendment dated August 23, 2022 (collectively, the "Lease"), wherein LESSOR leases certain premises located at 322 South Waterman Avenue, San Bernardino, as more specifically set forth in the Lease, to the COUNTY for a term that is currently scheduled to expire on August 31, 2023; and,

WHEREAS, the COUNTY and LESSOR now desire to amend the Lease to reflect the parties' agreement to extend the term of the Lease for three years for the period of September 1, 2023 through August 31, 2026, adjust the rent schedule, and amend certain other terms of the Lease as set forth in this amendment (the "Third Amendment").

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

1. Effective September 1, 2023, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, from September 1, 2023 through August 31, 2026 (the "Third Extended Term").

2. Effective September 1, 2023, DELETE in its entirety the existing **Paragraph 4.A. RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.A. RENT**:

“4. **RENT**:

A. The monthly rent for the Premises is \$260.00 per month, which shall be payable by the COUNTY in bi-annual rental payments **in advance** on or before the first day of each bi-annual period during the Third Extended Term, as the bi-annual periods, the amounts of the bi-annual payment, and the bi-annual payment due dates are more specifically set forth below:

September 1, 2023 through August 31, 2024 - \$1,560.00 due bi-annually by September 1, 2023 and March 1, 2024

September 1, 2024 through August 31, 2025 - \$1,608.00 due bi-annually by September 1, 2024 and March 1, 2025

September 1, 2025 through August 31, 2026 - \$1,656.00 due bi-annually by September 1, 2025 and March 1, 2026

In the event of any termination of the Lease prior to its expiration, any rent paid in advance beyond the termination date shall be refunded to COUNTY within thirty (30) days after the termination date.”

3. Effective September 1, 2023, DELETE the existing **Paragraph 25, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 25, NOTICES**:

25. **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 addresses 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 if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested. Any notices received after 5 pm local time on a business shall be deemed delivered on the following business day.

LANDLORD’S Notice Address: Lock and Leave Storage
2062 Business Center Drive, Suite 225
Irvine, CA 92612

COUNTY’S Notice Address: San Bernardino County
Real Estate Services Department
385 N. Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

B. If LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Premises 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 Premises, LANDLORD and the new owner of the Premises shall provide COUNTY with documentation evidencing the of completion of said transfer; in which case, the new owner, as the successor landlord, and

COUNTY shall enter into a written amendment to reflect the new owner as the successor landlord under this Lease. In addition, the new owner, as the successor landlord, shall, within five (5) days of acquiring the Premises, provide COUNTY with documentation evidencing that it has obtained insurance in compliance with Paragraph 17, INDEMNIFICATION and Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS. The COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a COUNTY standard amendment to this Lease with each new owner solely for the purposes of reflecting the new owner as the successor landlord and updating its notice address under this Lease. The new owner, as the successor landlord, acknowledges and agrees its execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the new owner as the successor landlord.

4. Effective September 1, 2023, ADD new **Paragraph 53., and Exhibit "C" – Campaign Contribution Disclosure** referred to herein is incorporated into the Lease Agreement, Contract No. 20-599. New **Paragraph 53**, to read as follows:

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

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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 Third Amendment, the terms of the Third Amendment shall control.

END OF THIRD AMENDMENT.

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

LOCK AND LEAVE STORAGE

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

Name Brad E. Willard _____

Title Partner _____

Dated: _____

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

Name Mike Willard _____

Title Partner _____

Dated: _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►
John Tubbs II, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Lyle Ballard, Real Property Manager, RESD
Date _____



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.

Lessor 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: _____

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:

3. Name of agent of Lessor:

Company Name	Agent(s)

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

Company Name	Contact

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):

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

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 Amendment, 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 Amendment is being considered and for 12 months after a final decision by the County.