



Contract Number
08-404 A-3

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	Los Angeles SMSA Limited Partnership, A California limited partnership, dba Verizon Wireless
Contractor Representative	Ken Weingartner-Sequoia Deployment Services, Inc.
Telephone Number	(949) 310-1582
Contract Term	10/1/2007 – 4/30/2029
Original Contract Amount	\$611,286
Amendment Amount	\$245,999
Total Contract Amount	\$857,285
Cost Center	7810001000
GRC/PROJ/JOB No.	89002462

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") have previously entered into a License Agreement, Contract No. 08-404 Dated May 13, 2008 and amended by the First Amendment dated April 9, 2013, and the Second Amendment dated April 2, 2019 (collectively, the "License"), wherein COUNTY agrees to license certain property to the LICENSEE which License is scheduled to expire April 30, 2024; and,

WHEREAS, COUNTY and LICENSEE now desire to amend the License to extend the term of the License five years through April 30, 2029, adjust the license fee schedule and amend certain other terms of the License as more specifically set forth in this Third Amendment to License Agreement No. 08-404 ("Third Amendment"); and,

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

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

2. Effective May 1, 2024, DELETE in its entirety the existing reference term TERMINATION DATE on Page 2 of the Basic License Terms – Reference Pages and SUBSTITUTE therefore a new reference term TERMINATION DATE which shall read as follows:

“TERMINATION DATE: April 30, 2029” (unless sooner terminated pursuant to the License)”

3. Effective May 1, 2024, DELETE in its entirety the existing reference term OPTION TO EXTEND on Page 2 of the Basic License Terms – Reference Pages and SUBSTITUTE therefore a new reference term OPTION TO EXTEND which shall read as follows:

“OPTION TO EXTEND: Two (2) five-year options”

4. Effective May 1, 2024, pursuant to LICENSEE’S exercise of its third five-year option to extend the term of the License as set forth in **Paragraph 7., OPTION TO EXTEND TERM**, DELETE in its entirety the existing **Paragraph 5., TERM**, and SUBSTITUTE therefore a new **Paragraph 5., TERM**, which shall read as follows:

“5. **TERM:** The term of this License shall be extended for five (5) years, commencing on May 1, 2024 and expiring on April 30, 2029 (“the Third Extended Term”).”

5. Effective May 1, 2024, DELETE in its entirety the existing **Paragraph 6., RENT** and SUBSTITUTE therefore a new **PARAGRAPH 6., RENT**, which shall read as follows:

“6. **RENT:** LICENSEE shall pay to COUNTY the following annual rental payments in advance on May 1 of each year, commencing when the Third Extended Term commences and continuing on each May 1 throughout the Third Extended Term:

May 1, 2024 through April 30, 2025 – annual payment of \$45,874.26
May 1, 2025 through April 30, 2026 – annual payment of \$47,479.86
May 1, 2026 through April 30, 2027 – annual payment of \$49,141.66
May 1, 2027 through April 30, 2028 – annual payment of \$50,861.62
May 1, 2028 through April 30, 2029 – annual payment of \$52,641.78”

6. Effective May 1, 2024, DELETE **Paragraph 7., OPTION TO EXTEND TERM**, in its entirety and SUBSTITUTE therefore a new **Paragraph 7., OPTION TO EXTEND TERM**, which shall read as follows:

“7. **OPTION TO EXTEND TERM:** COUNTY gives Licensee the option to extend the term of this License on the same provisions and conditions, except for the annual fee, for two (2) five (5) year periods (“Extended Terms” following expiration of the Third Extended Term, provided that at the time of exercise of the applicable option, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder, by LICENSEE giving written notice of exercise of the option to COUNTY at least six (6) months prior to the expiration of the preceding term. Said options shall be deemed to be independent and consecutive, with LICENSEE’s right to exercise the second of said options terminating upon LICENSEE’s failure to exercise the first option. The annual fee for each Extended Term shall be reestablished in accordance with good faith negotiations but shall not be less than the fee existing at the expiration of the preceding term. The Extended Term shall not commence until a license amendment is executed by both parties. Should the LICENSEE give timely notice of exercising its option but fail to execute an amendment to the License before the term of the License expires, LICENSEE shall pay the annual fee as established in **Paragraph 8., HOLDING OVER** until the date that the amendment is fully executed.”

7. Effective May 1, 2024, ADD a new **Paragraph 24, and Exhibit “C” CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** referred to herein and incorporated into the License Agreement Contract No. 08-404, which new **Paragraph 24** shall read as follows:

“24. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LICENSEE has disclosed to the COUNTY using Exhibit “C” - 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."

8. **CAPITALIZED TERMS:** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the License.

9. **COUNTERPARTS:** 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 Third Amendment (whether by, 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.

10. 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 Third Amendment, the terms and conditions of this Third Amendment shall control.

END OF THIRD AMENDMENT

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SAN BERNARDINO COUNTY

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.)

►

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 _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address 180 Washington Valley Road

Bedminster, NJ 07921

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►
John Tubbs, Deputy County Counsel

►

►
Lyle Ballard, Real Property Manager, RESD

Date _____

Date _____

Date _____



EXHIBIT "C"

Campaign Contribution Disclosure (Senate Bill 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 SPCA Limited Partnership dba Verizon Wireless

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.

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:

N/A

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):

N/A

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Licensee:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Sequoia Development	Jay Banks	N/A
McGuire Woods, LLP	Reena Yuba	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):
N/A		

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
N/A	

9. 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. 1-8?

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: N/A

Date(s) of Contribution(s): _____

Amount(s): _____

By signing below, Licensee certifies that the statements made herein are true and correct. Licensee understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 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.

Jesus G. Roman
Signature

5/8/24
Date

Jesus G. Roman
Print Name

LA SMSA LP dbg Verizon Wireless
Print Entity Name, if applicable