



Contract Number

06-1122 A-3

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Cement Masons Joint Apprenticeship Trust
Contractor Representative	Armando Peña, Director
Telephone Number	(626) 367-4710
Contract Term	11/7/2006 – 03/31/2031
Original Contract Amount	\$0 (in-kind services)
Amendment Amount	\$0
Total Contract Amount	\$0
Cost Center	4430001000
GRC/PROJ/JOB No.	33002250
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS: THIRD AMENDMENT

WHEREAS, San Bernardino County as landlord (“COUNTY”) and the Cement Masons Joint Apprenticeship Trust, as tenant (“TENANT”) have entered into a Lease Agreement, Contract No. 06-1122 dated November 21, 2006, as amended by a First Amendment dated April 7, 2009, and as amended by a Second Amendment dated April 27, 2010, (collectively “the Lease”) wherein the COUNTY agreed to lease premises, as more specifically set forth in the Lease, to the TENANT with TENANT’s continued services to COUNTY projects, as more specifically set forth in the Lease, in lieu of rent, which Lease expired on November 6, 2012; and has continued on a permitted month to month holdover; and,

WHEREAS, the COUNTY and the TENANT now desire to extend the term of the Lease to reflect the holdover period from November 7, 2012 through March 31, 2026 with LANDLORD’s express consent, extend, following said holdover, for the term of the Lease from April 1, 2026 through March 31, 2031, and amend certain other provisions of the Lease, as more specifically set forth in this amendment (“Third Amendment”); and;

WHEREAS, TENANT has completed Projects serving a public purpose to provide in-kind services in lieu of rent identified as site improvements including installing and maintaining cement curbs and gutters, diversion channels to reroute floodwaters, and walkways that provide handicap access to classrooms at Sheriff/Coroner/Public Administrator’s (Sheriff) Regional Training Center (Training Center).

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

1. Pursuant to mutual consent of the Parties, TENANT shall, with COUNTY'S express consent granted herein, use the Premises on a month-to-month holdover term for the period of November 7, 2012, through March 31, 2026 in exchange for in-kind services.
2. Effective April 1, 2026, DELETE in its entirety **Paragraph 3., TERM**, and SUBSTITUTE therefore a new **Paragraph 3., TERM**, which shall read as follows:

"3. **TERM:** The term of the Lease shall be extended for a period of five (5) years, commencing on April 1, 2026, and expiring on March 31, 2031 ("Third Extended Term")."
3. Effective April 1, 2026, DELETE in its entirety **Paragraph 4., RENT**, and SUBSTITUTE therefore a new **Paragraph 4., RENT**, which shall read as follows:

"4. **RENT:** In lieu of monetary rent and as consideration for use of the Premises, TENANT will provide in-kind services consisting of pouring, placing, and finishing concrete for several projects ("Project" or "Projects") at the Sheriff's Training Center. The COUNTY has the right, authority, and interest to complete certain concrete work ("Project Work") on the Premises according to a written scope of work ("Plan") to be submitted by the COUNTY and approved by the TENANT on a project-by-project basis. The TENANT shall conduct apprentice training exercises in which apprentices available for training will perform the Project Work generally in accordance with the approved Plans for each Project. The COUNTY shall ensure that each Plan is reviewed and approved by the appropriate governmental agencies prior to the TENANT's commencement of any Project Work. The COUNTY shall also arrange for the appropriate governmental agencies to inspect the finished concrete. The Projects are intended to be completed during the five-year lease term, subject to revisions or delays by either the COUNTY or TENANT. The Projects include but are not limited to installing and maintaining curbs and gutters, constructing wheelchair ramps at entrances of classrooms, building walkways connecting tracks and obstacles on the physical training field, and concrete drill pads in the quad area of the administrative building. The estimated value of Projects to be completed is approximately \$525,000 over the term of the five years."
4. Effective April 1, 2026, DELETE in its entirety **Paragraph 5., OPTION TO EXTEND TERM**, and SUBSTITUTE therefore a new **Paragraph 5., OPTION TO EXTEND TERM**, which shall read as follows:

"5. **OPTION TO EXTEND TERM:** COUNTY gives TENANT the option to extend the term of the Lease on the same provisions and conditions, for Two (2) five-year periods ("extended terms") following expiration of the initial term (Third Extended Term), provided that at the time of exercise of the applicable option, TENANT is not in default with respect to any of the terms, covenants or conditions to be observed or performed by TENANT hereunder, by TENANT giving written notice of exercise of the option to COUNTY at least one (1) year, but not more than eighteen (18) months, prior to the expiration of the preceding term. Said options shall be deemed to be independent and consecutive, with TENANT's right to exercise the second of said options terminating upon TENANT's failure to exercise the first option."
5. Effective April 1, 2026, ADD in its entirety **Paragraph 29, HOLDOVER**, which shall read as follows:

"29. **HOLDOVER:** In the event that TENANT continues to occupy the Premises after the expiration or earlier termination of the Lease Term, TENANT'S tenancy shall be on a month-to-month term ("Holdover Period") on the same terms and conditions as the Lease in effect as of the expiration or earlier termination of the Lease. 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 thirty (30) days prior written notice to the other Party."
6. Effective as of the date this Amendment is fully executed by the Parties, ADD in its entirety **Paragraph 42, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "C", Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 42** shall read as follows:

"42. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** TENANT has disclosed to the County using "Exhibit C" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, whether it has

made any campaign contributions of more than \$500 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 Lease was approved by the Board of Supervisors. TENANT acknowledges that under Government Code section 84308, TENANT is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Lease."

In the event of a proposed amendment to this Lease, the TENANT will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 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 TENANT or by a parent, subsidiary, or otherwise related business entity of TENANT.

7. This Third Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be 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 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 Third Amendment upon request.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

8. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of conflict between the Lease and this Third Amendment, the provisions and terms of this Third Amendment shall control.

SAN BERNARDINO COUNTY

TENANT: CEMENT MASONS JOINT APPRENTICESHIP TRUST

►

Dawn Rowe, Chair, Board of Supervisors

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

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Armando Peña
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title Director
(Print or Type)

By _____
Deputy

Dated: _____

Address 5417 Peck Road
Arcadia, CA 91006-5847

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►
John Tubbs II, Deputy County Counsel

►

►
John Gomez, Real Property Manager, RESD

Date _____

Date _____

Date _____

EXHIBIT “C”



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 or opposing 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.

TENANT must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of TENANT: Cement Masons Apprenticeship

2. Is the entity listed in Question No.1 a nonprofit 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
Cement Masons Apprenticeship	Cement Mason work

6. Name of agent(s) of TENANT:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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 \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If yes, please provide the contribution information in Question 11.

10. Has an agent of TENANT made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If yes, please provide the contribution information in Question 11.

11. 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 the Contract, TENANT certifies that the statements made herein are true and correct. TENANT acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. TENANT understands that the other individuals and entities (excluding agents) 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 involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.