



Contract Number
03-1202 A-6

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	<u>Tod Petty</u>
Telephone Number	<u>(714) 292-6542</u>
Contract Term	<u>10/1/2003 – 11/30/2028</u>
Original Contract Amount	<u>\$1,378,035.00</u>
Amendment Amount	<u>\$ 556,750.00</u>
Total Contract Amount	<u>\$1,934,785.00</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>89001874</u>

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

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Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

B
y _____
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.)

B
y ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 180 Washington Valley Road

Bedminster, NJ 07921

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
►
Lyle Ballard, Real Property Manager, RESD
Date _____

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.