



Contract Number

13-377 A2

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>Crown Castle Fiber LLC (formerly Sunesys LLC)</u>
Contractor Representative	<u>Wesley Jones</u>
Telephone Number	
Contract Term	<u>7/1/2013 – 2/28/2031</u>
Original Contract Amount	<u>76,003.00</u>
Amendment Amount	<u>71,700.00</u>
Total Contract Amount	<u>147,703.00</u>
Cost Center	<u>1910002518</u>
GRC/PROJ/JOB No.	<u>38003190</u>
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County Flood Control District (“DISTRICT”), and Sunesys, LLC as licensee, have previously entered into a License Agreement, Contract No. 13-377 dated June 4, 2013 and as amended on June 26, 2018 (the “First Extended Term”) (Collectively, “the License”) wherein the Licensee agreed to license certain real property from the DISTRICT; and

WHEREAS, Sunesys, LLC was acquired by Crown Castle Fiber, LLC, who is now known as (“LICENSEE”); and

WHEREAS, the DISTRICT and LICENSEE now desire to amend the License Agreement to reflect a permitted month-to-month holdover of a total of thirty-two (32) months from July 1, 2023 through February 28, 2026, with DISTRICT express consent, and following said holdover, to exercise the second of four options to extend the License for five (5) years to extend the license term until February 28, 2031 (the “Second Extended Term”).

NOW, THEREFORE, in consideration of mutual covenant and conditions, the parties hereto agree to License Agreement, Contract No. 13-377 is amended as follows:

1. DISTRICT approves the License assignment from Sunesys, LLC to Crown Castle Fiber, LLC.

2. Pursuant to **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 thirty two (32) months from July 1, 2023 through February 28, 2026, for a total fee of \$21,829.

3. Effective March 1, 2026, pursuant to LICENSEE's exercise of its option to extend in **Paragraph 3, OPTION TO EXTEND TERM**, ~~DELETE~~ in its entirety the existing **Paragraph 2, TERM**, and ~~SUBSTITUTE~~ therefore the following as a new **Paragraph 2, TERM**:

2. **TERM**: The term of said license shall be extended for five (5) additional years from March 1, 2026 through February 28, 2031 (the "Second Extended Term").

4. Effective March 1, 2026, ~~DELETE~~ in its entirety the existing **Paragraph 4, FEES**, and ~~SUBSTITUTE~~ therefore the following as a new **Paragraph 4, FEES**:

4. **FEES**:

A. LICENSEE shall pay to DISTRICT the following annual fee payments in advance commencing when the Second Extended Term commences, and continuing each March 1 thereafter through the duration of the Second Extended Term, subject to an approximate four percent (4%) annual increase, as more specifically reflected and included in the amounts set forth below:

March 1, 2026 thru February 28, 2027 – annual payment of \$9,208
March 1, 2027 thru February 28, 2028 – annual payment of \$9,576
March 1, 2028 thru February 28, 2029 – annual payment of \$9,959
March 1, 2029 thru February 28, 2030 – annual payment of \$10,357
March 1, 2030 thru February 28, 2031 – annual payment of \$10,771

B. In addition to the License Fee payable pursuant to Paragraph 4.A, LICENSEE shall pay to the DISTRICT an annual inspection fee in advance for the annual inspection of the Premises by the DISTRICT. The annual inspection fee to be payable on March 1, 2026, and on each March 1 thereafter for the duration of the Second Extended Term shall be the amount of the annual inspection fee shown on the District's Schedule of Fees Ordinance in effect each March 1. In accordance with the DISTRICT's current Schedule of Fees Ordinance, the DISTRICT's annual inspection fee due for March 1, 2026 shall be One Thousand Sixty-Two and 00/100 dollars (\$1,062). 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 fee is not paid when due and payable, LICENSEE shall pay to DISTRICT an additional Fifty and 00/100 Dollars (\$50.00) for each fee 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. Fees not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.

5. Effective March 1, 2026, ~~DELETE~~ in its entirety the existing **Paragraph 33, NOTICES**, and ~~SUBSTITUTE~~ therefore the following as a new **Paragraph 33, NOTICES**:

33. **NOTICES**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) DISTRICT working days from the time of mailing if mailed as provided in this paragraph.

LICENSEE's address: Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317

Copy To: Crown Castle Fiber LLC
Attn: Legal-Infrastructure
1500 Corporate Drive
Canonsburg, PA 15317

DISTRICT's address: San Bernardino County Flood Control District
Attention: Flood Control Engineer
825 East Third Street
San Bernardino, CA 92415-0835

Copy To: San Bernardino County Real Estate Services
385 North Arrowhead Avenue Third Floor
San Bernardino, CA 92415-0180

6. Effective January 27, 2026, ADD a new Paragraph 44, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, and Exhibit "5"- LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE incorporated an attached herein, which new Paragraph 44 shall read as follows:

44. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LICENSEE has disclosed to the DISTRICT using Exhibit "5" – 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 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 \$500 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 \$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 LICENSEE or by a parent, subsidiary or otherwise related business entity of LICENSEE.

7. This Second 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 Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second Amendment (whether 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 Second Amendment upon request.

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

END OF SECOND AMENDMENT.

SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT

► Dawn Rowe, Chair

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

By _____
Deputy

Crown Castle Fiber, LLC

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

By ►
(Authorized signature - sign in blue ink)

Name Wesley Jones
(Print or type name of person signing contract)

Title Director of Permitting
(Print or Type)

Dated: _____
Address 2000 Corporate Drive
Canonsburg, PA 15317

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

► John Gomez, Real Property Manager, RESD

Date _____



EXHIBIT 5
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-subsidiary 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: Crown Castle Fiber, 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: 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	N/A

6. Name of agent(s) of LICENSEE:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	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	N/A	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	N/A

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 LICENSEE 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, LICENSEE certifies that the statements made herein are true and correct. LICENSEE 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 District. LICENSEE 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 District.