



Contract Number

20-870 A-1

SAP Number

440014962

Public Works

Department Contract Representative	<u>David Vogel</u>
Telephone Number	<u>(909) 386-8814</u>
Contractor	<u>CycloMedia Technology, Inc.</u>
Contractor Representative	<u>Bryan Mueller, CAO</u>
Telephone Number	<u>(510)900-5142</u>
Contract Term	<u>9/1/2020 thru 8/31/2025</u>
Original Contract Amount	<u>\$1,688,644</u>
Amendment Amount	<u>\$392,477</u>
Total Contract Amount	<u>\$2,081,121</u>
Cost Center	<u>6650002000</u>

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 1 to Contract No. 20-870

San Bernardino County ("County") and CycloMedia Technology, Inc. ("Consultant"), hereby seek to enter into this Amendment No. 1 to amend Contract No. 20-870 ("Contract") as follows:

1. ADD the attached Exhibit 3 – Cyclomedia Statement of Work (SOW), to Contract ATTACHMENT A Scope of Services and which shall be incorporated into the Contract's scope of services herein by this reference and as referenced in Section B.1, Services, of the Contract.
2. ADD the following paragraph as paragraph C.47 in Section C of the Contract:

C.47. EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any

new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

3. ADD the following paragraph as paragraph C.48 in Section C of the Contract:

C.48 Political Contributions

Contractor has disclosed to the County using Attachment F – Senate Bill 1439 Contractor Information Report, 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 Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor 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 Contract.

In the event of a proposed amendment to this Contract, the Contractor 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.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

4. ADD the attached ATTACHMENT F – Senate Bill 1439 Contractor Information Report, as referred to in Section C.48 and incorporated by reference.
5. DELETE paragraph E.1 in Section E., “COUNTY RESPONSBLITIES”, and REPLACE it with a revised paragraph E.1., which shall now read as follows:

E.1 Compensate the Consultant for the services set forth in the Attachment A - Scope of Services, upon approval of a properly prepared invoice subject to the requirements of Article F, as agreed to in Attachment B - Schedule of Fees, in an amount not to exceed \$2,081,121, plus any approved contingency, over the Contract term.

6. ADD paragraph E.1.2.8 in Section E., “COUNTY RESPONSBLITIES”, which shall read as follows:

E.1.2.8 ATTACHMENT A, Exhibit 3 - Statement of Work – (\$392,477) of fee upon completion of the work.

7. DELETE paragraph F.1 in Section F., “FISCAL PROVISIONS”, and REPLACE it with a revised paragraph F.1., which shall now read as follows:

F.1 The maximum amount of payment under this Contract shall not exceed \$2,081,121, plus any approved contingency, and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item

of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

8. All other terms and conditions of Agreement No. 20-870 shall remain unchanged.
9. This Amendment No. 1 shall take effect on the date it is last signed by both parties.
10. This 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 Amendment. 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 following page]

IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County and Consultant have each caused this amendment to be subscribed by their respective duly authorized officers, on their behalves.

SAN BERNARDINO COUNTY

CycloMedia Technology, Inc.

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

▶ _____
Dawn Rowe, Chair, Board of Supervisors

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

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ _____
Aaron Gest, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
▶ _____
Andy Silao, P.E.
Date _____

Reviewed/Approved by Department
▶ _____
Brendon Biggs, Director
Date _____

EXHIBIT 3
TO ATTACHMENT A
CYCLOMEDIA STATEMENT OF WORK (SOW)



ATTACHMENT F

Senate Bill 1439

Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with 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; 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 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.

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: CycloMedia Technology, Inc.

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:

N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	

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

Company Name	Contact
N/A	

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):
N/A		

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
N/A	

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 Contract, Contractor certifies that the statements made herein are true and correct. Contractor 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 Contract is being considered and for 12 months after a final decision by the County.