



ORIGINAL

Contract Number

19-415 A1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	BNSF Railway Company
Contractor Representative	Kirby Cone, Portfolio Manager
Telephone Number	(817) 857-6415
Contract Term	7/1/2019 – 11/30/2029
Original Contract Amount	\$3,120.00
Amendment Amount	\$3,380.00
Total Contract Amount	\$6,500.00
Cost Center	7810001000
GRC/PROJ/JOB No.	89003918

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

WHEREAS, the San Bernardino County, as licensor, ("COUNTY") and BNSF Railway Company, as licensee ("LICENSEE") have previously entered into a License Agreement, Contract No. 19-415, with a commencement date of July 1, 2019, (the "License"), wherein COUNTY agreed to license certain real property to LICENSEE as more specifically set forth in the License; which License is currently scheduled to expired on June 30, 2024; and has since been on a permitted month-to-month holdover; and,

WHEREAS, COUNTY and LICENSEE now desire to amend the License to extend the term of the License for five years from December 1, 2024 through November 30, 2029, following a permitted month-to-month holdover of a total of five (5) months for the period of July 1, 2024 through November 30, 2024, and amend certain other terms of the License as set forth in this amendment ("First Amendment").

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

1. Pursuant to Lease **Paragraph 6, HOLDING OVER**, LICENSEE shall, with COUNTY's express consent granted herein, use the Premises on a month-to-month holdover term for a total of five (5) months for the period of July 1, 2024 through November 30, 2024, at a monthly fee amount of \$52.00 per month.

2. Effective December 1, 2024, DELETE in its entirety to **Paragraph 2, TERM**, and SUBSTITUTE therefore a new **Paragraph 2, TERM**, which shall read as follows:

"2. **TERM:** The term of the Lease commenced on July 1, 2019 and expired on June 30, 2024, but shall be extended for five (5) years, commencing on December 1, 2024, and expiring November 30, 2029 (the "First Extended Term")."

3. Effective December 1, 2024, DELETE the existing **Paragraph 3, FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 3, FEES**:

"3. **FEES:**

"A. LICENSEE shall pay to COUNTY the following one-time, lump sum fee, within thirty (30) days of full execution of the License in the amount set forth below, which fee shall not be refunded in whole or in part to LICENSEE in the event that this License is terminated prior to the expiration of the term:

December 1, 2024 thru November 30, 2029 – one-time, lump sum fee of \$3,120.00

B. If the fee set forth in this Paragraph 3, FEE or other any other amounts payable under the Lease are not paid when due, LICENSEE shall pay to COUNTY an additional amount of Fifty and 00/100 Dollars (\$50.00) for each overdue fee or other amount as an administrative processing charge. The Parties agree that this administrative charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by LICENSEE. Acceptance of any administrative charge shall not constitute a waiver of LICENSEE's default with respect to the overdue fee or other amounts or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. The fee and other amounts not paid when due shall bear simple interest from the date due at the rate of one and one-half percent (1½%) per month until paid in full. In the event the License shall terminate early in accordance with **Paragraph 11. TERMINATION**, monthly rent for the Premises during any partial calendar month during the License Term shall be pro-rated based on the actual number of days the Premises is occupied by LICENSEE in said month."

4. Effective November 19, 2024, ADD in its entirety **Paragraph 34, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **EXHIBIT "C", Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which shall read as follows:

"34. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**

LICENSEE has disclosed to the County using Exhibit "C" - 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 County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. LICENSEE 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."

5. Effective November 19, 2024, DELETE the existing **Paragraph 11, TERMINATION**, and SUBSTITUTE therefore the following as a new **Paragraph 11, TERMINATION**:

“11. **TERMINATION**: Either party may terminate this License at any time by giving the other party written notice of any termination pursuant to this paragraph at least thirty (30) days prior to the date of termination. If the COUNTY determines it would be in COUNTY'S best interests to terminate this License, the Director of the Real Estate Services Department (RESA) shall have the authority to give LICENSEE notice of any termination pursuant to this paragraph.”

6. 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 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 First Amendment upon request.

7. 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 First Amendment, the terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SAN BERNARDINO COUNTY



Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated:

NOV 19 2024

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

By



Lynna Monelli
Clerk of the Board of Supervisors
San Bernardino County

Deputy

BNSF RAILWAY COMPANY

By



Joyia Nevels

(Authorized signature - sign in blue ink)

Name

Joyia Nevels

Title

Manager Real Estate

Dated:

November 7, 2024

Address

2650 Lou Menk Drive – MOB2

Fort Worth, TX 76131

FOR COUNTY USE ONLY

Approved as to Legal Form



John Tubbs II

John Tubbs II, Deputy County Counsel

Date

10-30-24

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Lyle Ballard

Lyle Ballard, Real Property Manager, RESD

Date

10/31/24



EXHIBIT "C"
Campaign Contribution Disclosure
(Senate Bill 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: BNSF Railway 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, <u>if</u> the individual actively supports the matter <u>and</u> 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): BNSF Railway is a wholly-owned subsidiary of Berkshire Hathaway		
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)
Jones Lang LaSalle	Kirby Cone	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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (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 <u>and</u> (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 \$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: _____

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 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 County.

Joyia E. Nevells
Signature

JOYIA E. NEVELLS
Print Name

November 7, 2024
Date

BNSF Railway Company
Print Entity Name, if applicable