



Contract Number

20-266 A1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Seitel Investments, LLC
Contractor Representative	Brian Seitel
Telephone Number	(619) 742-6333
Contract Term	6/1/2020 – 9/30/2030
Original Contract Amount	\$2,091,288
Amendment Amount	\$2,922,888
Total Contract Amount	\$5,014,176
Cost Center	7810001000
GRC/PROJ/JOB No.	33004024
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as tenant, and Seitel Investments LLC, ("LANDLORD"), as Landlord, entered into Lease Agreement, Contract No. 20-266 dated May 19, 2020, ("Lease"), wherein LANDLORD leases certain premises located at 808 E. Mill Street, San Bernardino, CA, as more specifically set forth in the Lease to the COUNTY, which Lease expired on May 31, 2025 and is currently on a permitted holdover; and

WHEREAS, the COUNTY and LANDLORD now desire amend Lease to reflect a four (4) month holdover period from June 1, 2025 through September 30, 2025 with LANDLORD'S express consent, extend the term of the Lease by exercising one 5-year option, following said holdover, for the period from October 1, 2025 through September 30, 2030, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("First Amendment"); and,

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree to a new Lease Agreement as follows:

1. All references to "County of San Bernardino" are amended to read "San Bernardino County".

2. Pursuant to **Paragraph 9, HOLDOVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from June 1, 2025 through September 30, 2025 at a monthly rental amount of \$36,918.00 per month for a total of \$147,672.00.

3. Effective October 1, 2025, pursuant to COUNTY'S exercise of its first of two five (5) year extension options in **Paragraph 7, OPTION TO EXTEND LEASE TERM**, DELETE in its entirety the existing **Paragraph H, LEASE TERM**, in **SECTION I – BASIS LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph H, LEASE TERM**, in **SECTION I – BASIS LEASE PROVISIONS**:

H. LEASE TERM

The term of the Lease is extended for five (5) years for the period of October 1, 2025, through September 30, 2030 ("First Extended Term").

4. Effective October 1, 2025, DELETE in its entirety the existing **Paragraph K, MONTHLY RENT FOR PREMISES**, in **SECTION I - BASIC LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph K, MONTHLY RENT FOR PREMISES**, in **SECTION I – BASIC LEASE PROVISIONS**:

K. MONTHLY RENT FOR PREMISES

Period During Lease Term	Monthly Office Rent	Monthly Garage Rent	Total Monthly Rent
October 1, 2025 - September 30, 2026	\$40,770	\$2,790	\$43,560
October 1, 2026 - September 30, 2027	\$41,993	\$2,874	\$44,867
October 1, 2027 - September 30, 2028	\$43,253	\$2,960	\$46,213
October 1, 2028 - September 30, 2029	\$44,551	\$3,049	\$47,600
October 1, 2029 - September 30, 2030	\$45,888	\$3,140	\$49,028

5. Effective October 1, 2025, DELETE in its entirety the existing **Paragraph 11, UTILITIES**, in **SECTION II – LEASE PROVISIONS** and SUBSTITUTE therefore the following as a new **Paragraph 11, UTILITIES**, in **SECTION II – LEASE PROVISIONS**:

11. **UTILITIES.**

A. Subject to reimbursement by COUNTY for any Excess Electric Utility Expenses (as later defined), LANDLORD shall, at its sole cost and expense, furnish and pay for, prior to delinquency, the use charges and related taxes for any and all utilities, including, but not limited to, electric, gas, water, sewer, and trash for the Premises, the Building, and the Property.

B. **Excess Electric Utility Expenses.**

(1) Electric Utility Expense. LANDLORD shall pay for all direct charges and related taxes due to COUNTY's electric usage at the Premises ("Electric Utility Expenses"), which are invoiced to LANDLORD by the electric utility company on a monthly basis for each twelve month period during the Lease Term, commencing from the Commencement Date ("Lease Year"). LANDLORD shall deduct from the Electric Utility Expenses any and all credits, rebates, or other offsets given by the electric utility company to LANDLORD, but LANDLORD shall not increase the Electric Utility Expense due to any late fees, penalties, or interest payable by LANDLORD to the electric utility company. On or before the Commencement Date, the parties shall jointly read the electric meter for the Premises to establish the point at which Electric Utility Expenses for the Premises start to accrue.

(2) Electric Utility Expense Cap. LANDLORD shall pay the Electric Utility Expenses for the Premises up to the Electric Utility Expense Cap. The term "Electric Utility

Expense Cap,” as used in this paragraph, shall mean the maximum amount payable by LANDLORD for the Electric Utility Expenses for a Lease Year. The Electric Utility Expense Cap for the initial Lease Year, commencing as of the Commencement Date, shall be fifty-five thousand three hundred five and 12/100 dollars (\$55,305.12), which cap shall increase annually by three and one half percent (3.5%) at each anniversary of the Commencement Date.

(3) Excess Electric Utility Expenses. For each Lease Year where the Electric Utility Expenses for the subject Lease Year exceeds the Electric Utility Expense Cap for the subject Lease Year, COUNTY shall reimburse LANDLORD for such excess costs (“Excess Electric Utility Expenses”).

(4) Reconciliation Statement. Not later than thirty (30) calendar days following the end of each Lease Year or the earlier termination of the Lease, LANDLORD shall provide COUNTY with a written reconciliation statement, along with all supporting invoices and any other documents requested by COUNTY, setting forth the Electric Utility Expenses for the subject Lease Year, the Electric Utility Expense Cap for the subject Lease Year, and any Excess Electric Utility Expenses reimbursable by COUNTY for the subject Lease Year. In the event COUNTY approves said statement, COUNTY shall pay to LANDLORD the Excess Electric Utility Expenses. Failure by LANDLORD to provide a written reconciliation statement for Excess Electric Utility Expenses for any Lease Year or to provide COUNTY with invoices or other supporting documents to verify said excess shall be deemed to be LANDLORD’s waiver of any and all Excess Electric Utility Expenses for the subject Lease Year. The provision of this paragraph shall survive the expiration or earlier termination of the Lease.

(5) Audit Rights. COUNTY shall have the right to audit LANDLORD’s records concerning the Electric Utility Expenses and LANDLORD’s calculation of the Excess Electric Utility Expense payable by COUNTY for one or more Lease Years. If an audit demonstrates that a discrepancy of five percent (5%) or more between the Excess Electric Utility Expenses paid by COUNTY for the subject Lease Year(s) and the Excess Electric Utility Expense that should have been paid by COUNTY as demonstrated by the audit for the subject Lease Year(s), at COUNTY’s option, LANDLORD shall reimburse COUNTY for such discrepancy and pay for the actual cost of said audit (including but not limited to the value of COUNTY’s employee and staff time and equipment used) or COUNTY shall have the right to deduct the amount of said discrepancy and the actual cost of the audit (including but, not limited to, the value of COUNTY’s employee and staff time and any equipment used) against the Monthly Rent payable for the Premises until such time that the amounts due to COUNTY have been fully reimbursed.

C. Interruptions. In the event of any interruption of any utilities provided to the Premises, the Building, or the Property and COUNTY determines, in its sole discretion, that COUNTY is unable to access the Premises or the Allocated Parking or unable to conduct its operations at the Premises as a result of such interruption, LANDLORD shall immediately restore the affected utility service(s) and Monthly Rent shall be abated for the duration of the interruption in proportion to the Premises or portion thereof that is inaccessible or unusable by COUNTY to conduct its operations and COUNTY shall have the right to deduct the abated amount from the Monthly Rent and other sums next due for the period from the date the interruption commenced until such time that the affected utility is fully restored.

6. Effective September 23, 2025 ADD the following as a new **Paragraph 57, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **Exhibit “I” – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** attached and incorporated herein, which shall read as follows:

57. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE: LANDLORD has disclosed to the County using “Exhibit I” – 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 First 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 First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First 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 First 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 First Amendment, the terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY

SEITEL INVESTMENTS, LLC

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name Brian Seitel

(Print or type name of person signing contract)

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

Title President

(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy

Dated: _____

Address 26637 Kingwood Road

Murrieta, CA 92563

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 "I"

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: SEITEL INVESTMENTS, 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: BRIAN SEITEL
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):
NONE
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above): NONE

Company Name	Relationship

6. Name of agent(s) of Landlord: NONE

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. NONE

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
<u>SEITEL INVESTMENTS, LLC.</u>	<u>DAVID SEITEL</u>

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 Landlord 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, 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 Contract, while award of this Contract 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 Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.