

Contract Number
18-907 A-1

ORIGINAL

SAP Number

County Service Area 70

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Southern California Gas Company</u>
Contractor Representative	<u>Michael Friedman, Senior Lease Administrator</u>
Telephone Number	<u>(213) 218-7035</u>
Contract Term	<u>1/1/2019 – 12/31/2028</u>
Original Contract Amount	<u>\$196,257</u>
Amendment Amount	<u>\$232,495</u>
Total Contract Amount	<u>\$427,752</u>
Cost Center	<u>Split between 2320001780 & 2310001786</u>
GRC/PROJ/JOB No.	<u>52003803</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County Service Area 70 as licensor ("DISTRICT") and Southern California Gas Company as licensee ("LICENSEE") have previously entered into License Agreement No. 18-907 dated December 18, 2018 ("the License") wherein DISTRICT licenses certain real property to LICENSEE located at Pinto Mountain (APN 0592-021-14), which License is scheduled to expire December 31, 2023; and,

WHEREAS, DISTRICT and LICENSEE desire now to amend the License to extend the term of the License five years from January 1, 2024 through December 31, 2028, adjust the license fee schedule, and amend certain other terms of the License as more particularly set forth in this amendment ("First Amendment"); and,

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

1. Effective January 1, 2024, DELETE entirely the existing **Paragraph IV., EFFECTIVE DATE AND TERMINATION**, and SUBSTITUTE therefore the following as a new **Paragraph IV., EFFECTIVE DATE AND TERMINATION**, which shall read as follows:

"IV. **EFFECTIVE DATE AND TERMINATION:**

This License's initial term from the Commencement Date of January 1, 2019 through December 31, 2023 shall be extended five (5) years commencing on January 1, 2024 and shall terminate on December 31, 2028 ("First Extended Term"), unless the DISTRICT 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, provided that any such termination date shall be effective at the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination; provided, however, any License Fee pre-paid to DISTRICT beyond the termination date shall be prorated accordingly and any excess amounts prepaid to DISTRICT shall be refunded to LICENSEE. 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 its Improvements after the effective termination date, upon written request to the DISTRICT to be received by DISTRICT prior to the effective termination date, DISTRICT 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, LICENSEE shall pay to DISTRICT the then current monthly fee (which shall be calculated by dividing the then current annual service rate as set forth in Section V by 12)."

2. Effective January 1, 2024, ADD to **Section V., RATES AND PAYMENT TERMS** a new **Sub-section 5.4.** which shall read as follows:

"5.4. License Fees, if mailed, shall be sent to DISTRICT at the following address:

County Service Area 70
222 Hospitality Lane, Second Floor
San Bernardino, CA 92415-0450"

3. Effective January 1, 2024, ADD a new **Paragraph XIII., CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**, which shall read as follows:

"**XIII. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** LICENSEE has disclosed to the DISTRICT using "Exhibit C" – Campaign Contribution Disclosure Senate Bill 1439, whether it has made after January 1, 2023, any campaign contributions of more than \$250 to any member of the Board of Supervisors of the DISTRICT or other San Bernardino 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 First Amendment 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 \$250 to any member of the Board of Supervisors of the DISTRICT or other San Bernardino 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 \$250 to any member of the Board of Supervisors of the DISTRICT or other San Bernardino County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions made after January 1, 2023 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."

4. Effective January 1, 2024, DELETE in its entirety **Exhibit "A", "COUNTY SERVICE AREA 70 RACK AND ANTENNA SPACE SERVICE RATES AND PAYMENT TERMS"**, and SUBSTITUTE therefore a new **Exhibit A-1, "COUNTY SERVICE AREA 70 RACK AND ANTENNA SPACE SERVICE RATES AND PAYMENT TERMS"**, attached herein.

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 First Amendment, the terms and conditions of this First Amendment shall control.

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 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.

END OF FIRST AMENDMENT

DISTRICT:
COUNTY SERVICE AREA 70

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 05 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *Jenna Mitchell*
Jenna Mitchell
Clerk of the Board of Supervisors
San Bernardino County
Deputy
BOARD GOVERNED
COUNTY SERVICE AREAS

LICENSEE: SOUTHERN CALIFORNIA GAS
COMPANY

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

By ► *Martha Solano*
(Authorized signature - sign in blue ink)

Name Martha Solano
(Print or type name of person signing contract)

Title Real Estate Manager
(Print or Type)

Dated: 11.14.23

Address 555 W. Fifth Street

Los Angeles, CA 90012-1011

FOR COUNTY USE ONLY

Approved as to Legal Form

► *John Tubbs II*
John Tubbs II, Deputy County Counsel

Date 11-1-23

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► *Lyle Ballard*
Lyle Ballard, Real Property Manager, RESD

Date 11/14/23

EXHIBIT "A-1"

**COUNTY SERVICE AREA 70 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 and Antenna Space Rental Fee* for 2 rack spaces plus antennas @ \$43,356.00 annually
Total Annual Fee \$232,495.00

☐ Contract Development* @ \$500 **

* Fees are subject to periodic adjustment as set forth in Section V

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

PAYMENT SCHEDULE

Licensee shall be invoiced as specified by check mark:

☐ **Monthly Invoicing:** On the last day of each month of services rendered.

☒ **Semi-Annual Invoicing:** On December 31 each year (for period January 1 through June 30 of the successive year) and on June 30 of each year (for period July 1 through December 31). Both invoices equal to one half of the annual fee listed below. The first payment due for the period 1/1/2019 – 6/30/2019 shall be invoiced by DISTRICT after mutual execution of this License and payable within 60 days of the invoice date.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Equipment Type		Rack Space & Antenna Charges	Annual Charge plus one-time contract fee
One-Time Contract Administration Charge**			
Rack Space: 2 Racks			
Annual Payment 1/1/2024 – 12/31/2024		\$43,356	\$43,356
Annual Payment 1/1/2025 – 12/31/2025		\$44,873	\$44,873
Annual Payment 1/1/2026 – 12/31/2026		\$46,444	\$46,444
Annual Payment 1/1/2027 – 12/31/2027		\$48,070	\$48,070
Annual Payment 1/1/2028 – 12/31/2028		\$49,752	\$49,752
Total Cost for 2 Racks and Antenna Space for period 1/1/2024 - 12/31/2028			\$232,495



EXHIBIT "C"
Campaign Contribution Disclosure
(SB 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 DISTRICT's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the DISTRICT'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 DISTRICT'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.

Name of LICENSEE: Southern California Gas Company

1. Name of Principal (i.e., CEO/President) of LICENSEE, if the individual actively supports the matter and has a financial interest in the decision:

N/A

2. Name of agent of LICENSEE:

Company Name	Agent(s)
N/A	N/A
N/A	N/A

3. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	N/A
N/A	N/A

4. 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

5. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

6. Name of any known individuals/companies who are not listed in Questions 1-5, 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

7. 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 on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 8 and sign and date this form.

Yes ☐ If **yes**, please continue to complete this form.

8. 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/County elected officer to whom anyone listed made campaign contributions.

By signing the License, LICENSEE certifies that the statements made herein are true and correct. LICENSEE understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this License is being considered and for 12 months after a final decision by the County.