



Contract Number

18-86 A4

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	Leisser Barrera
Telephone Number	(909) 635-6522
Contract Term	3/1/2018 – 9/30/2031
Original Contract Amount	28,716.45
Amendment Amount	20,067.00
Total Contract Amount	48,783.45
Cost Center	6700004250
GRC/PROJ/JOB No.	69003721
Grant Number (if applicable)	

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, dated January 28, 2020, as amended by the Second Amendment, dated February 9, 2021, and as amended by the Third Amendment, dated September 12, 2023 (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 expires September 30, 2026; 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, 2026 through September 30, 2031.

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

1. Effective October 1, 2026, 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 said License shall be extended for five (5) years duration starting October 1, 2026 and ending on September 30, 2031 ("Fourth Extended Term").

2. Effective October 1, 2026, DELETE in its entirety the existing **Paragraph 4., FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 4., FEES**, which shall read as follows:

4. **FEES:**

A. LICENSEE shall pay to COUNTY an annual fee of Three Thousand Four Hundred Sixty and 00/100 Dollars (\$3,460.00).

Address for Payment of Fees: San Bernardino County
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 start date, and continue each October 1, of each year thereafter through the Fourth 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
October 1, 2026 through September 30, 2027	\$3,780
October 1, 2027 through September 30, 2028	\$3,893
October 1, 2028 through September 30, 2029	\$4,010
October 1, 2029 through September 30, 2030	\$4,130
October 1, 2030 through September 30, 2031	\$4,254

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 00/100 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 (1½%) per month until paid in full.

3. Effective October 1, 2026, DELETE in its entirety the existing **Paragraph 5., FEE ADJUSTMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 5., FEE ADJUSTMENTS**, which shall read as follows:

5. **FEE ADJUSTMENTS:** The annual fee is subject to three percent (3%) fixed annual increases as reflected above. There are no Consumer Price Index annual adjustments on the fee.

4. Effective as the date of this Amendment is fully executed by the parties, DELETE in its entirety the existing **Paragraph 33., NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 33., NOTICES**, which shall read as follows:

33. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by United States, postage prepaid, first-class mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed

to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed delivered and effective upon the either of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, United States first-class mail, certified or registered, return receipt requested.

COUNTY's address: San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

With a copy to: San Bernardino County
Solid Waste Management Division
222 West Hospitality Lane, Second Floor
San Bernardino, CA 92415-0017

LICENSEE's address: One Internet America, LLC
3833 Ebony Street
Ontario, CA 91764
Attn: Leisser Barrera, Member

5. Effective as the date of this Amendment is fully executed by the parties, DELETE in its entirety **Paragraph 44., CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)** and **EXHIBIT "D", Campaign Contribution Disclosure**, and SUBSTITUE therefore the following as a new **Paragraph 44, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE**, and **Exhibit "D" Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 44** shall read as follows:

43. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE**: LICENSEE has disclosed to the COUNTY using "Exhibit D" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasure/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Landlord's proposal to the County, or (2) 12 months before the date this Lease 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 \$500 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 \$500 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.

Campaign contributions 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.

6. 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

7. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of conflict between the License and this Fourth Amendment, the provisions and terms of this Fourth Amendment shall control.

END OF FOURTH 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)

Name Leisser Barrera

(Print or type name of person signing contract)

Title Member

(Print or Type)

Dated: _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel Date _____	► _____ Date _____	► John Gomez, Real Property Manager, RESD Date _____

EXHIBIT "D"



Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing 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 LICENSEE: One Internet America, LLC
2. Is the entity listed in Question No.1 a nonprofit 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: Leisser Barrera
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): Leisser Barrera
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of LICENSEE:

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):

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

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒X

Yes ☐ If yes, please provide the contribution information in Question 11.

10. Has an agent of LICENSEE made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒ If no, please skip question 11.

Yes ☐ If yes, please provide the contribution information in Question 11.

11. 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 the Contract, LICENSEE certifies that the statements made herein are true and correct. LICENSEE acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. LICENSEE understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.