

LICENSE AGREEMENT

WHEREAS, American Red Cross as licensee, (“LICENSEE”) and San Bernardino County, as licensor, (“COUNTY”) desire to enter into this License Agreement (“License”) for LICENSEE’s use of a certain portion of the COUNTY’s existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna tower located at the COUNTY’s communication site, commonly known as Onyx Peak in Big Bear, CA (APN 0305-201-05-0000) Communication Site (“Site”), for the installation and operation of LICENSEE’s communication system equipment; and

WHEREAS, COUNTY is willing to permit said use of a portion of the COUNTY existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna structure at the Site subject to certain conditions as more specifically set forth in this License; and,

WHEREAS, portions of the existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna structure at the Site to be used by LICENSEE are currently excess to the COUNTY’s needs.

NOW, THEREFORE, in consideration of the execution of this License, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

- 1.1 “License” means this License Agreement and any relevant Documents, including any Exhibits and/or Attachments, all of which are made a part of this License.
- 1.2 “Site” refers individually or collectively to the physical property and all the structures thereon, including, therein, County designated rack space, each rack space defined as space for one (1) EIA standard 19 inches wide by 2 inches deep by 7 foot tall rack or one-half (½) EIA Standard 19 inches wide by 2 inches deep by three and one half inches tall rack and the use of cable runs and County designated tower space for the placement of the antenna(s) as may be singularly or collectively approved by COUNTY.
 - 1.2.1 “Improvements” (when applicable) refers individually or collectively to the LICENSEE’s communication system and related equipment, cabling and antenna(s) as may be approved by the Innovation and Technology Department (ITD)- Communications Division.
- 1.3 “Licensee’s Equipment” (when applicable) refers individually or collectively to the LICENSEE’s communication system and related equipment, cabling and antenna(s) at the Site as may be approved by the COUNTY’s Innovation and Technology Department (ITD)- Public Safety Communications Division, and as of the commencement date of this License shall mean one rack space within the COUNTY-owned equipment shelter and two (2) antenna spaces on the COUNTY-owned antenna tower, as the LICENSEE’S antennas are set forth in Exhibit “B” of this License, at the Site.

II. LICENSE TO USE

COUNTY hereby gives permission, revocable and terminable as hereinafter provided, to LICENSEE to enter the Site for the purpose of installing and maintaining LICENSEE’s Equipment on a portion of rack space in the COUNTY-owned equipment shelter and a portion of antenna tower space on the COUNTY-owned antenna tower at the Site as designed by the County (“Licensed Area”), which Licensed Area consists of one low band transceiver and one UHF link

transceiver both located within the County-owned equipment shelter at the Site; and (ii) one low band antenna and one UHF antenna located on the County-owned antenna structure as depicted on Exhibit "B" attached hereto and made a part hereof. LICENSEE shall not install any antenna equipment or wave guide cabling or coax antenna cables at the Licensed Area or the Site without the prior written approval of the COUNTY ITD Public Safety Communications Division and only upon prior review and approval of LICENSEE's plans, specifications, and structural calculations in support of the loading of COUNTY's antenna tower at the Site. LICENSEE shall not be permitted to use the Site or the Licensed Area for any other purposes, except by prior written permission of COUNTY.

III. LICENSEE EQUIPMENT

3.1 Acknowledgement of Responsibility

LICENSEE acknowledges that the Site is essential to COUNTY's fulfilling its mission of public safety. LICENSEE warrants that it will not disturb or tamper with any COUNTY equipment, nor other COUNTY clients' or users' equipment to include, but not limited to, electronic, electrical, LPG, buildings, towers, grounding systems, antennas, feed lines, etc., at the Site. Exercising all reasonable diligence, LICENSEE warrants that it will take reasonable steps to ensure it will not interfere in any manner, the ability of the COUNTY to fulfill its mission at/through the Site.

LICENSEE shall be liable for all claims, demands, actions, and causes of action founded upon the negligence or otherwise wrongful conduct on the part of any employee or agent of LICENSEE attributable to LICENSEE's installation/maintenance or operation of LICENSEE's Equipment on the Site. Further, LICENSEE shall release, remise, and forever discharge COUNTY of and from any and all claims, demands, actions, and causes of action not based upon the intentional acts or negligence of COUNTY that LICENSEE may acquire by reason of LICENSEE's installation/maintenance or operation of LICENSEE's Equipment on the Site.

3.2 Requirements, Limitations, and Installation Conditions – This License is subject to the limitations, requirements and installation conditions as set forth below:

3.2.1 Installation: LICENSEE will observe and require LICENSEE retained contractors and sub-contractors to observe standard safety practices when climbing towers and when installing LICENSEE's Equipment on the Licensed Area as designed by the County. LICENSEE agrees to install, maintain, and operate LICENSEE's Equipment in accordance with the highest standard prevailing in the communications industry. Installation practices and materials are subject to approval of the County's ITD.

3.2.2 Access: Access to rack space and any antenna space at the Site is on an escorted basis using COUNTY ITD personnel at the appropriate COUNTY Board of Supervisors approved ITD standard time and material billing rates, on a portal-to-portal basis, in effect at the time of the escort. LICENSEE must request Site access at least three (3) working days, as defined by COUNTY government work schedule, (and excluding COUNTY holidays and closures) prior to desired access date. After hours are defined as outside the hours of 7:30 A.M. to 5:00 P.M. Pacific Standard Time, and emergency access requests will be billed at the COUNTY's Board of Supervisors approved ITD standard time and material billing rates in effect at the time of the escort.

- 3.2.3 **Equipment Changes:** Changes and modifications to LICENSEE's Equipment that may alter performance of the Site or interfere with communications at the Site are to be approved in writing prior to any installation of LICENSEE's Equipment by the COUNTY's ITD Public Safety Communications Division. Upon approval of any changes or modifications to LICENSEE's Equipment Exhibits "A" and "B" of this License, as applicable, shall be amended to reflect a change in authorized equipment. Any revised Exhibits incorporating such change(s) which shall be promptly signed by LICENSEE and returned to COUNTY
- 3.2.4 **Power:** COUNTY will install electrical power as needed above each rack to be used by LICENSEE under this License. The cost for labor and materials to perform the installation work will be the responsibility of the LICENSEE, payable by LICENSEE to COUNTY upon invoice. The cost of electrical power once installed is included in the rates payable by LICENSEE pursuant to Section V.
- 3.3 **Additional Controlling Documents** – Site may be subject to leases, master leases, licenses, rights-of-way, grants, use permits, or other controlling agreements (collectively, "Documents") secured by the COUNTY from other governmental or private entities. LICENSEE agrees to be bound by the conditions and covenants of these Documents and is responsible for any related costs that may be incurred directly or indirectly due to LICENSEE's use of its Licensed Area at the Site.
- 3.4 **Maintenance** – The costs of any installation, maintenance, operation, replacement, or removal of the LICENSEE's Equipment shall be at the sole expense of LICENSEE. Contractors providing maintenance or repair services for LICENSEE's Equipment are required to be pre-approved by the COUNTY.
- 3.5 **Interference** – LICENSEE's Equipment shall be located so as not to interfere, physically or electronically, with any of the COUNTY's operations, and any equipment installed previous to LICENSEE's installation by other COUNTY users.

In the event the COUNTY determines or is notified that the operation of the LICENSEE's Equipment caused or is causing interference to transmission and/or reception of any other communications systems in use in the vicinity of the Site, County's ITD shall notify LICENSEE to correct the problem and COUNTY reserves the right to immediately remove all or any portion of LICENSEE's Equipment from service.

If such interference is not eliminated within a twenty-four (24) hour period, COUNTY shall have the right to terminate this License, remove all or any portion of LICENSEE's Equipment from service, and take whatever immediate steps are necessary to eliminate said interference, including powering off LICENSEE's Equipment without further notification.

IV. EFFECTIVE DATE AND TERMINATION

- 4.1 **Term:** This License shall be for an initial term of five (5) years ("Initial Term"), commencing on July 1, 2026 ("Commencement Date") and expiring on June 30, 2031 ("Expiration Date"), unless the COUNTY or the LICENSEE, at the sole discretion of either, terminates the License by giving at least sixty (60) days prior written notice to the other party, provided that any such termination date shall be effective at the end of a calendar month or is otherwise earlier terminated in accordance with any other provision of this License. Neither party shall incur any liability to the other by reason of such termination. Notwithstanding the foregoing, in the event the License is terminated by LICENSEE pursuant to this Section IV but LICENSEE, despite its diligent efforts, requires additional time to remove LICENSEE's Equipment after the effective termination date, upon written

request to the COUNTY to be received by COUNTY prior to the effective termination date, COUNTY may, at its sole discretion, opt by express written consent to continue the License for a month-to-month term not to exceed one hundred twenty (120) days after the original effective termination date. During any such month-to-month term and any other holdover period with or without the COUNTY's permission, LICENSEE shall pay to COUNTY the then current monthly fee (which shall be calculated by dividing the then current annual license fees as set forth in Section V [but without the Annual Escalator] by 12.

4.2 Option to Extend Term: COUNTY gives LICENSEE the option to extend the term of the License on the same provisions and conditions, except for the Annual License Fee for three (3) five (5) year periods ("Extended Terms") following expiration of the Initial 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 beyond any applicable notice and cure period. Each extension term shall automatically commence unless either party provides at least sixty (60) days' written notice of its intent not to renew prior to the expiration of the then-current term..

V. RATES AND PAYMENT TERMS.

- 5.1 Payment rates and conditions are set forth on Exhibit "A", "San Bernardino County Rack Space and Antenna Space Rates and Payment Terms," attached hereto. Checks shall be made payable to San Bernardino County

Payment address is: Real Estate Services Department
385 N Arrowhead Ave, Third Floor
San Bernardino, CA 92415-0180

- 5.2 No substitution of or additions to LICENSEE's Equipment is permitted **without written pre-approval** of County's ITD. In the event such substitution or additional equipment is approved by the COUNTY, Exhibit "A" of this License shall be amended to reflect a change in LICENSEE's Equipment, in which case, County will provide to LICENSEE a revised Exhibit "A", incorporating such change(s) which shall be promptly signed by LICENSEE and returned to COUNTY. LICENSEE's subsequent invoice shall be adjusted in accordance with the change(s), on a prorated basis, as necessary.
- 5.3 The rates set forth in Exhibit "A" shall be adjusted on each anniversary of the Commencement Date of this License during the initial term of this License and any extended term by the "Annual Escalator".

VI. AGREEMENT AUTHORIZATION

LICENSEE warrants and represents that the individual signing this License is a properly authorized representative of the LICENSEE and has the full power and authority to enter into this License on the LICENSEE's behalf.

VII. ASSIGNMENT

This License, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

VIII. DEFAULT

If the LICENSEE does not make timely payment of amounts due under this License or breaches any term or condition of this License, COUNTY may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. COUNTY may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

IX. 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 COUNTY, 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.

X. INDEMNIFICATION AND INSURANCE

10.1 Indemnification

The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The LICENSEE'S indemnification obligation applies to the COUNTY'S "active" as well as "passive" negligence but does not apply to the COUNTY'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

10.2 Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the LICENSEE shall secure and maintain throughout the License the following types of insurance with limits as shown:

10.2.1 Workers' Compensation – A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the LICENSEE and all risks to such persons under this License.

10.2.2. Commercial/General Liability Insurance – The LICENSEE shall carry General Liability Insurance covering all operations performed by or on behalf of the LICENSEE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury

- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit

10.2.3 Commercial Property Insurance providing all risk coverage for the Licensed Area, including any building, fixtures, equipment and all property constituting a part of the licensed areas. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

10.2.4 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If LICENSEE is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the LICENSEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

10.2.5 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

10.2.6 Additional Named Insured – All policies, except for the Workers’ Compensation policies shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of this License. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

10.2.7 Waiver of Subrogation Rights –LICENSEE shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LICENSEE and LICENSEE’s employees or agents from waiving the right of subrogation prior to a loss or claim. The LICENSEE hereby waives all rights of subrogation against the COUNTY.

10.2.8 Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

10.2.9 Proof of Coverage – The LICENSEE shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESA) administering the License evidencing the insurance coverage, including endorsements, as required, at the time this License is mutually executed, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RESA, and LICENSEE shall maintain such insurance for the duration of this License. IF LICENSEE is a self-insured public entity, LICENSEE shall furnish to RESA a copy of membership in an authorized program of self-insurance at the commencement of this License and on an annual basis. Within fifteen (15) days of the Commencement Date of this License, the LICENSEE shall furnish a copy of

the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

- 10.2.10 Severability of Interests – The LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the LICENSEE and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.
- 10.2.11 Acceptability of Insurance Carrier – Unless otherwise approved by the COUNTY Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
- 10.2.12 Insurance Review – The COUNTY’s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY’s risk.
- Any such reduction or waiver for the entire term of the License and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this License. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.
- Any failure, actual or alleged, on the part of RESD or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESD or the COUNTY.
- 10.2.13 Deductibles and Self-Insurance Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 10.2.14 Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all LICENSEE’s business activities on the Licensed Area. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this License, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LICENSEE to COUNTY upon demand but only for the pro rata period of non-compliance.
- 10.2.15 COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE's operations.

10.2.16 The LICENSEE agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of the Licensed Area to provide insurance covering such use with the same insurance policies and requirements for LICENSEE as set forth in this License and naming the COUNTY as additional insured. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

XI. GENERAL TERMS AND CONDITIONS

- 11.1 Permits - LICENSEE is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- 11.2 Waiver - No waiver of a breach of any provision of this License shall constitute a waiver of any other breach, or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this License shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 11.3 Validity - The invalidity in whole or in part of any provision of this License shall not void or affect the validity of any other provision.
- 11.4 Captions and Paragraph Headings - Captions and paragraph headings used herein are for convenience only and are not a part of this License and shall not be used in construing it.
- 11.5 Exhibits - All Exhibits attached hereto, if any, are an integral part of this License and are incorporated herein by reference.
- 11.6 Entire Agreement - This License shall constitute the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This License may be amended as COUNTY and the LICENSEE mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the COUNTY and LICENSEE. This License shall be governed by the laws of the State of California.
- 11.7 Compliance – This License shall be subject to immediate termination under the following circumstances:
- (a) LICENSEE fails or neglects to comply with any term or condition of this License; or
 - (b) LICENSEE fails or neglects to comply with any reasonable requirement of COUNTY after thirty (30) days written notice and demand; or
 - (c) LICENSEE fails or neglects to comply with any Master Lease, Agreement, or Permit to which the COUNTY is subject.

In the event of such termination, the COUNTY may immediately disconnect all LICENSEE's Equipment. LICENSEE shall, if appropriate, immediately remove any and all of LICENSEE's Equipment from the Site and surrender all rights and privileges under this License. If LICENSEE fails to promptly restore the Site to its former condition, the COUNTY may restore the Site at LICENSEE's sole expense.

- 11.8 Changes and Right to Prioritize – COUNTY reserves the right to make rack and antenna space changes at the Site, and to prioritize or restrict usage as necessary to optimize overall service effectiveness of the Site to the COUNTY and its users without liability to

LICENSEE and LICENSEE shall have no claims of liability, damages, or otherwise against the COUNTY.

- 11.9 Notifications - All notices or demands required, or permitted to be given or made hereunder, shall be in writing and shall be deemed duly given upon the date actual delivery to the recipient or the recipient's refusal to accept delivery, if delivery is by hand; OR if delivery is by first class United States mail, postage pre-paid, certified or registered, return receipt requested, OR reputable overnight courier service.

Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Licensee: American Red Cross
11355 Ohio Avenue
Los Angeles, CA 90025
Gerald Thomas, COO LA
Email: Gerald.Thomas@redcross.org

County: San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave.
San Bernardino, CA. 92415-0180

With a copy to: San Bernardino County
Innovation and Technology Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

XII. INNOVATION AND TECHNOLOGY DEPARTMENT AND REAL ESTATE SERVICES DEPARTMENT AUTHORIZATION

The County's Innovation and Technology Department, through its Chief Information Officer or authorized designee, is authorized to discharge all technical functions ascribed to COUNTY in this License, except those specifically reserved by law to the Board of Supervisors. The County's Real Estate Services (RES) Director is authorized to administer all other provisions of this License, except those specifically reserved by law to the Board of Supervisors.

XIII. FORCE MAJEURE

COUNTY shall not be held liable for any delay or failure in performance of any part of this License from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

XIV. ELECTRONIC COUNTERPARTS

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this

Agreement (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 Agreement upon request.

XV. FORMER DISTRICT OFFICIALS

LICENSEE agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent LICENSEE. The information provided includes a list of former County administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of LICENSEE. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "C", List of Former County Officials.)

XVI. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE

LICENSEE has disclosed to the County using "Exhibit D" – 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 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 County's consideration of the License.

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 \$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.

END OF LICENSE AGREEMENT.

IN WITNESS THEREOF, the parties have hereto executed this License on the date set forth below their respective signatures.

SAN BERNARDINO COUNTY

AMERICAN RED CROSS

(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 Gerald Thomas
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors of
the County of San Bernardino

Title Chief Operating Officer
(Print or Type)

By _____
Deputy

Dated: _____

Address 1450 S. Central Ave

Los Angeles, CA 90021

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 "A"
SAN BERNARDINO COUNTY RACK SPACE AND ANTENNA SPACE
RATES AND PAYMENT TERMS

LICENSE AREA PROVIDED

The following Rack Space and Antenna Space selected by check mark shall be rendered to Licensee under this License:

Rack Space to House: One each low band Transceiver and one UHF Linke Transceiver

Antenna space for one low band antenna and on UHF antenna-Fees for rack space shall be waived by the County.

No Substitution of equipment or additional equipment may be added without written pre-approval of the County's Innovation and Technology Department

Contract Administration Charge* @ \$500 **

** One-time Contract Administration charge, payable upon receipt of first invoice

PAYMENT SCHEDULE

All rates, charges, and administrative fees referenced herein are waived in their entirety for the duration of this License.

Monthly Invoicing: On the last day of each month of the Term.

Semi-Annual Invoicing:

CHARGES FOR SERVICES

Equipment Type	No of Units	Rack Space and Antenna Space Charges	Annual Charge
One-Time Contract Administration Charge**			\$500.00 (waived)
Rack Space: ½		\$231.92 (waived)	\$2,783.00 (waived)
July 1, 2026 – June 30, 2027	X	\$0.00	\$0.00
July 1, 2027 – June 30, 2028	X	\$0.00	\$0.00
July 1, 2028 – June 30, 2029	X	\$0.00	\$0.00
July 1, 2029 – June 30, 2030	X	\$0.00	\$0.00
July 1, 2030 – June 30, 2031	X	\$0.00	\$0.00
Total Cost for ½ Rack Space for five-year period			\$0.00

EXHIBIT "B"
Authorized Antenna Equipment

SITE: Onyx Peak in Big Bear, CA (APN 0305-201-05-0000)
LICENSEE EQUIPMENT LISTING (SCHEMATIC) and ANTENNA DEPICTION

1-Low Band Transceiver, 1-UHF Link Transceiver
1-Low Band Antenna, 1-UHF Antenna

EXHIBIT "B"
ANTENNA DEPICTION

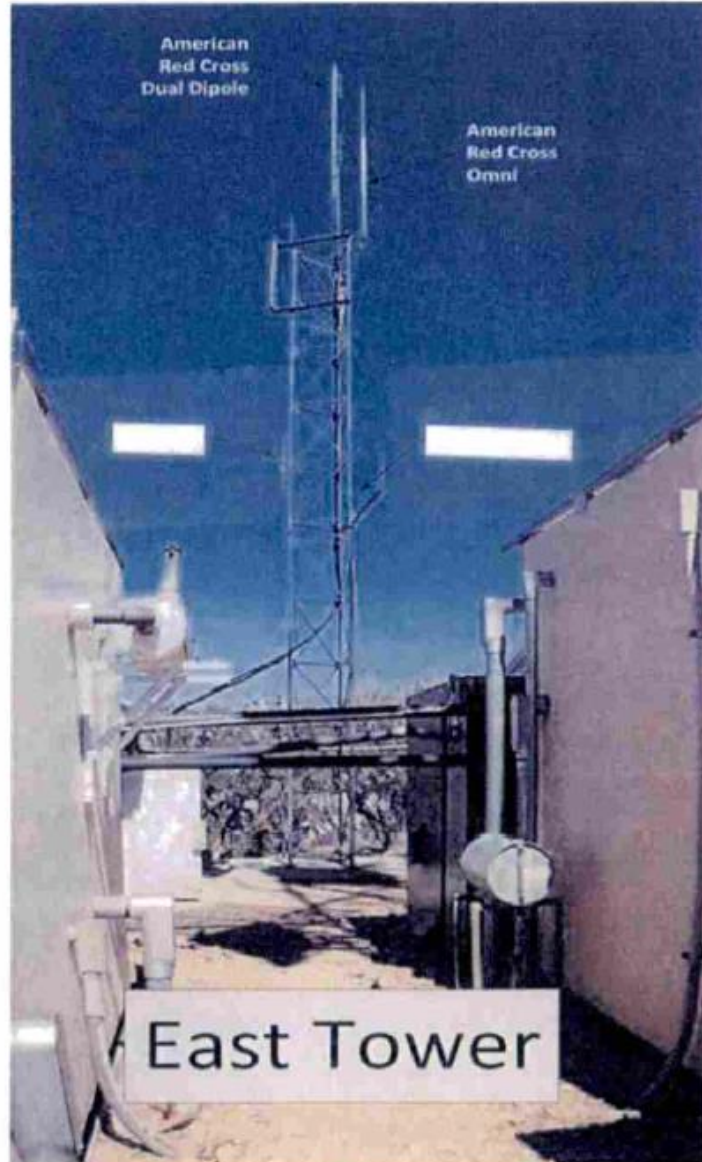


EXHIBIT "C"

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former County Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the LICENSEE, the date the Official entered LICENSEE's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION



“EXHIBIT D”
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-subsidary 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: American Red Cross, Los Angeles Region
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: _____
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):

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

Company Name	Relationship
National American Red Cross	National Headquarters

6. Name of agent(s) of Licensee:

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.

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:

Company Name	Individual(s) Name

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 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.