

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number
03-201 A4

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>California Towers, Inc.</u>
Contractor Representative	<u>Keith Fearon</u>
Telephone Number	<u>781-926-4559</u>
Contract Term	<u>2/25/2003 - 9/30/2028</u>
Original Contract Amount	<u>\$977,896</u>
Amendment Amount	<u>\$684,711</u>
Total Contract Amount	<u>\$1,662,607</u>
Cost Center	<u>1200304020</u>
GRC/PROJ/JOB No.	<u>54001794</u>
Internal Order No.	<u></u>
Grant Number (if applicable)	<u></u>

Briefly describe the general nature of the contract:

This License amendment is a mid-term upgrade as the agreement extended automatically with the County's final option on February 25, 2023, for an additional five years. This amendment to the License Agreement extends the expiration date to September 30, 2028, adds two additional automatic five-year options to extend, unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing term. The amendment provides for the County's upgrade to San Sevaine North Tower at San Sevaine Peak near Lytle Creek, under which the County will make changes involving seven antennas; including four dish antennas, one panel antenna, and two Omni antennas, on the California Towers, Inc. owned communication facility. The annual license fee paid by the County will increase to a total of One Hundred Sixty Thousand One Hundred Seventy-Eight and 45/100 Dollars (\$160,178.45) for the first year with an annual 3% increase.

FOR COUNTY USE ONLY

Approved as to Legal Form

John Tubbs II
John Tubbs II, County Counsel

Date 8-7-24

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Lyle Ballard
Lyle Ballard, Real Property Manager, RESD

Date 8/7/24

FOURTH AMENDMENT TO TOWER ATTACHMENT LICENSE

This Fourth Amendment (the “Fourth Amendment”) to that certain Tower Attachment License dated February 25, 2003, by and between Lodestar Towers California, Inc. and County of San Bernadino (the “License”), as amended by that certain First Amendment to Tower Attachment License dated August 5, 2010, as amended by that certain Second Amendment to Tower Attachment License dated September 6, 2016, as amended by that certain Third Amendment to Tower Attachment License dated September 18, 2019 (collectively, the “Agreement”) is made and entered into as of the latter signature date hereof, by and between California Tower Inc., a Delaware corporation, as successor-in-interest to the Agreement (the “Licensor”) and San Bernardino County (the “Licensee”) (collectively, the “Parties”).

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 13910 San Sevaine Road, RANCHO CUCAMONGA, CA 91739-2135 more commonly known to Licensor as the San Sevaine, CA tower site (the “Property”); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Property; and

WHEREAS, Licensor and Licensee desire to modify the term of the Agreement; and

WHEREAS, Licensee desires to modify its equipment at the Property (“Modified Equipment”); and

WHEREAS, the Parties agree that as consideration for Licensee’s Modified Equipment, the current Fee payable under the Agreement shall be increased as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) All references to “County of San Bernardino” in the Agreement are hereby amended to read “San Bernardino County”.
- 2) Effective as of the full execution of this Fourth Amendment, the current Term of the Agreement shall be modified such that the current Renewal Term end date shall be September 30, 2028 (the “Modified Current Term End Date”).
- 3) Immediately following the Modified Current Term End Date, there shall be two (2) additional periods of five (5) years each (each a “Modified Renewal Term”). The

Agreement shall automatically renew for each successive Modified Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing term.

- 4) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit E-4.
- 5) Licensor and Licensee agree and acknowledge that Exhibit E-3 to the Agreement is hereby deleted in its entirety as of the date this Fourth Amendment is fully executed and shall be replaced with Exhibit E-4 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between Exhibit E-4 and Licensee's equipment information set forth in the Agreement, Exhibit E-4 shall control.
- 6) Effective upon September 1, 2024, ("Commencement Date"), the Fee shall be increased by Fifty-Two Thousand Nine Hundred Eighteen and 32/100 Dollars (\$52,918.32) per year ("Fee Increase") to a total of One Hundred Sixty Thousand One Hundred Seventy-Eight and 45/100 Dollars (\$160,178.45) per year. The Fee Increase for any fractional period shall be appropriately prorated.
- 7) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this Fourth Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Property completed after the execution of this Fourth Amendment by Licensor but before the Commencement Date of the installation of Licensee's Modified Equipment indicates that the Property is not suitable for Licensee's Modified Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Property on mutually agreeable terms.
- 8) Licensor and Licensee agree and acknowledge that all future payments of the Fee shall be made to the Licensor at the following remittance address:

Spectrasite Communications, LLC
29641 Network Place
Chicago, IL 60673-1296

- 9) Licensor has disclosed to San Bernardino County ("County") using the form provided by Licensee entitled, Campaign Contribution Disclosure Senate Bill 1439, which is attached hereto as Appendix I, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors ("Board") or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within 12 months before the date this Amendment was approved by the Board. Licensor acknowledges that under Government Code section 84308, Licensor is prohibited

from making campaign contributions of more than \$250 to any member of the Board or other County elected officer for 12 months after the County's consideration of the Amendment. Campaign contributions include those made by any agent/person/entity on behalf of Licensor or by a parent, subsidiary or otherwise related business entity of Licensor.

- 10) 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 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 Fourth Amendment upon request.
- 11) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 12) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

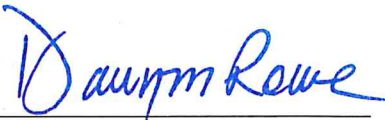
Licensors Site Name/Number: San Sevaine, CA/ 301040
Licensors Contract Number: SSI28979
Licensee Site Name/Number: Lytle Creek North Tower/ N/A

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Fourth Amendment to that certain Tower Attachment License Agreement as of the day and year written below:

LICENSOR:
California Tower, Inc., a Delaware corporation

LICENSEE:
San Bernardino County

By: 

By: 

Name: Nathaniel Ritzenthaler
Senior Counsel

Name: Dawn M. Rowe

Title: US Tower

Title: Chair, Board of Supervisors

Date: 8/7/2024

Date: AUG 20 2024

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 of the County of San Bernardino

By 



Licensors Site Name/Number: San Sevaine, CA/ 301040
Licensors Contract Number: SSI28979
Licensee Site Name/Number: Lytle Creek North Tower/ N/A

Exhibit E-4

Exhibit A-4						
Customer Name: COUNTY OF SAN BERNARDINO		ATC Asset Name: San Sevaine			ATC Asset #: 301040	
Customer Site Name: Lytle Creek North Tower				Customer Site #: N/A		
GROUND SPACE REQUIREMENTS						
Total Lease Area Sq.Ft: 334.50	Primary Contiguous Lease Area	L: 9.50'	W: 21.00'	H: 8.00'	Sq.Ft: 199.50	
	Outside Primary Lease Area	N/A	N/A	N/A	Sq.Ft: 135.00	
	Generator AREA	9.00'	15.00'	N/A	135.00	
BACKUP POWER REQUIREMENTS						
Generator: Stand Alone		Fuel Tank Size (gal): 211.0		Fuel Type: Diesel		Fuel Tank Setback (radius): N/A
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: TX/RX		Quantity: 3.0		TX Power (watts): .35		ERP Power (watts): 2,000
EQUIPMENT SPECIFICATIONS						
Type	OMNI	OMNI	PANEL	DISH-HP	DISH-HP	DISH-HP
Manufacturer	Antel	RFS	Generic	Commscope	Commscope	Commscope
Model #	BCD-7509	BPS10-O-B1	48" x 12" Panel	UHX6-107/K	USX10-6W	UHX8-59
Dimensions HxWxD	154" x 2.6" x 2.6"	168" x 6.6" x 6.6"	48" x 12" x 6"	6.46' x 6.46' x 4.44'	10' x -' x -'	8.87' x 8.87' x 3.48'
Weight (lbs.)	28.0	57.0	30.0	254.0	579.8	500.0
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	129.0'	127.0'	110.0'	110.0'	100.0'	98.0'
Tip Height	135.4'	134.0'	112.0'	113.2'	105.0'	102.4'
Base Height	122.6'	120.0'	108.0'	106.8'	95.0'	93.6'
Mount Type	N/A	Pole Mount	Leg/Flush	Stand-Off	N/A	Leg
Quantity	1	1	1	1	1	1
Azimuths/Dir. of Radiation	0	1	32.55	18.5	59	23.9
Quant. Per Azimuth/Sector	1	1	1	1	1	1
TX/RX Frequency Units	MHz	MHz	MHz	MHz	GHz	GHz
TX Frequency	750-806	746-806	746-806	11245.00,11405.00,11485.00	6.555	6.15
RX Frequency	750-806	746-806	746-806	10755.0,10915.00,10995.00	6.725	6.40
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	9	10	N/A	41.5 / 41.9 / 42.3	N/A	38.8/ 39.2/ 39.5
Total # of Lines	1	1	1	2	1	1
Individual Line Configuration	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 1 1/4" Coax Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 1	Qty: 2 Type: Elliptical Diameter: EWP90 Azimuth/Sector: 2	Qty: 1 Type: Elliptical Diameter: EW63 Azimuth/Sector: 1	Qty: 1 Type: Elliptical Diameter: EW63 Azimuth/Sector: 1
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

EQUIPMENT SPECIFICATIONS

Type	DISH-HP	DISH-HP	PANEL	DISH-HP	DISH-HP	DISH-HP
Manufacturer	Commscope	Commscope	RFS	RFS	Generic	Commscope
Model #	UHX6-107-P3A/K	USX8-6W	APV864612	SC3-W100BB	6' HP Dish	UHX6-59/L (254 lbs)
Dimensions HxWxD	6.46' x 6.46' x 4.44'	8' x 8' x 4.26'	24" x 25" x 4.5"	3.27' x -' x -'	6' x 6' x -'	6.46' x 6.46' x 4.44'
Weight (lbs.)	254.0	432.0	12.0	40.0	281.0	254.0
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	90.0'	70.0'	65.0'	64.0'	58.1'	58.0'
Tip Height	93.2'	74.0'	66.0'	65.6'	61.1'	61.2'
Base Height	86.8'	66.0'	64.0'	62.4'	55.1'	54.8'
Mount Type	Leg	N/A	N/A	Stand-Off	Leg/Flush	Leg
Quantity	1	1	1	1	1	1
Azimuths/Dir. of Radiation	138.9	59	30	8.4	22.16	23.9
Quant. Per Azimuth/Sector	1	1	1	1	1	1
TX/RX Frequency Units	GHz	GHz	MHz	GHz	GHz	GHz
TX Frequency	11.215,11.365	6.555	851-869,929.1625	11.545	11.215	6.15
RX Frequency	10.715,10.875	6.725	806-824	11.055	10.715	6.40
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	41.5/ 41.9/ 42.3	38.7 / 39.5 / 40.3	11.5/ 10.3/ 9.5/ 8.7/ 8.2/ 8	N/A	41	36.3/ 36.7/ 37.0
Total # of Lines	1	1	1	1	1	1
Individual Line Configuration	Qty: 1 Type: Elliptical Diameter: EW90 Azimuth/Sector: 1	Qty: 1 Type: Elliptical Diameter: EW63 Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 1	Qty: 1 Type: Elliptical Diameter: EW90 Azimuth/Sector: 1	Qty: 1 Type: Elliptical Diameter: EW90 Azimuth/Sector: 1	Qty: 1 Type: Elliptical Diameter: EW63 Azimuth/Sector: 1
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Licensors Site Name/Number: San Sevaine, CA/ 301040
Licensors Contract Number: SSI28979
Licensee Site Name/Number: Lytle Creek North Tower/ N/A

Appendix I



**Appendix I
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-subsidiary 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.

Licensors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Licensor: California Tower, Inc.

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: California Tower, Inc., a wholly owned subsidiary of American Tower Corporation; Steven Vondran is the CEO of American Tower Corporation

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): N/A

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

Company Name	Relationship
American Tower Corporation	California Tower Inc. is a wholly owned subsidiary of American Tower Corporation

6. Name of agent(s) of Licensor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
California Tower, Inc., a wholly owned subsidiary of American Tower Corporation	Margaret Robinson, Vice President, UST Legal for American Tower Corporation	

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



Signature

7-24-24

Date

Margaret Robinson, Vice President, UST Legal for California Tower, Inc.

Print Name

Print Entity Name, if applicable