



Contract Number

18-86 A3

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	One Internet America, LLC
Contractor Representative	Lessier Barrera
Telephone Number	(909) 635-6522
Contract Term	10/01/2023 – 9/30/2026
Original Contract Amount	\$12,604.45
Amendment Amount	\$16,112
Total Contract Amount	\$28,716.45
Cost Center	6701004250
GRC/PROJ/JOB No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, as licensor, ("COUNTY") and One Internet America, LLC, as licensee, ("LICENSEE"), previously entered into a License Agreement, Contract No. 18-86 dated February 13, 2018, as amended by the First Amendment January 28, 2020, and as amended by the Second Amendment dated February 9, 2021 (collectively, the "License"), wherein COUNTY agreed to license 100 square feet of County-owned land located at 2050 South Milliken Avenue, Ontario, CA, as specially set forth in the License, which License expired dated February 28, 2022, and has continued on a permitted month-to-month holdover; and,

WHEREAS, the COUNTY and LICENSEE now desire to amend the License to extend the term of the License for the period of October 1, 2023, through September 30, 2026, following a permitted month-to-month holdover of a total of nineteen (19) months for the period of March 1, 2022, through September 30, 2023, conditioned upon full payment of any and all fees in arrears by the commencement date of this Amendment, and adjust the annual fee payable, as more specifically set forth in this amendment ("Third Amendment"); and,

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

1. Effective October 1, 2023, DELETE in its entirety the existing **Paragraph 2., TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 2., TERM**, which shall read as follows:

“2. **TERM:** The term of the License shall be extended for a period of three (3) years, commencing on October 1, 2023 and ending on September 30, 2026 (“Third Extended Term”), which shall be conditioned upon LICENSEE paying in full any and all fees in arrears before the commencement date of this Amendment.”

2. Effective October 1, 2023, DELETE in its entirety the existing **Paragraph 3., REQUEST FOR EXTENSION OF TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3., REQUEST FOR EXTENSION OF TERM**, which shall read as follows:

“3. **REQUEST FOR EXTENSION OF TERM:** LICENSEE with COUNTY’S express consent may exercise two separate, consecutive one-year terms following expiration of the Third Extended Term, and provided that at the time of extension request, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder, LICENSEE may submit a written extension request for each one-year extension period to COUNTY for its consideration at least one (1) year prior to the expiration of the then current term. COUNTY shall, in its sole and absolute discretion, approve or reject LICENSEE’s request for each extension period and should COUNTY approve, it may condition its approval on LICENSEE’s agreement to adjust the annual fee to the fair market annual license fee then prevailing based on the annual license fee for comparable premises in San Bernardino County during an extended term. If, however, at the time LICENSEE submits its extension request, LICENSEE is in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder, the extension shall be invalid.”

3. Effective October 1, 2023, DELETE in its entirety **Paragraph 4. FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 4. FEES**:

“4. **FEES:**

A. LICENSEE shall pay to COUNTY an annual fee of Three Thousand Four Hundred Sixty and 00/100 Dollars (\$3,460.00), plus arrears in the amount of Five Thousand Four Hundred Eighteen and 00/100 Dollars (\$5,418.00) payable in advance on October 1, 2023 (“Commencement Date”).

Address for Payment of Fees: County of San Bernardino
Solid Waste Management Division
825 East 3rd Street, Room 201,
San Bernardino, CA 92415

B. LICENSEE shall pay to COUNTY the following annual fee payments in advance by the Commencement Date, and continuing each October 1, of each year thereafter through the Third Extended Term, subject to an approximate three percent (3%) annual increase, as more specifically reflected and included in the amounts set forth below:

Term	Total Annual Revenue
March 1, 2022 – September 30, 2023	\$5,418*
October 1, 2023 – September 30, 2024	\$3,460
October 1, 2024 – September 30, 2025	\$3,564
October 1, 2025 – September 30, 2026	\$3,670

*Arrears

C. If any annual fee or other sums are not paid when due and payable, LICENSEE shall pay to COUNTY an additional One Hundred and No/100 Dollars (\$100.00) for each overdue annual fee or other sums 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 late charge shall not constitute a waiver of LICENSEE’s default with respect to the overdue fee or other sums due or prevent COUNTY from exercising any of the other rights and remedies available to

COUNTY. Annual fees and other sums not paid when due shall bear simple interest from the date due at the rate of one and one-half percent (1 ½%) per month until paid in full.

4. Pursuant to **Paragraph 15., HOLDING OVER**, LICENSEE with COUNTY'S express consent has continued to occupy the Premises (as defined in the License) on a holdover basis for a nineteen (19) month period from March 1, 2022 through September 30, 2023 for a total of \$5,418 payable for the duration of said holdover period.

5. Effective October 1, 2023, ADD new **Paragraph 44., and Exhibit "D" – Campaign Contribution Disclosure** referred to herein is incorporated into the License Agreement, Contract No. 18-86. New **Paragraph 44**, to read as follows:

"44. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**: LICENSEE has disclosed to the County using Exhibit D - 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, Licensee 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 License.

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.

6. 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

►

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

LICENSEE: One Internet America, LLC

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

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

Lessier Barrera

Name _____
(Print or type name of person signing contract)

Title Member _____
(Print or Type)

Dated: _____

Address 350 S. Milliken Ave., Suite E
Ontario, CA 91761

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 "D"
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 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.

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

1. Name of Lessor: One Internet America, LLC

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

Leisser Barrera

3. Name of agent of Lessor:

Company Name	Agent(s)
One Internet America, LLC	Leisser Barrera

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

Company Name	Contact

5. 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):

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

Yes No

7. 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

8. 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. 9 and sign and date this form.

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

9. 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.