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**ORIGINAL**
**Contract Number**  
**03-1202 A-6**


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**SAP Number**


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## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Los Angeles SMSA Limited Partnership, A California limited partnership, dba Verizon Wireless
<b>Contractor Representative</b>	Tod Petty
<b>Telephone Number</b>	(714) 292-6542
<b>Contract Term</b>	10/1/2003 – 11/30/2028
<b>Original Contract Amount</b>	\$1,378,035.00
<b>Amendment Amount</b>	\$ 556,750.00
<b>Total Contract Amount</b>	\$1,934,785.00
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	<b>89001874</b>

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY") as licensor, and Los Angeles SMSA Limited Partnership, a California limited partnership, dba Verizon Wireless ("LICENSEE") entered into License Agreement, Contract No. 03-1202, dated December 2, 2003, as amended by the First Amendment dated August 1, 2006, the Second Amendment dated February 3, 2009, the Third Amendment dated September 10, 2013, the Fourth Amendment dated October 21, 2014, and the Fifth Amendment dated March 19, 2019, (collectively the "License"), wherein COUNTY licensed to LICENSEE certain premises as more specifically set forth in the License, which License expired on September 30, 2023 and has continued on a permitted month-to-month holdover; and

WHEREAS, the COUNTY and LICENSEE desire now to amend the License to reflect a two month permitted holdover, extend the term five (5) years from December 1, 2023 through November 30, 2028, adjust the license fee schedule, add two five-year options to extend the term of the License and to amend certain other terms of the License as set forth in this amendment (the "Sixth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions contained herein, the parties hereto agree this Amendment No. 6 is effective as of December 1, 2023, by and between LICENSEE and COUNTY, and amends the term of the License as follows:

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

2. Pursuant to Paragraph 5., **HOLDING OVER**, the Licensee, with County’s express consent granted herein, shall occupy the Premises on a holdover tenancy for the period of October 1, 2023 through November 30, 2023 at a monthly holdover rental amount of \$7,535.00 per month for a **TOTAL HOLDOVER RENT** amount of \$15,070.00

3. **DELETE** in its entirety the existing **Paragraph 3., TERM**, and **SUBSTITUTE** therefore the following as a new **Paragraph 3., TERM**, which shall read as follows:

“3. **TERM:** This License shall commence on October 1, 2003 (“Commencement Date”) and continue thereafter through November 30, 2028 (“Term”). **LICENSEE** shall have the option to extend the term of this License for two (2) additional five-year terms (the “Option Periods”), which may only be exercised singularly by **LICENSEE** giving the **COUNTY** written notice of its intent to exercise an option at least six (6) months prior to the expiration of the current term, but not more than one (1) year prior to the expiration of the current term. Notwithstanding the above, upon the expiration of the County Permit, this License shall also terminate. The monthly rental rate during the Option Periods shall be four percent (4%) per year above the monthly rent owed in the immediately preceding year.”

4. **DELETE** in its entirety the existing **Paragraph 4.a, RENT**, and **SUBSTITUTE** therefore the following as a new **Paragraph 4.a, RENT**, which shall read as follows:

“4.a. **RENT:**

a. **LICENSEE** shall pay to **COUNTY** the following monthly rental payments in advance, on the first day of each month, commencing as of October 1, 2023, continuing during the Term:

- October 1, 2023 through November 30, 2023 – monthly rental payments of \$7,535.00
- December 1, 2023 through November 30, 2024 – monthly rental payments of \$8,334.00
- December 1, 2024 through November 30, 2025 – monthly rental payments of \$8,667.00
- December 1, 2025 through November 30, 2026 – monthly rental payments of \$9,014.00
- December 1, 2026 through November 30, 2027 – monthly rental payments of \$9,375.00
- December 1, 2027 through November 30, 2028 – monthly rental payments of \$9,750.00

5. **DELETE** in its entirety the existing **Paragraph 38., TERMINATION BY LICENSEE**, and **SUBSTITUTE** therefore the following as a new **Paragraph 38, TERMINATION**, which shall read as follows:

“38. **TERMINATION:**

A. **LICENSEE’S Right to Terminate:** This License may be terminated by **LICENSEE** at any time after ninety (90) days’ prior written notice to **COUNTY**, and without further liability, if **LICENSEE** (i) cannot secure, loses or forfeits any permits necessary to use or operate the **LICENSEE’S** facilities on the Premises, or (ii) in **LICENSEE’S** sole discretion, determines its use of the Premises pursuant to this License is obsolete or unnecessary.

B. **COUNTY’S Right To Terminate:** **COUNTY** may terminate this License for its convenience on at least twelve (12) months’ prior written notice. **COUNTY’S** **RESD** Director shall have the authority on behalf of **COUNTY** to provide **LICENSEE** with written notice of any termination pursuant to this paragraph. **LICENSEE** shall remove its authorized equipment from the Premises prior to the effective date of termination. In the event that **LICENSEE** identifies a replacement site or **LICENSEE** is unable to complete the removal of its authorized equipment from the Premises on or before the effective date of termination, **COUNTY** may, in its sole discretion, upon written notice to **LICENSEE**, extend the time period during which **LICENSEE** shall remove or relocate, as applicable, its authorized equipment for an additional period of ninety (90) days to allow such removal or relocation. The cost of any such relocation shall be paid by **LICENSEE**. **LICENSEE** shall pay to **COUNTY**, during such “Holding Over” period monthly rent in accordance with Paragraph 5., **HOLDING OVER**.

6. ADD a new Paragraph 49., and Exhibit "F" CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439), referred to herein is incorporated into the License Agreement, Contract No. 03-1202 which shall read as follows:

"49. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LICENSEE has disclosed to the County using Exhibit "F" - 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 License, the LICENSEE 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 LICENSEE or by a parent, subsidiary or otherwise related business entity of LICENSEE."

7. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the License..

8. **Counterparts.** This Sixth 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 Sixth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Sixth 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 Sixth Amendment upon request.

9. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of any conflict between the License and this Sixth Amendment, the terms and conditions of this Sixth Amendment shall control.

**END OF SIXTH AMENDMENT**

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SAN BERNARDINO COUNTY

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 05 2023  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Morell*  
Lynna Morell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy



LICENSEE: Los Angeles SMSA Limited Partnership, a California Limited Partnership dba Verizon Wireless, By: AirTouch Cellular, Inc., Its: General Partner

(Print or type name of corporation, company, contractor, etc.)

By ► *Manisha Patel*  
DocuSigned by: C41B063F78DC401  
(Authorized signature - sign in blue ink)

Name Manisha Patel  
(Print or type name of person signing contract)

Title Executive Director - Network Engineering  
(Print or Type)

Dated: Nov 23, 2023

Address 180 Washington Valley Road  
Bedminster, NJ 07921

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► *John Tubbs II*  
John Tubbs II, Deputy County Counsel  
Date 10-17-23

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► *Lyle Ballard*  
Lyle Ballard, Real Property Manager, RESD  
Date 11/27/23



**EXHIBIT F**



**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.

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

1. Name of Licensee: Los Angeles SMSA Limited Partnership, a California limited partnership, dba Verizon Wireless

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: **N/A**

3. Name of agent of Licensee:

Company Name	Agent(s)
N/A	

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

Company Name	Contact
N/A	

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):
N/A		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

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
N/A	

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: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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, Licensee certifies that the statements made herein are true and correct. Licensee 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 License Amendment is being considered and for 12 months after a final decision by the County.

**Certificate Of Completion**

Envelope Id: 92864969F24A452D9B3258EC5F6C808F	Status: Completed
Subject: BERTHA PEAK/P1980878/Felipe Martinez Review Approved 11-22-23/VZ ED to sign.	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: felipe
Envelopeld Stamping: Enabled	felipe.martinez@verizonwireless.com
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	IP Address: 69.78.1.237

**Record Tracking**

Status: Original	Holder: felipe	Location: DocuSign
11/22/2023 11:16:01 AM	felipe.martinez@verizonwireless.com	

**Signer Events**

Manisha Patel  
 Manisha.Patel@VerizonWireless.com  
 Executive Director - Network Engineering Pacific Market  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 C41BD63FF8DC401...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 89.132.207.167  
 Signed using mobile

**Timestamp**

Sent: 11/22/2023 11:19:10 AM  
 Viewed: 11/23/2023 1:48:05 PM  
 Signed: 11/23/2023 1:48:20 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/23/2023 1:48:05 PM  
 ID: a54f7a76-5d73-46f5-bbaa-253d85d87b3f

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Charlotte Pashley  
 cpashley@mcguirewoods.com  
 Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Michael Collier  
 michael.collier@verizonwireless.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/22/2023 11:19:11 AM

**Electronic Record and Signature Disclosure:**  
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Tod Petty  
 tod@baseconsultingco.com  
 Security Level: Email, Account Authentication (None)

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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	11/23/2023 1:48:05 PM
Signing Complete	Security Checked	11/23/2023 1:48:20 PM
Completed	Security Checked	11/23/2023 1:48:20 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact VBG Network Real Estate:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [trisha.fatakia@verizonwireless.com](mailto:trisha.fatakia@verizonwireless.com)

#### **To advise VBG Network Real Estate of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [trisha.fatakia@verizonwireless.com](mailto:trisha.fatakia@verizonwireless.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from VBG Network Real Estate**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [trisha.fatakia@verizonwireless.com](mailto:trisha.fatakia@verizonwireless.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with VBG Network Real Estate**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.