



Contract Number

05-324 A4

SAP Number

Real Estate Services Department

Department Contract Representative Terry W. Thompson, Director
Telephone Number (909) 387-5000

Contractor Omnitrans
Contractor Representative Erin Rogers, CEO
Telephone Number 909-379-7129
Contract Term 6/1/2005 – 11/30/2030
Original Contract Amount \$433,420
Amendment Amount \$154,141.44
Total Contract Amount \$587,561.44
Cost Center 7812001000
GRC/PROJ/JOB No. 89002801
Internal Order No.
Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, as licensor (“COUNTY”) and Omnitrans, as licensee (“LICENSEE”), have previously entered into a License Agreement, Contract No. 05-324 dated May 3, 2005, as amended by the First Amendment dated June 15, 2010, the Second Amendment dated May 19, 2015, and the Third Amendment dated May 19, 2020 (collectively “the License”), wherein COUNTY licenses certain premises to LICENSEE for a term that is scheduled to expire May 31, 2025; and

WHEREAS, the premises licensed to LICENSEE is subject to the Communications Use Lease between the United States of America, acting through the United States Department of Agriculture, Forest Services, Lease Agreement No. 21-392 dated June 8, 2021 (Master Lease); and

WHEREAS, COUNTY and LICENSEE agree that the License, including this amendment, shall be subject to the Master Lease; and

WHEREAS, the COUNTY and LICENSEE desire to amend the License to extend the term for the period of July 1, 2026, through November 30, 2030 (the “Fourth Extended Term”), following a permitted holdover period from June 1, 2025 through June 30, 2026, and to amend certain other terms and conditions as set forth herein.

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

1. Effective July 1, 2026, pursuant to **Paragraph 5.3 of Section V., EFFECTIVE DATE AND TERMINATION**, EXTEND the term of the License for the term commencing July 1, 2026, and ending on November 30, 2030 (“Fourth Extended Term”) at the rates set forth in Section VI, as amended in this Fourth Amendment, following a permitted holdover period from June 1, 2025 through June 30, 2026.

2. Effective July 1, 2026, DELETE in its entirety the existing **Paragraph 5.4 of Section V, EFFECTIVE DATE AND TERMINATION** and SUBSTITUTE therefore a new **Paragraph 5.4 of Section V, EFFECTIVE DATE AND TERMINATION** as follows:

"V. EFFECTIVE DATE AND TERMINATION

5.1 The Fourth Extended Term shall commence on July 1, 2026. This Agreement shall remain in effect for the extended term expiring on November 30, 2030 (the “Fourth Extended Term”), unless the COUNTY or the LICENSEE, at the sole discretion of either, terminates the agreement by giving sixty (60) days written notice to the other. COUNTY may, at its sole discretion, opt not to terminate this agreement until replacement services are identified and in place; however, in no event shall COUNTY’s services be continued beyond 120 days of the original written notice. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination.

5.2 Assuming that the LICENSEE is in good standing on the date of exercising its notice and on the effective date of any renewal period, LICENSEE shall have the right to renew this License for an additional five (5) year term on the same terms and conditions applying to the initial term.

5.3 Notwithstanding anything to the contrary in this License, this License, including but not limited to the term of the License and any options to extend said term, shall be subject to the terms and conditions of the Master Lease. This License shall terminate on the earlier of the date of its expiration (being November 30, 2030, as of the date of this Fourth Amendment) or the date the Master Lease, including any permitted holdover, terminates.

3. Effective July 1, 2026, DELETE in its entirety the existing **Paragraph VI., RATES AND PAYMENT TERMS** and the existing **Exhibit “A-1”**, and SUBSTITUTE therefore the following as a new **Paragraph VI. RATES AND PAYMENT TERMS**, which shall read as follows, and ADD a new **Exhibit “A-1”**, which is attached to this Fourth Amendment and made a part hereof:

"VI. RATES AND PAYMENT TERMS

Payment rates and conditions are set forth in Exhibit “A-1,” titled “San Bernardino County Rack Space and Antenna Space Service Rates and Payment Terms,” attached hereto and incorporated herein. Rent shall be paid in advance in two equal semiannual installments due on December 1 and June 1 of each year. In order to amend this License for a change in service levels, COUNTY will provide to LICENSEE a revised Exhibit “A-1”, incorporating such rate change(s) which shall be executed 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.

Exhibit “A-1” reflects the rates in effect for the duration of the Fourth Extended Term for the spaces used pursuant to Exhibit “A-1”. Checks shall be made payable to San Bernardino County.

Annual Rack Space
(pursuant to Exhibit
“A-1”)

Payment Address is: San Bernardino County
Real Estate Services Department
385 N. Arrowhead Avenue, Third
Floor
San Bernardino, CA 92415-0180

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

5. 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 Fourth Amendment, the terms of this Fourth Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

END OF FOURTH 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

OMNITRANS

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

By ► _____
(Authorized signature - sign in blue ink)

Name Erin Rodgers
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: _____

Address 1700 West Fifth Street
San Bernardino, CA 92411

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-1"

**SAN BERNARDINO COUNTY RACK SPACE AND ANTENNA SPACE
SERVICE RATES AND PAYMENT TERMS**

SERVICES TO BE PROVIDED

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

- Rack Space Rental Annual Fee for 1 rack space at \$7,660.00
Total Annual Fee for 4 racks is \$30,640.00
- Contract Development @ \$500 **

** One-time Contract Administration charge

PAYMENT SCHEDULE

Licensee shall make rental payments as specified by check mark:

- Monthly Rent Payment:** On the last day of each month of services rendered.
- Semi-Annual Rent Payment:** In advance, on or before December 1 each year (for period December 1 through May 31 of the successive year) and on or before June 1 of each year (for period June 1 through November 30). The first payment due for the Holdover period 6/1/2025 – 6/30/2026 shall be payable within 60 days to County after mutual execution of this License

CHARGES FOR SERVICES

Equipment Type	No of Units	Rack Space & Antenna Charges per unit	Semi-Annual Charge	Total Charges
One-Time Contract Administration Charge				\$500.00
Holdover period; June 1, 2025 – June 30, 2026*				\$18,314.79
Rack Space: 4 Racks				
Semi Annual Payment 7/1/2026 – 12/31/2026	4	\$3,830	\$15,320	\$15,320
Semi Annual Payment 1/1/2027 –6/30/2027	4	\$3,830	\$15,320	\$15,320
Semi Annual Payment 7/1/2027 – 12/31/2027	4	\$3,830	\$15,320	\$15,320
Semi Annual Payment 1/1/2028 – 6/30/2028	4	\$3,830	\$15,320	\$15,320
Semi Annual Payment 7/1/2028 – 12/31/2028	4	\$3,830	\$15,320	\$15,320
Semi Annual Payment 1/1/2029 – 6/30/2029	4	\$3,830	\$15,320	\$15,320
Semi Annual Payment 7/1/2029 – 12/31/2029	4	\$3,830	\$15,320	\$15,320
Semi Annual Payment 1/1/2030 – 6/30/2030	4	\$3,830	\$15,320	\$15,320
Semi Annual Payment 7/1/2030 – 11/30/2030**	4			\$12,766.65
Total Amendment				\$154,141.44

* Permitted Holdover Period of 13 months

** Prorated term