



Contract Number

13-997 A5

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Moss Colton Properties, LLC
Contractor Representative	Glenn Moss
Telephone Number	951-688-6200
Contract Term	June 1, 2015 through May 31, 2030
Original Contract Amount	\$13,241,350.00
Amendment Amount	\$7,404,660.00
Total Contract Amount	\$20,646,010.00
Cost Center	7810001000
GRC/PROJ/JOB No.	5700 2747
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Moss Colton Properties, LLC or its predecessors-in-interest ("LANDLORD"), as landlord, have entered into Lease Agreement, Contract No. 13-997 on December 17, 2013, as amended by the First Amendment on May 20, 2014, the Second Amendment on October 7, 2014, the Third Amendment on October 3, 2017, and the Fourth Amendment on June 11, 2024 (collectively, the "Lease"), wherein LANDLORD agreed to lease certain real property to the County, comprising a total of 46,500 square feet of office space at 1900 West Valley Boulevard in Colton, CA for a term that is currently scheduled to expire May 31, 2025; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to extend the term of the Lease for the period of June 1, 2025, through May 31, 2030, through the County's exercise of one of the two existing five (5) year extension options; adjust the rental rate schedule, and amend other terms of the Lease as more specifically set forth in the amendment ("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 June 1, 2025, Pursuant to **Paragraph 6, OPTION TO EXTEND TERM**, exercise first **OPTION TO EXTEND** and 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 is extended for five (5) years for the period of June 1, 2025, through May 31, 2030 (the "**First Extended Term**").

2. Effective June 1, 2025, DELETE in its entirety **Paragraph 4. RENT, Subparagraph 4.A, ,** and SUBSTITUTE therefore the following as a new **Paragraph 4. RENT, Subparagraph 4.A,** which shall read as follows:

4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month during the First Extended Term, subject to approximately 3% annual increases as set forth below:

Lease Year	Monthly Rent
June 1, 2025 thru May 31, 2026	\$116,250.00
June 1, 2026 thru May 31, 2027	\$119,970.00
June 1, 2027 thru May 31, 2028	\$123,225.00
June 1, 2028 thru May 31, 2029	\$126,945.00
June 1, 2029 thru May 31, 2030	\$130,665.00

3. Effective June 1, 2025, DELETE in its entirety the existing **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**, and SUBSTITUTE a new **Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE**, which shall read as follows:

40. COUNTY'S RIGHT TO TERMINATE LEASE: The COUNTY shall have the right to terminate the Lease effective June 1, 2028, or at any time thereafter if COUNTY, in its sole discretion, determines it would be in COUNTY's best interest to terminate this Lease by giving LANDLORD notice at least ninety (90) days prior to the effective termination date. If COUNTY opts to exercise its right to terminate the Lease pursuant to this Paragraph 40, the Director of the Real Estate Services Department (RESD) is hereby authorized by COUNTY to deliver to LANDLORD on behalf of COUNTY a notice of termination. In the event COUNTY terminates the Lease pursuant to this Paragraph 40, no termination fees, or other costs shall be due or payable to LANDLORD for exercising COUNTY's termination right, except that LANDLORD shall have the right to receive from COUNTY the rent which will have been earned under the Lease through the effective termination date.

4. Effective May 20, 2025, DELETE in its entirety **Paragraph 57, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **Exhibit "G" – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and SUBSTITUTE therefor the following as a new **Paragraph 57, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "G" – Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new Paragraph 57 shall read as follows:

57. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE: LANDLORD has disclosed to the COUNTY using Exhibit "G" – 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. LANDLORD acknowledges that under Government Code section 84308, LANDLORD 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 LANDLORD 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 LANDLORD or by a parent, subsidiary or otherwise related business entity of LANDLORD.

5. This Fifth 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 Fifth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fifth 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 Fifth 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

MOSS COLTON PROPERTIES, LLC, a California
limited liability company

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name Glenn L. Moss, Sr.

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

Title Owner

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: 01/05/25

Address 8146 Auto Drive

Riverside, CA 92504

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

John Tubbs II, Deputy County Counsel

►

►

Lyle Ballard, Real Property Manager, RESD

Date _____

Date _____

Date _____



EXHIBIT "G"

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 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:

Mass Cotton Properties, LLC

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:

Glenn L. Moss, Sr.

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):

NA

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
<i>NA</i>	

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<i>NA</i>		

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):
<i>Mass Cotton Properties, LLC</i>		<i>Glenn L. Moss, Sr.</i>

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
<i>NA</i>	

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 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 \$500 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.

Signature

Glenn L. Moss, Sr.

Print Name

Date

4/24/25

Mass Cotton Properties, LLC

Print Entity Name, if applicable