



Contract Number
18-86 A-2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director Real Estate Services Department
Telephone Number	(909) 387-5252
Contractor	One Internet America, LLC
Contractor Representative	Leisser Barrera
Telephone Number	(909) 457-0906
Contract Term	3/01/2018 - 2/28/2022
Original Contract Amount	\$9,245.45
Amendment Amount	\$3,359.00
Total Contract Amount	\$12,604.45
Cost Center	6701784250
GRC/PROJ/JOB No.	69003721
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino ("COUNTY"), as licensor, and One Internet America, LLC, ("LICENSEE"), as licensee, previously entered into a License Agreement, Contract No. 18-86 dated February 13, 2018 wherein COUNTY agreed to licensed certain premises, located at 2050 South Milliken Avenue, Ontario, CA, as more specifically set forth in the License, to LICENSEE for a term that is scheduled to expire on February 28, 2021; and,

WHEREAS, pursuant to Paragraph 3, REQUEST FOR EXTENSION OF TERM, LICENSEE has requested that the License be extended for one year and COUNTY agrees to LICENSEE's extension request; and

WHEREAS, the COUNTY and LICENSEE now desire to amend the License to extend the term of the License for one year from March 1, 2021 through February 28, 2022, adjust the annual fee payable and add the right for LICENSEE to request two additional one-year extensions of the term, as more specifically set forth in this amendment ("Second Amendment"); and,

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

1. Effective March 1, 2021, 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 one (1) year, commencing on March 1, 2021 and ending on February 28, 2022 ("Second Extended Term")."

2. Effective March 1, 2021, DELETE in its entirety Paragraph 3. REQUEST FOR EXTENSION OF TERM, and SUBSTITUTE therefore the following as new Paragraph 3. REQUEST FOR EXTENSION OF TERM, which shall read as follows:

"3. **REQUEST FOR EXTENSION OF TERM:** If LICENSEE desires to extend the term of the license for two separate, consecutive one-year terms following the expiration of the Second 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 license fee to the fair market annual license fee then prevailing based on the annual license fee for comparable premises in the County of San Bernardino as determined by the COUNTY, and to amend other terms and conditions, as required by 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 request shall be invalid.

3. Effective March 1, 2021, DELETE in its entirety 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 Three Hundred Fifty Nine and 00/100 Dollars (\$3,359.00) payable in advance on March 1, 2021.

Address for Payment of Fees: County of San Bernardino
Solid Waste Management Division
222 West Hospitality Lane, Second Floor
San Bernardino, CA. 92415-0017

B. If any annual fee or other sums due 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 due 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 (1½%) per month until paid in full."

4. Effective March 1, 2021, DELETE in its entirety Paragraph 5. FEE ADJUSTMENTS, and SUBSTITUTE therefore the following as a new Paragraph 5. FEE ADJUSTMENTS, which shall read as follows:

"5. **RESERVED**"

5. Effective as of the date of this Second Amendment, ADD a new Paragraph 43, COUNTERPARTS, which shall read as follows:

43. **COUNTERPARTS.** This Second 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 Second Amendment. For purposes of this Second Amendment only (and not for any subsequent amendments of this Lease), the parties shall be entitled to sign and transmit an electronic signature of this Second 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 execute and deliver to the other party an original signed Second Amendment upon request.

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

END OF SECOND AMENDMENT

County of San Bernardino

►
Curt Hagman, Chairman, 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
of the County of San Bernardino

By _____
Deputy

LICENSEE: One Internet America, LLC

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

By LEISSER BARRERA
(Authorized signature - sign in blue ink)

Name Leisser Barrera
(Print or type name of person signing contract)

Title Member
(Print or Type)

Dated: 2/2/2021

Address 3833 Ebony Street
Ontario, CA, 91761

Approved as to Legal Form

►
Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Jim Miller, Real Property Manager RESD

Date _____