

MODIFICATION OF TERMS OF SERVICE

DATE: _____ (the "Effective Date")

PARTIES:

Limble Solutions, Inc.
Attention: Aniston Merrell
3290 West Mayflower Ave.
Lehi, UT 84043

San Bernardino County Fire Protection District
Attention: Dan Munsey
598 S. Tippecanoe Ave., 2nd Floor
San Bernardino, CA 92415

Limble Solutions, Inc. (Limble) and San Bernardino County Fire Protection District (Client) are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

- A. Limble provides for the ability to manage maintenance requests, schedule and monitor work orders, and assign tasks to staff from an easy-to-use mobile or desktop app. In order to use these services, Limble requires agreement to its Terms of Service ("TOS"), as published from time to time on <https://limblecmms.com/terms-of-service/>
- B. Client is legally unable to agree to certain provisions in the TOS due to its status as a governmental entity.
- C. The Parties wish to agree to a modified version of the TOS to address this issue.

AGREEMENT

The Parties agree as follows:

1. The TOS, as published on <https://limblecmms.com/terms-of-service/> from time to time, is hereby incorporated by reference.
2. Modification is made to the TOS as follows:
 - The TOS and this agreement shall be governed by California law.
 - Client shall make payment to Limble within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
3. This modification will persist across and apply to any future versions of the TOS.
4. If Client in the future agrees to the TOS, they will be understood to be agreeing with the modified version of the TOS, except as modified herein.
5. No amendment, change, or modification of this Agreement will be valid unless it is in writing and signed by authorized agents of the Parties.

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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

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

▶

 Dawn Rowe, Chair, Board of Directors

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

Dated: _____
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD
 Lynna Monell, Secretary

Name Caleb Frischknecht
(Print or type name of person signing contract)

Title _____
(Print or Type)

By _____
 Deputy

Dated: _____

Address _____

Approved as to Legal Form ▶ Rick Luczak, Deputy County Counsel Date _____	Reviewed for Contract Compliance ▶ _____ Date _____	Reviewed/Approved by Department ▶ _____ Date _____
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FOR COUNTY USE ONLY

ATTACHMENT A

Campaign Contribution Disclosure (Senate Bill 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-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: Limble Solutions, Inc.

2. Is the entity listed in Question No. 1 a non-profit 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:

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):

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 \$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 below, 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 this matter is pending and for 12 months after a final decision is made by the County.

Signature

Print Name

Date

Limble Solutions, Inc.

Print Entity Name, if applicable