

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



Contract Number

21-615 A-2

SAP Number

4400017930

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	3E Company, Environmental Ecological and Engineering, LLC dba 3E
Contractor Representative	Teresa Milam
Telephone Number	(330) 642-4041
Contract Term	August 24, 2021 through August 23, 2026
Original Contract Amount	NTE \$66,373
Amendment Amount	NTE \$22,785
Total Contract Amount	NTE \$89,158
Cost Center	9184004200
Grant Number (if applicable)	

AMENDMENT NO. 2

WHEREAS, San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") and 3E Company, Environmental Ecological and Engineering, LLC d/b/a Verisk 3E, a Delaware corporation entered into a Master Agreement ("Agreement") with an effective date of August 24, 2021; and;

WHEREAS, on December 6, 2022, the parties entered into Amendment No. 1 to the Agreement to update 3E Company, Environmental Ecological and Engineering, LLC d/b/a Verisk 3E's name to 3E Company, Environmental Ecological and Engineering, LLC dba 3E ("3E") and to enter into a new order form for an onsite inventory assessment; and

WHEREAS, the parties now desire to enter into a new Order Form to expand the scope of work; and

NOW THEREFORE, effective as the date of this Amendment No. 2 is fully executed, the parties have agreed to the following:

1. The parties hereby enter into Order Form – 2024-07103, which is attached hereto.

2. The total cost for the Agreement (including all Order Forms) shall not exceed \$89,158 without a further amendment, executed by both parties.
3. Section 8.1 of the Agreement is deleted in its entirety and replaced with the following:

8.1 Agreement Term. The term of the Agreement shall commence on the Effective Date and shall continue through August 23, 2026.

4. 3E has disclosed to the County using Attachment 1 – Campaign Contribution Disclosure Senate Bill 1439, attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Amendment was approved by the Board of Supervisors. 3E acknowledges that under Government Code section 84308, 3E 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 this Amendment.

In the event of a further proposed amendment to the Contract, 3E 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 3E or by a parent, subsidiary or otherwise related business entity of 3E.

5. All terms capitalized but not defined herein shall have the meaning subscribed to them in the Agreement.
6. All other terms and conditions of the Agreement remain in full force and effect.
7. This Amendment No. 2 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.

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY on behalf of
Arrowhead Regional Medical Center

By *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 20 2024

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 *[Signature]*
Deputy

3E Company, Environmental Ecological and
Engineering, LLC dba 3E

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

By *JP O'Sullivan*
DocuSigned by:
C288D28E7BAEAB7
(Authorized signature - sign in blue ink)

Name JP O'Sullivan
(Print or type name of person signing contract)

Title Chief Operating Officer
(Print or Type)

Dated: 7/9/2024

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

[Signature]

Charles Phan, Deputy County Counsel

Date 7/12/2024

Reviewed for Contract Compliance

By _____

Date _____

Reviewed/Approved by Department

[Signature]
Andrew Goldfracht, ARMC Chief Executive Officer

Date 8/7/2024



Order Form - 2024-07103

Between **3E Company Environmental, Ecological and Engineering, LLC**
 3207 Grey Hawk Court, Suite 200, Carlsbad, CA 92010, USA
 ("3E" or "Company")

And **San Bernardino County on behalf of Arrowhead Regional Medical Center**
 400 N. Pepper Ave., Colton, CA 92324 USA
 ("Client")

1 Order Form.

This Order Form ("Order") provides the terms and conditions under which Company will provide Licensed Products and/or Professional Services to Client as specified herein. This Order shall be effective on the date last signed (the "Effective Date"). This Order is governed by and incorporates as though fully set forth herein, all the terms and conditions of the 3E Master Agreement entered into on August 24, 2021 between 3E and Client. In the event of a conflict between this Order and the Master Agreement, this Order shall govern and control. Capitalized terms as used in this Order but not defined herein shall assume the meanings as defined in the Master Agreement.

2 Licensed Products.

2.1 The table(s) below in this Section 2.1 shows the Licensed Products purchased under this Order.

Licensed Product Name & Description	Start Date	End Date
5200 - 3E Protect SDS and Chemical Compliance Management The 3E Protect™ SDS and chemical compliance management platform provides 24-7-365 access to your chemical inventory and associated Safety Data Sheets (SDS) plus live EHS emergency hotline support. Rather than having to search through binders, spreadsheets or websites, an unlimited number of users can locate the SDS they need in the jurisdiction and language required anytime, anywhere. 3E Protect enables access to 10+ million up-to-date SDSs along with SDS obtainment and data indexation. The interface supports a variety of languages, empowering companies with a multilingual workforce or facilities in multiple countries to protect employees, customers and communities.	24Aug24	23Aug26

Usage Parameters:

Territory: United States
Business Unit Restriction: All Client Divisions

Summary of Investment:

Licensed Product Name	Annual Fee August 24, 2024 – August 23, 2025	Annual Fee August 24, 2025 – August 23, 2026
5200 - 3E Protect SDS and Chemical Compliance Management	\$10,850.00	\$11,935.00

2.2 **Subscription Term.** The term of the Subscription for each Licensed Product under this Order will begin on the applicable start date ("Start Date") and will be effective until the end date ("End Date") as specified in the Licensed Products table of Section 2.1, unless otherwise terminated under the Agreement. For the avoidance of doubt, this is a two-year commitment with no termination for convenience.

3 **Payment Terms.** The fees for the Licensed Products subscription(s) under this Order will be invoiced by Company annually in advance. All fees are payable in US Dollar (USD). All fees are exclusive of taxes. Payment shall be made to the account detailed on the invoice.

4 **Confidentiality.** Notwithstanding the confidentiality designation in the footer of this document, 3E understands that CLIENT is a public entity subject to, among other laws, decisions, rules and statutes, the Ralph M. Brown Act, the California Public Records Act, and the Sunshine Ordinance in its County Code and this Order will be made public as required under applicable law as part of the approval process with the San Bernardino County Board of Supervisors.

5 **Acknowledgement and Signature.** Each party acknowledges that it has had the opportunity to review the terms and conditions of this Order prior to execution and agrees to be bound by the terms herein. The below named individual signing this Order on behalf of each party hereto represents that he or she is authorized to execute the Order on behalf of that party and to bind the party to the obligations herein. This Order may be executed by facsimile signature or electronic signature and such signatures shall constitute an original for all purposes. This Order 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 Order.

3E

3E Company Environmental, Ecological and Engineering, LLC

DocuSigned by:
By: JP O'Sullivan
C268D26F78AE487...
Name: JP O'Sullivan
Title: Chief operating officer
Date: 7/9/2024

CLIENT

San Bernardino County on behalf of
Arrowhead Regional Medical Center

By: Dawn Rowe
Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: AUG 20 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNNA MONELLE, Clerk of the Board of Supervisors of the County of San Bernardino
By: [Signature]
Deputy
SAN BERNARDINO COUNTY CA
1853



ATTACHMENT 1

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting 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.

Contractors must respond to the questions on the following page. All references to "Contractor" in this Attachment refer to 3E. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: 3E Company Environmental, Ecological and Engineering, 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 X
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: _N/A_
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):
3E is a Limited Liability Company and does not have shareholder.
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
3E Tamarack Global Parent LLC	Parent
Toxnot, LLC	Subsidiary
3E Company Environmental, Ecological and Engineering Canada ULC	Otherwise related entity
3E Company Japan G.K.	Otherwise related entity
3E Company Bulgaria (EOOD)	Otherwise related entity
3E Europe GmbH	Otherwise related entity
3E Denmark ApS	Otherwise related entity

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 \$250, 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: _____

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 Amendment, 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 \$250 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.