



ORIGINAL

Contract Number

04-461 A-4

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Southern California Gas Company</u>
Contractor Representative	<u>Joel Seebold, Senior Land Specialist</u>
Telephone Number	<u>(213) 231-9532</u>
Contract Term	<u>06/01/2004 through 12/31/2029</u>
Original Contract Amount	<u>\$21,147.00</u>
Amendment Amount	<u>\$11,187</u>
Total Contract Amount	<u>\$32,334.00</u>
Cost Center	<u>1920002522</u>
Grant Number (if applicable)	<u>38002526</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the SAN BERNARDINO FLOOD CONTROL DISTRICT (the "DISTRICT") and the SOUTHERN CALIFORNIA GAS COMPANY ("LICENSEE") have previously entered into a Revenue License Agreement, Contract No. 04-461 dated June 8, 2004, as amended by the First Amendment dated May 19, 2009, and the Second Amendment dated August 6, 2013, and the Third Amendment dated April 30, 2019 (collectively "the License"), wherein DISTRICT agreed to License certain real premises to LICENSEE as more specifically set forth in the License; which License expired on May 31, 2024; and has continued on a permitted month-to-month holdover; and,

WHEREAS, DISTRICT and LICENSEE now desire to amend the License to reflect a seven (7) month holdover period from June 1, 2024 through December 31, 2024 with DISTRICT's express consent, to extend, following said holdover, the term of the License for five (5) years for the period from January 1, 2025, through December 31, 2029, and to amend certain other terms of the License as set forth in this amendment ("Fourth Amendment").

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

1. Pursuant to License **Paragraph 15, HOLDING OVER**, LICENSEE shall, with DISTRICT's express consent granted herein, use the Premises on a month-to-month holdover term for a total of seven (7) months for the period of June 1, 2024 through December 31, 2024.

2. Effective January 1, 2025, **EXTEND** the term of the License as provided in **Paragraph 2, TERM**, for an additional five (5) years from January 1, 2025 through December 31, 2029 ("Fourth Extended Term").

3. Effective January 1, 2025, **DELETE** in its entirety the existing **Paragraph 4., FEES** and **SUBSTITUTE** therefore the following as a new **Paragraph 4., FEES** which shall read as follows:

"4. FEES:

A. LICENSEE shall pay to DISTRICT the following annual RENT payment in advance on January 1, 2025, the Fourth Extended Term in the amounts as more specifically set forth below:

Lease Year	Total Annual Payments
June 1, 2024 thru December 31, 2024	\$ 551.25
January 1, 2025 thru December 31, 2025	\$ 983.00
January 1, 2026 thru December 31, 2026	\$ 1,023.00
January 1, 2027 thru December 31, 2027	\$ 1,064.00
January 1, 2028 thru December 31, 2028	\$ 1,106.00
January 1, 2029 thru December 31, 2029	\$ 1,150.00

LICENSEE may elect to pay the License Fees for all five years of the term in one lump sum payment on January 1, 2025.

B. In addition to the annual rent payments payable pursuant to Paragraph 4.A., commencing January 1, 2025, LICENSEE shall pay to DISTRICT an annual inspection fee in advance for the annual inspection by the DISTRICT of the premises on January 1, 2025, and each subsequent January 1. The annual inspection fee shall be equivalent to the Annual Inspection Fee shown on DISTRICT'S Schedule of Fees Ordinance then in effect each January 1. In accordance with the DISTRICT's current Schedule of Fees Ordinance, the DISTRICT's annual inspection fee due for January 1, 2025, shall be One Thousand Sixty-Two and 00/100 Dollars (\$1,062.00). The Annual Inspection Fee paid by LICENSEE shall not be refunded in whole or in part to LICENSEE in the event of any termination of the License.

C. If any annual fee payment or other sums due are not paid when due and payable, LICENSEE shall pay to DISTRICT an additional One Hundred and No/100 Dollars (\$100.00) for each annual license fee payment or other sums due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Annual license fee payments and other sums not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month."

4. **EFFECTIVE December 3, 2024, ADD a new Paragraph 42, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) and EXHIBIT "3"**, Campaign Contribution Disclosure Senate Bill 1439 incorporated and attached herein, which shall read as follows:

42. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):

LICENSEE has disclosed to the County using Exhibit "3" - 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 LICENSEE's proposal to the District, or (2) 12 months before the date this License was approved by the Board of Supervisors. LICENSEE acknowledges that under Government Code section 84308, Licensee 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 District's consideration of the License.

In the event of a proposed amendment to this License, the LICENSEE will provide the District 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.

5. This Fourth 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 Fourth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fourth Amendment (whether by facsimile, PDF, or other mail 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 Fourth Amendment upon request.

6. All other provisions and terms of License Agreement, Contract No. 04-461, shall remain the same and are hereby incorporated by reference. In the event of any conflict between the License and this Fourth Amendment, the terms of this Fourth Amendment shall control.

REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

END OF FOURTH AMENDMENT.

DISTRICT: SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT

►

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 17 2024

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

Lynna Monell, Clerk

By

[Signature]



SOUTHERN CALIFORNIA GAS COMPANY

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

By ►

Artemis Manos

(Authorized signature - sign in blue ink)

Name

Artemis Manos

(Print or type name of person signing contract)

Title

Land & Right of Way Supervisor

(Print or Type)

Dated:

12/11/2024

8101 S Rosemead Blvd., ML SC722K

Address

Pico Rivera, CA. 90660

FOR COUNTY USE ONLY

Approved as to Legal Form

►

John Tubbs II

John Tubbs II, Deputy County Counsel

Date 11-18-24

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Lyle Ballard

Lyle Ballard, Real Property Manager, RESD

Date 11/19/24

EXHIBIT “3”
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: Southern California Gas Company

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: 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): N/A

Company Name	Relationship

6. Name of agent(s) of LICENSEE: N/A

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: N/A

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: N/A

Company Name	Individual(s) Name

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 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: 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 or other County elected officers to whom anyone listed made campaign contributions.

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 District.

Artemis Manos
Signature

12/11/2024
Date

Artemis Manos
Print Name

Southern California Gas Company
Print Entity Name, if applicable