



**Contract Number**

12-327 A-3

**SAP Number**

## Real Estate Services Department

<b>Department Contract Representative</b>	<u>Terry W. Thompson, Director</u>
<b>Telephone Number</b>	<u>(909) 387-5000</u>
<b>Contractor</b>	<u>Mettl Investments, LLC</u>
<b>Contractor Representative</b>	<u>Ruby H. Lai, Managing Member</u>
<b>Telephone Number</b>	<u>(626)731-2135</u>
<b>Contract Term</b>	<u>7/1/2012 – 8/31/2030</u>
<b>Original Contract Amount</b>	<u>\$1,840,102.00</u>
<b>Amendment Amount</b>	<u>\$1,106,692.23</u>
<b>Total Contract Amount</b>	<u>\$2,946,794.23</u>
<b>Cost Center</b>	<u>7810001000</u>
<b>GRC/PROJ/JOB No.</b>	<u>5900-3041</u>
<b>Grant Number (if applicable)</b>	<u></u>

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and Mettl Investments, LLC, ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 12-327 dated June 5, 2012, as amended by the First Amendment dated June 13, 2017, as amended by the Second Amendment dated November 15, 2022 (collectively, the "Lease"), wherein the LANDLORD leases certain premises located at 5585 Riverside Drive, Chino, 91710, as more specifically described in the Lease, to COUNTY for a term that expired on November 30, 2024 but has continued on a permitted month-to-month holdover, and;

WHEREAS the COUNTY and LANDLORD now desire to amend the Lease to extend the term for a total of five (5) years from September 1, 2025, through August 31, 2030, add two five-year options to extend, adjust the monthly rental payments 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 and the foregoing recitals which are hereby incorporated by reference, the parties hereto agree the Lease is amended as follows:

1. Pursuant to **Paragraph 7, HOLD OVER**, COUNTY shall, with LANDLORD's express consent granted herein, use the Premises on a month-to-month holdover term for the period of December 1, 2024, through August 31, 2025, totaling \$133,780.23.

2. Effective September 1, 2025, DELETE in its entirety the existing **Paragraph 2. A., TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 2., A., TERM**, which shall read as follows:

A. **TERM:** The term of the Lease shall be extended for five (5) years from September 1, 2025, through August 31, 2030 (the "Third Extended Term").

3. Effective September 1, 2025, DELETE the existing **Paragraph 3.A., RENT** and SUBSTITUTE therefore the following as a new **Paragraph 3.A., RENT**, which shall read as follows:

3. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the approximately 6,554 square feet of classroom and office space in arrears on or before the last day of each month, commencing when the Third Extended Term commences and expiring at the end of the Third Extended Term, as more specifically reflected and included in the amounts set forth below:

<b>Lease Year</b>	<b>Monthly Rent</b>
September 1, 2025, through August 31, 2026	\$15,271.00
September 1, 2026, through August 31, 2027	\$15,729.00
September 1, 2027, through August 31, 2028	\$16,201.00
September 1, 2028, through August 31, 2029	\$16,687.00
September 1, 2029, through August 31, 2030	\$17,188.00

4. Effective September 1, 2025, DELETE the existing **Paragraph 5, OPTION TO EXTEND TERM** and SUBSTITUTE therefore the following as a new **Paragraph 5, OPTION TO EXTEND TERM**, which shall read as follows:

5. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY Two (2) five-year options to extend the term of the Lease on the same provisions and conditions as existed as the expiration of the then current term, except for the monthly rent following expiration of Third Extended Term, by COUNTY giving notice to exercise the option to LANDLORD on or prior to the expiration of the then current term or at any time 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.

5. Effective September 1, 2025, DELETE the existing **Paragraph 39, IN KIND AND COST SHARING REPORTING** and SUBSTITUTE therefore the following **Paragraph 39, IN KIND AND COST SHARING REPORTING**, which shall read as follows:

39. **IN KIND AND COST SHARING REPORTING:** As a condition of this lease, LANDLORD shall provide reports to COUNTY for in-kind services, including volunteer services, playground and/or play equipment on a monthly and annual basis per program year, as a part of the Preschool Services Department's non-federal share of costs for Federal funding. These reports are required by the U.S. Department of Health and Human Services - Head Start Program Performance Standards, 45-CFR-1304.

a. "Third party in-kind contributions means property or services which benefit a grant supported project or program and which are contributed by non-Federal third parties without charge to the grantee, subgrantee or a cost-type contractor under the grant or subgrant." (RDS-Attachment A, Title 45: Subpart G:74.51)

b. "Third party in-kind contributions shall count towards satisfying a cost-sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs." (RDS-Attachment A, Title 45: Subpart G:74.53

c. The parties agree the in-kind contributions equate to \$34,524.00 per year for the following:

Playground- \$6,000.00

Building- \$28,524.00

6. Effective August 5, 2025, ADD the following as a new **Paragraph 55, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit "G" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which new Paragraph 55 shall read as follows:

**55. 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.

7. 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 Second 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 INTENTIONALLY BLANK]**

8. 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 and conditions of this Third Amendment shall control.

**END OF THIRD AMENDMENT.**

SAN BERNARDINO COUNTY

METTL INVESTMENTS, LLC

►  
\_\_\_\_\_  
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 Ruby H. Lai

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title Managing Member

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 13725 Proctor Avenue, #A  
La Puente, CA 91746

**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  
►  
Terry W. Thompson, Director, RESD  
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 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.

**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: Mettl Investment, LLC
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: RUBY H. LAI
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

6. Name of agent(s) of Landlord:

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

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 Contractor 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 Amendment, Landlord certifies that the statements made herein are true and correct. Landlord 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 Amendment, while award of this Amendment is being considered and for 12 months after a final decision by the County. Landlord 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 Amendment, while award of this Amendment is being considered and for 12 months after a final decision by the County.