



Contract Number

20-949 A1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	EarthScope Consortium, Inc. (formerly UNAVCO, INC.)
Contractor Representative	James Downing, Esq.
Telephone Number	(303) 381-7559
Contract Term	10/1/2020 – 11/30/2030
Original Contract Amount	\$0.00
Amendment Amount	\$0.00
Total Contract Amount	\$0.00
Cost Center	6650002000
GRC/PROJ/JOB No.	67004078
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as landlord, and UNAVCO, INC. as licensee, entered into License Agreement, Contract No. 20-949 dated August 31, 2020 ("License"), wherein COUNTY licenses certain premises, as more specifically described in the License, the real property located at 11923 Joshua Road in Apple Valley, CA for a term that expired on September 30, 2025, but has continued on a permitted month-month holdover; and

WHEREAS, UNAVCO, INC., merged with IRIS Consortium to become EarthScope Consortium, Inc., who is now known as ("LICENSEE"); and

WHEREAS, the LICENSEE desires to exercise its option to extend the License for five (5) years starting December 1, 2025, and expiring November 30, 2030.

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

1. DISTRICT approves the License assignment from UNAVCO, INC., to EarthScope Consortium, Inc.

2. Pursuant to License **Paragraph 12, HOLDING OVER**, LICENSEE shall, with DISTRICT's express consent granted herein, use the Premises on a month-to-month holdover term for the period of October 1, 2025, through November 30, 2025.

3. Effective December 1, 2025, pursuant to LICENSEE's exercise of its first of three options 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 extended term of this License shall be five (5) years, commencing December 1, 2025, and ending on November 30, 2030 ("First Extended Term").

4. Effective December 1, 2025, DELETE in its entirety the existing **Paragraph 12, HOLDING OVER**, and substitute therefore the following as a new **Paragraph 12, HOLDING OVER**:

12. **HOLDING OVER:** If the LICENSEE continues in possession of the Premises after the expiration of the term or after any termination of this license prior to the expiration of the term, and if said occupancy is with the consent of the DISTRICT, then LICENSEE shall be deemed to be holding the Premises on a month-to-month basis subject to all the provisions of this license, and the annual fee payable during such period of holding over shall be the same as the annual fee most recently payable prior to the date such holding over was commenced.

5. Effective as of the date this Amendment is fully executed by the Parties, AMEND **Paragraph 30, NOTICES, LICENSEE's address**, as follows:

LICENSEE'S address: EarthScope Consortium, Inc.
1200 New York Ave NW Suite 454
Washington, D.C. 20005

6. Effective as of the date this Amendment is fully executed by the Parties, ADD in its entirety **Paragraph 40, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "C", Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 40** shall read as follows:

40. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LICENSEE has disclosed to the County using "Exhibit C" – 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 County, or (2) 12 months before the date this Lease 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 County's consideration of the Lease.

In the event of a proposed amendment to this Lease, the LICENSEE will provide the County 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 First 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 First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First 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 First Amendment upon request.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

END OF FIRST AMENDMENT.

SAN BERNARDINO COUNTY



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

By _____
Deputy

LICENSEE: EarthScope Consortium, Inc.

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

By

(Authorized signature - sign in blue ink)

Name James Downing, Esq.
(Print or type name of person signing contract)

Title Senior Contracts and Permitting Manager
(Print or Type)

Dated: _____

Address 1200 New York Ave NW Suite 454
Washington, D.C. 20005

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 "C"

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-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: EarthScope Consortium Inc

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
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
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
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
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: 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 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 County. 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 County.