



Contract Number
22-983 A2

SAP Number

Board of Supervisors

Department Contract Representative	<u>Paloma Hernandez-Barker</u>
Telephone Number	<u>909-387-5423</u>
Contractor	<u>The Wildlands Conservancy</u>
Contractor Representative	<u>Frazier Haney</u>
Telephone Number	<u>909-747-5305</u>
Contract Term	<u>10/04/2022-10/03/2023</u>
Original Contract Amount	<u>Not-to-Exceed \$100,000</u>
Amendment Amount	<u>Not-to-Exceed \$125,000</u>
Total Contract Amount	<u>Not-to-Exceed \$125,000</u>
Cost Center	<u>1023001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County's citizens; and

WHEREAS, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents; and,

WHEREAS, on October 4, 2022 (Item No. 22), the Board approved Contract 22-983 (Contract) with The Wildlands Conservancy (Contractor), in the not-to-exceed amount of \$100,000 to provide funding for the Forest Falls/Oak Glen Mudslide Disaster Relief Grant Program for the period of October 4, 2022, through October 3, 2023; and

WHEREAS, on February 7, 2023 (Item No. 17), the Board approved Amendment No. 1 to Contract No. 22-983 to increase the contract amount by \$10,000, from \$100,000 to a not-to-exceed amount of \$110,000, with no change in the contract term; and

WHEREAS, the County desires to revise the total Contract amount to not-to-exceed \$125,000; and

WHEREAS, the Third District Supervisor has approved the Contract amount increase from \$110,000 to \$125,000; and

WHEREAS, the County desires to revise the Contract scope to include grant Forest Falls/Oak Glen Mudslide Disaster Relief Grant Program administration costs.

OPERATIVE PROVISIONS OF AMENDMENT NO. 2

NOW, THEREFORE, the County and Contractor mutually agree as follows:

Effective March 14, 2023, Contract No. 22-983 is hereby amended as follows:

1. Replace Section A of the Contract in its entirety with the following:

A. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding to support Contractor in administering the Forest Falls/Oak Glen Mudslide Disaster Relief Grant Program to meet the needs of the residents of Forest Falls and Oak Glen and surrounding communities including program administration costs.

2. Replace Section B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES, Subsection B.1 of the Contract with the following:

B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

B.1 Funding arising out of this Contract will be used for a Scope of Services to provide funding for the Forest Falls/Oak Glen Mudslide Disaster Relief Grant Program that will provide grants to eligible households that experienced damage due to the September 2022 mudslides in Forest Falls and Oak Glen. Eligible households and businesses may also utilize funds for future flood prevention. The grants shall not exceed \$2,500 per physical address. Contractor shall make sure each household that receives a grant has household damages from the September 2022 mudslides that meet or exceed the amount of the grant. The "Application for Flood Relief Funds and Release of Liability" (Attachment A to original Contract) documents, which are attached hereto and incorporated by reference as part of this Contract, shall be required by Contractor from each applicant. Additionally, Contractor shall make sure all documents received are maintained and kept on file. Further, if Contractor does not have enough applicants for the Forest Falls/Oak Glen Mudslide Disaster Relief Grant Program to utilize all \$125,000 for the grant program, Contractor shall (1) use any remaining funds for community clean-up efforts resulting from damage due to the September 2022 mudslides, in coordination with the Third District Supervisor or his/her designee or (2) utilize the funds to cover Contractor's grant administration costs.

2. Replace Section C. GENERAL CONTRACT REQUIREMENTS, Subsection C.48 Return of County Funds with the following:

C. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

C.48 Return of County Funds

By its execution of this Contract, Contractor certifies that it is in good standing and in compliance with all federal and state requirements for a non-profit 501(c)(3) organization, including registration with required state and federal entities. Contractor shall notify County immediately if during the term of this Contract it is no longer in good standing or not in compliance with all federal and state requirements. All payments by County under this Contract are contingent upon Contractor's compliance with the federal and state requirements and County may require Contractor return all, or a portion of, the County funds should Contractor be out of compliance within 60 days of written demand for the return of the County funds.

If the Contractor does not have enough applicants for the Forest Falls/Oak Glen Mudslide Disaster Relief Grant Program to use the full contract amount of \$125,000, the remaining funds may be utilized to cover Contractor's grant administration costs.

3. Replace Section F. FISCAL PROVISIONS, Subsection F.1 of the Contract with the following:

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$125,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

4. This Amendment No.2 to Contract No. 22-983 (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.
5. All other terms and conditions of the Contract, as amended, shall remain in full force and effect as written.

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