



Contract Number

05-776 A-3

SAP Number

San Bernardino County Flood Control District

| | |
|---|---|
| Department Contract Representative | <u>Noel Castillo, Assistant Director</u> |
| Telephone Number | <u>(909) 387-7906</u> |
| Contractor | <u>Sprint Communications Company L.P.</u> |
| Contractor Representative | <u>David Schaeffer, CEO</u> |
| Telephone Number | <u>913-315-0510</u> |
| Contract Term | <u>3/1/2004 –2/28/2029</u> |
| Original Contract Amount | <u>\$249,348</u> |
| Amendment Amount | <u>\$221,098.00</u> |
| Total Contract Amount | <u>\$808,804</u> |
| Cost Center | <u>1930002526</u> |
| GRC/PROJ/JOB No. | <u>38002593</u> |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

WHEREAS, the San Bernardino County Flood Control District, as licensor, ("DISTRICT") and Sprint Communications Company L.P., as licensee ("LICENSEE") have previously entered into a License Agreement, Contract No. 05-776, dated August 16, 2005, as amended by a First Amendment dated January 28, 2014, and as amended by a Second Amendment on February 12, 2019 (collectively "the License"), wherein DISTRICT agreed to license certain real property to LICENSEE as more specifically set forth in the License; which License is currently scheduled to expire on February 29, 2024; and,

WHEREAS, DISTRICT and LICENSEE now desire to amend the License to extend the term of the License from March 1, 2024 through February 28, 2029, and amend certain other terms of the License as set forth in this amendment ("Third Amendment").

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

1. Effective March 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 shall be extended for five (5) years, for an additional period commencing March 1, 2024, and expiring February 28, 2029 (the “Third Extended Term”).”

2. Effective March 1, 2024, DELETE the existing **Paragraph 3, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3, OPTION TO EXTEND TERM**:

“3. **OPTION TO EXTEND TERM:** The DISTRICT gives LICENSEE the option to extend the term of the license on the same provisions and conditions, except for annual rent, for one (1) five-year period, following the expiration of the Third Extended Term, by LICENSEE giving notice of its intention to exercise the option to DISTRICT prior to the expiration of the preceding term or during any holding over pursuant to Paragraph 15, HOLDING OVER. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.”

3. Effective March 1, 2024, DELETE the existing **Paragraph 4, FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 4, FEES**:

“4. **FEES:**

A. LICENSEE shall pay to DISTRICT the following annual fee payments in advance FOR EACH CONDUIT CONTAINING COMMUNICATION CABLE commencing when the Third Extended Term commences, and continuing each March 1 thereafter through the duration of the Third Extended Term, subject to an approximate four percent (4%) annual increase, as more specifically reflected and included in the amounts set forth below:

March 1, 2024 thru February 28, 2025 – annual payment of \$39,840 per conduit containing cable
March 1, 2025 thru February 28, 2026 – annual payment of \$41,434 per conduit containing cable
March 1, 2026 thru February 28, 2027 – annual payment of \$43,091 per conduit containing cable
March 1, 2027 thru February 29, 2028 – annual payment of \$44,815 per conduit containing cable
March 1, 2028 thru February 29, 2029 – annual payment of \$46,608 per conduit containing cable

B. In addition to the License Fee payable pursuant to **Paragraph 4.A**, LICENSEE shall pay to the DISTRICT an annual inspection fee in advance for the annual inspection of the Premises by the DISTRICT. The annual inspection fee to be payable on March 1, 2024, and on each March 1 thereafter for the duration of the Third Extended Term shall be the amount of the annual inspection fee shown on the District’s Schedule of Fees Ordinance in effect each March 1. In accordance with the DISTRICT’s currently Schedule of Fees Ordinance, the DISTRICT’s annual inspection fee due for March 1, 2024 shall be One Thousand Sixty-Two and 00/100 Dollars (\$1,062). The Annual Inspection Fee paid by LICENSEE shall not be refunded in whole or in part to LICENSEE in the event of any termination of the License.

C. If any fee or other sums due are not paid when due and payable, LICENSEE shall pay to DISTRICT an additional Fifty and 00/100 Dollars (\$50.00) for each fee or other sums due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any late charge shall not constitute a waiver of LICENSEE’s default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Fees and other sums not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.”

4. Effective March 1, 2024, ADD in its entirety **Paragraph 44, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **EXHIBIT “6”, Campaign Contribution Disclosure Senate Bill 1439** incorporated and attached herein, which shall read as follows:

“44. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**

LICENSEE has disclosed to the County using Exhibit "6" - 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. This Third 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 Third Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Third 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 Third Amendment upon request.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 Third Amendment, the terms of this Third Amendment shall control.

END OF THIRD AMENDMENT.

SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT

►

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

SPRINT COMMUNICATIONS COMPANY L.P.

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

Name David Schaeffer

Title _____
(Print or Type)

Dated: _____
2450 N Street, NW, 4th Floor
Address Washington, DC 20037

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

► _____
Lyle Ballard, Real Property Manager, RESD

Date _____



EXHIBIT "6"
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 Contractor: Sprint Communications Company L.P.

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, 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): Sprint Communications Company L.P. is an indirect wholly owned subsidiary of Cogent Communications Holdings, Inc. (CCOI) a publicly traded holding company

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

| Company Name | Relationship |
|---|-------------------------------|
| Cogent Communications Holdings, Inc. (CCOI) | Publicly Traded Parent (CCOI) |
| See Exhibit 22.1 attached to Form 10k for a complete list of subsidiaries | |

6. Name of agent(s) of Contractor: N/A

| 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): |
|--------------|-------------------|----------------------------|
| 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 | |
| | |

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, Contractor certifies that the statements made herein are true and correct. Contractor 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.

Dave Schaeffer
Dave Schaeffer (Feb 14, 2024 10:01 EST)
Signature

Feb 14, 2024
Date

David Schaeffer
Print Name

Sprint Communications Company L.P.
Print Entity Name, if applicable