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

Contract Number

22-745 A3

SAP Number
4400020397

San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey
Telephone Number	909-387-5779
Contractor	Sustainable Mitigation
Contractor Representative	Anthony Hoag
Telephone Number	951-712-2327
Contract Term	09/01/2022-08/31/2027
Original Contract Amount	$1,050,000 Aggregate Total
Amendment Amount No.1	$1,500,000
Amendment Amount No.2	$0
Amendment Amount No.3	$750,000
Total Contract Amount	$3,300,000 Not to Exceed Aggregate Total
Cost Center	1062022410
Grant Number (if applicable)	N/A

AGREEMENT BETWEEN
SAN BERNARDINO COUNTY,
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT,
AND SUSTAINABLE MITIGATION
FOR ON-CALL FIRE HAZARD ABATEMENT SERVICES

WHEREAS, the Board of Supervisors for San Bernardino County, through its Land Use Services Department (County), approved Agreement Contract No. 22-745 (Agreement) with Sustainable Mitigation (Contractor) for Fire Hazard Abatement (FHA) services; and

WHEREAS, San Bernardino County Fire Protection District (SBCFPD) and the County have entered into an agreement to authorize SBCFPD to assume administration of the FHA Program, including contracts for on-call FHA services; and

WHEREAS, the County hereby assigns the Agreement with Contractor to SBCFPD, and upon assignment, all references to County in the Agreement shall be deemed to refer to SBCFPD; and

WHEREAS, Contractor Consents to the assignment of the Agreement to SBCFPD; and

WHEREAS, the parties mutually desire to increase the total not-to-exceed amount by $750,000, from $2,550,000 to $3,300,000, and extend the term by one year through August 31, 2027; and

NOW, THEREFORE, in consideration of the above, County, SBCFPD, and the Contractor hereby agree to amend the Agreement as follows:

1. **SECTION A, DEFINITIONS, of the Agreement is DELETED in its entirety and REPLACED with the following:**

   A.1 FHA means San Bernardino County Fire Protection District's (SBCFPD) Fire Hazard Abatement (FHA) Program.

2. **SECTION D, TERM OF CONTRACT, of the Agreement is DELETED in its entirety and REPLACED with the following:**

   D. TERM OF CONTRACT
   This Contract is effective as of September 1, 2022, and expires August 31, 2027, but may be terminated earlier in accordance with provisions of this Contract.

3. **SECTION F.1 of the FISCAL PROVISIONS of the Agreement is DELETED in its entirety and REPLACED with the following:**

   F.1 The maximum amount of payment under this Contract shall be an aggregate amount not to exceed $3,300,000 and shall be subject to availability of funds to SBCFPD. The consideration to be paid to the Contractor, as provided herein, shall be full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

4. **SECTION J, NOTICES**, **of the Agreement is DELETED in its entirety and REPLACED with the following:**

   All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

   San Bernardino County Fire Protection District
   Attn: Office of Fire Marshal
   598 S. Tippecanoe Ave., 1st Floor
   San Bernardino, CA 92415
   Sustainable Mitigation
   P.O. Box 1132
   Angeles Oaks, CA 92305

   Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

5. **NOVATION.** The County hereby novates and assigns to SBCFPD all of County's rights, title, and interest and duties, liabilities, an obligations under the Agreement so as to substitute SBCFPD for County as a party to Agreement for all purposes as of the Effective Date of this amendment.

6. Contractor hereby consents to the novation and assignment to SBCFPD.

7. The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference as though fully set forth herein.

8. This novation and assignment of the Agreement to SBCFPD and extension of the Agreement term shall be effective as of July 1, 2026.

9. ALL OTHER TERMS AND CONDITIONS OF CONTRACT NO. [22-745, 22-745 A1 and 22-745 A2.**] REMAIN IN FULL FORCE AND EFFECT.**

10. This agreement 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this 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 Amendment upon request.

[Signatures on next page.]

IN WITNESS WHEREOF, County, SBCFPD, and the Contractor have each caused this agreement to be executed, approved, and subscribed to by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►

Dawn Rowe, Chair, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell, Secretary

By_____

Deputy

Sustainable Mitigation

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

By

►

(Authorized signature - sign in blue ink)

Name: Anthony Hoag

(*Print or type name of person signing contract)*

Title Owner

(Print or Type)

Dated: _____

Address

_____

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Aaron Gest, Deputy County Counsel		
Date	Date	Date

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Brett Davison, Deputy County Counsel	Thomas Bustamonte, Assistant Director	Miguel Figueroa, Director
Date	Date	Date

ATTACHMENT C
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-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.

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

1. Name of Contractor: N/A

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: Anthony Hoag

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
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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 $500, 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: N/A

    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, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities 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 while award of this Contract is being considered and for 12 months after a final decision by the County.