

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE FOLLOWING:
SAN BERNARDINO COUNTY
BOARD GOVERNED COUNTY SERVICE AREAS
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE FOLLOWING:
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
INLAND COUNTIES EMERGENCY MEDICAL AGENCY
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
BIG BEAR VALLEY RECREATION AND PARK DISTRICT
BLOOMINGTON RECREATION AND PARK DISTRICT
AND RECORD OF ACTION**

September 9, 2025

FROM

LYNN FYHRLUND, Chief Information Officer, Innovation and Technology Department

SUBJECT

Non-Financial Agreements with Space Exploration Technologies Corp. for Starlink Satellite-Based Internet Service and Software Licenses

RECOMMENDATION(S)

1. Acting as the governing body for San Bernardino County, and as the governing body for the Board Governed County Services Areas; San Bernardino County Flood Control District; Big Bear Valley Recreation and Park District; Bloomington Recreation and Park District; In-Home Supportive Services Public Authority; Inland Counties Emergency Medical Agency; and San Bernardino County Fire Protection District, terminate non-financial Terms of Service Contract No. 24-983 with Space Exploration Technologies Corp., for Starlink satellite-based internet services and software licenses.
2. Acting as the governing body for San Bernardino County, and as the governing body for the Board Governed County Services Areas; San Bernardino County Flood Control District; Big Bear Valley Recreation and Park District; Bloomington Recreation and Park District; In-Home Supportive Services Public Authority; Inland Counties Emergency Medical Agency; and San Bernardino County Fire Protection District, approve the following non-financial agreements with Space Exploration Technologies Corp., including non-standard terms, for Starlink satellite-based internet services and software licenses, effective the date of acceptance and remaining in effect for as long as the County and its affiliated agencies continue to access or use the underlying software, or until terminated in accordance with the provisions of the agreements:
 - a. Terms of Service (**Agreement No. 25-715**)
 - b. Acceptable Use Policy(**Agreement No. 25-714**)

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3. Acting as the governing body for San Bernardino County, designate the Chief Information Officer, Assistant Chief Information Officer, or IT Division Chief as the representative authorized for San Bernardino County to electronically accept the agreements identified in Recommendation No. 2, and future updates to the agreements, subject to review by County Counsel, provided that such updated terms do not substantively modify the terms of the original agreements.
4. Acting as the governing body for the Board Governed County Services Areas; San Bernardino County Flood Control District; Big Bear Valley Recreation and Park District; Bloomington Recreation and Park District; In-Home Supportive Services Public Authority; Inland Counties Emergency Medical Agency; and San Bernardino County Fire Protection District, designate the Chief Executive Officer as the representative authorized for Board Governed County Services; San Bernardino County Flood Control District; Big Bear Valley Recreation and Park District; Bloomington Recreation and Park District; In-Home Supportive Services Public Authority; Inland Counties Emergency Medical Agency; and San Bernardino County Fire Protection District to electronically accept the agreements identified in Recommendation No. 2, and future updates to the agreements, subject to review by County Counsel, provided that such updated terms do not substantively modify the terms of the original agreements.
5. Direct the Chief Information Officer, Assistant Chief Information Officer, or IT Division Chief to transmit printed copies of any non-substantive updates to the terms of the agreements, that are electronically accepted, to the Clerk of the Board of Supervisors within 30 days.

(Presenter: Lynn Fyhrlund, Chief Information Officer, 388-5501)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Space Exploration Technologies Corp. (SpaceX) Terms of Service (TOS) and Acceptable Use Policy (AUP) for Starlink satellite-based internet services are non-financial in nature and do not commit the Innovation and Technology Department (ITD), the County, or its affiliated agencies to make any purchases. If future purchases are made in conjunction with the agreements, ITD, the County, and its affiliated agencies will adhere to purchasing policies and return to the Board of Supervisors/Board of Directors (Boards) for approval, if necessary.

BACKGROUND INFORMATION

Multiple County departments and affiliated agencies require satellite-based internet service to provide internet access in remote parts of the county where cable or fiber optic network infrastructure does not exist or in situations where mobility is required. Starlink is a satellite-based internet service provided by SpaceX that places thousands of small satellites in low Earth orbit that work in combination with ground transceivers.

On March 9, 2021 (Item No. 16), the Board of Supervisors approved Agreement No. 21-191 with SpaceX on behalf of the County for the provision of Beta Starlink. The agreement included terms of service, a service order, and statement of work in the amount of \$61,464, plus applicable taxes, for the period of March 15, 2021, through March 14, 2022. The service order and statement of work allowed the County to purchase the required equipment to test Starlink to explore new technologies for the purpose of increasing services provided to county residents.

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and communities served. The Beta Starlink testing was successful and met the needs of County departments and its affiliated agencies.

On October 24, 2023 (Item No. 83), the Boards approved templates of Starlink's TOS, AUP, and Software License and Usage Terms (collectively, Agreements), remaining in effect for as long as the County and its affiliated agencies continue to access or use the underlying software or until terminated in accordance with the Agreements.

On October 8, 2024 (Item No. 50), the Boards approved the updated TOS Agreement No. 24-983 with SpaceX remaining in effect for as long as the County and its affiliated agencies continue to access or use the underlying software or until terminated in accordance with the agreement.

In July 2025, upon ITD's annual review of the Agreements, it was determined that SpaceX had again issued a new TOS and AUP with no clear revision date. The new TOS makes significant changes to the governing law, payment terms, charges for their services, and the type of plans they offer. The latest version of the TOS and AUP replaces the prior versions but does not impact the services utilized by ITD.

The TOS and AUP are SpaceX's standard commercial agreements, which include terms that differ or are omitted from the standard County contract. The TOS and AUP are both non-negotiable clickwrap agreements. The non-standard and missing terms include the following:

1. Governing law is Texas.
 - The County standard contract requires California governing law.
 - Potential Impact: The Agreements will be interpreted under Texas law. Any questions, issues or claims arising under this Agreement will require the County to hire outside counsel competent to advise on Texas law, which may result in fees that exceed the total agreement amount.
2. All disputes arising under the Agreements must be settled by binding arbitration.
 - The County standard contract does not require arbitration.
 - Potential Impact: Arbitration decisions are not appealable. In addition, disputes that might otherwise be settled in small claims court would incur arbitration costs that would exceed the costs of a small claims action, and the amount of the Agreements. County Counsel cannot advise on whether and to what extent such arbitration provisions may be enforceable against a government entity under Texas law.
3. SpaceX may change the Agreements' terms at any time and will provide notice of material changes. The County's continued use of the services constitutes acceptance of the modified terms.
 - The County standard contract requires that any changes to the contract be reduced to writing, executed, and attached to the original contract and approved by the person(s) authorized to do so on behalf of the contractor and the County.
 - Potential Impact: The County could be agreeing to new terms without review by anyone, including County Counsel, and without approval of the new terms by the Board. County Counsel cannot advise on whether and to what extent Texas law may affect the enforceability of unilateral changes to the terms.

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4. SpaceX may assign the Agreements without notice to the County and without the County's approval.
 - The County standard contract requires that the County must approve any assignment of the contract.
 - Potential Impact: SpaceX could assign the Agreements to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest, without the County's knowledge. Should this occur, the County would be out of compliance with the law until it becomes aware of the assignment and terminates the Agreements.
5. The Agreements do not require Space X to indemnify the County, as required by County Policies 11-05 and 11-07, including for intellectual property infringement claims.
 - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors or omissions of any person. The standard contract provision for intellectual property indemnity is Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services.
 - Potential Impact: SpaceX is not required to defend, indemnify, or hold the County harmless from any claims, including indemnification for claims arising from SpaceX's negligence or intentional acts and intellectual property infringement. If the County is sued for any claim, including intellectual property infringement based on its use of SpaceX's software or services, the County may be solely liable for the costs of defense and damages, which could exceed the total amount of the Agreements. County Counsel cannot advise on whether and to what extent Texas law may allow the County to require SpaceX to defend or indemnify it absent an express provision in the Agreement.
6. The County is required to indemnify SpaceX against all claims arising under the Agreements and the County's use of the service, including the County's breach of the Agreements, violation of the Acceptable Use Policy by the County's users, negligence, reckless, or intentionally wrongful acts by the County or any user of the County's account.
 - The County's standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: By agreeing to indemnify SpaceX, the County could be contractually waiving the protection of sovereign immunity or other statutory immunities. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against SpaceX without such limitations and the County would be responsible to reimburse SpaceX for costs, expenses, and damages, which could exceed the total amount of the Agreements. County Counsel cannot advise on, whether and to what extent, Texas law may limit or expand this Agreement term.
7. The Agreements do not require SpaceX to meet the County's insurance standards as required pursuant to County Policies 11-05, 11-07 and 11-07SP.
 - County Policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and set forth in the County standard contract.

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- Potential Impact: The County has no assurance that SpaceX will be financially responsible for claims that may arise from the County's use of the service, which could result in expenses to the County that exceed the total amount of the Agreements.
8. SpaceX limits its aggregate maximum liability to the County to the total amount paid by the County to SpaceX in the six months preceding the claim, with no exceptions.
- The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the amount of the Agreements leaving the County financially liable for the excess. County Counsel cannot advise on, whether and to what extent, Texas law may limit or expand the exclusion of limits to the extent prohibited by applicable law.
9. SpaceX provides the service "as is" without any warranty, places the sole risk of use on the County, and specifically states that the services are not suited, and not intended as a mission-critical or safety-of-life service.
- There is no warranty requirement in the County standard contract. The County expects its vendors and service providers to fully warrant the products and services they provide to the County.
 - Potential Impact: The County's use of the service is solely at its own risk. County Counsel cannot advise on, whether and to what extent, Texas law may limit or expand the disclaimers of warranty to the extent prohibited by applicable law.

ITD recommends approval of the new SpaceX TOS and AUP associated with the Starlink services and software licenses, including non-standard terms, to maintain compliance and allow the County and its affiliated agencies to provide internet services where traditional internet services are not feasible due to infrastructure limitations, cost, or other connectivity challenges.

PROCUREMENT

Purchasing supports the non-competitive procurement of Starlink developed by SpaceX based on its proprietary software. Starlink is currently the only satellite-based internet service capable of meeting the County's operational requirements by delivering high-speed, low-latency broadband to remote and mountainous areas where traditional infrastructure is unavailable or unreliable. Its proprietary software, secure network architecture, and proven performance in emergencies and government use cases make it the only viable solution at this time to support resilient, scalable connectivity for enhanced communications and improved government operations across the County.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Kaleigh Ragon, Deputy County Counsel, 387-5455) on August 11, 2025; Purchasing (Joni Yang, Buyer III, 387-2463) on August 6, 2025; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on August 6, 2025; and County Finance and Administration (Ivan Ramirez, Administrative Analyst, 387-4020) on August 20, 2025.

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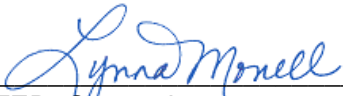
Record of Action of the Board of Directors
Bloomington Recreation and Park District
Big Bear Valley Recreation and Park District
In-Home Supportive Services Public Authority
Inland Counties Emergency Medical Agency (ICEMA)
San Bernardino County Fire Protection District

Record of Action of the Board of Supervisors
San Bernardino County Flood Control District
Board Governed County Service Areas
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD/SECRETARY

BY 
DATED: September 9, 2025



cc: IT - Thomas w/agree
Contractor - c/o IT w/agree
File - w/agree
MBA 09/19/2025