

Contract Number

22-289 A-2

SAP Number 4400018950 A-2

Project & Facilities Management Department

Department Contract Representative	Richard Ayala	
Telephone Number	(909) 387-5111	
Contractor	Z&T Ventures, Inc.	
	dba Service-Scape	
Contractor Representative	Randy Zbinden	
Telephone Number	(909) 887-3022	
Contract Term	7/1/2022 – 6/30/27	
Original Contract Amount	\$ 896,075	
Amendment #2 Amount	\$ 654,403	
Not-to-Exceed Amount	\$ 45,000	
Total Contract Amount	\$ 1,595,478	
Cost Center	7304001000	
Grant Number (if applicable)	n/a	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2 CONTRACT NO. 22-289 LANDSCAPING SERVICES

This Amendment to Contract No. 22-289 is effective May 20, 2025, between Z&T Ventures, Inc. dba Service-Scape (hereinafter "Contractor") and San Bernardino County, previously referred to as the County of San Bernardino, (hereinafter "County") for landscaping services.

WHEREAS, the County conducted a competitive process to find Contractor to provide landscaping services ("Services"), and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County found Contractor qualified to provide these Services; and

WHEREAS, the County desired that such Services be provided by Contractor and Contractor agreed to perform these services; and

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WHEREAS, on April 26, 2022 (Item No. 46), the Board of Supervisors approved Contract No. 22-289 for these Services; and

WHEREAS, on May 21, 2024 (Item No. 55), the Board of Supervisors approved Amendment No. 1 to Contract No. 22-289 for these Services; and

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

1. REPLACE Section D. Term of Contract with the following:

This Contract is effective as of July 1, 2022 and expires June 30, 2027 but may be terminated earlier in accordance with the provisions of this Contract.

2. **REPLACE Section F.1. Fiscal Provisions** with the following:

COUNTY will compensate CONTRACTOR for its services under this Contract the total amount of \$26,601.75 dollars per month (effective 7/1/2025 through 6/30/26), and 27,931.83 dollars per month (effective 7/1/26 through 6/30/27) one month in arrears per sites in Attachment C. In addition, County will compensate Contractor for unforeseen irrigation repair services (not to exceed \$45,000), if such services are requested by the County in writing. Contractor acknowledges the irrigation repair services shall be on an on-call basis and there is no guarantee of a minimum amount of work that will be assigned to Contractor. Contractor further acknowledges that irrigation repairs are subject to the requirements of the California Public Contract Code and costs for individual projects must be less than \$75,000. Contractor will only be compensated for work performed following receipt of written or email authorization, from the County, approving the work and the estimate provided by Contractor. Contractor shall include the written or email authorization with any related invoice Contractor submits for work performed. The maximum amount of payment under this Contract shall not exceed \$1,595,478 and shall be subject to availability of 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.

- 3. REPLACE ATTACHMENT C, COST PER SITE, with ATTACHMENT C as attached hereto and incorporated herein.
- 4. ADD ATTACHMENT D, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, formerly referred to as Senate Bill 1439 Contractor Information Report, attached hereto and incorporated herein.

5. CONTRACT EXECUTION

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.

6. CAPITALIZED TERMS.

Any capitalized term used, but not defined in this Amendment shall have the meaning given to it in the Contract.

7. FULL FORCE AND EFFECT.

The Contract, as amended by this Amendment, remains in full force and effect.

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Title president (Print or type name of person signing contract) Title president (Print or Type) Dated: 05/01/25 Address 9716 cottonwood way alta loma ca 91737 mpliance Reviewed/Approved by Department
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(Print or type name of person signing contract) Title president
(Print or type name of person signing contract)
Name Randy Zbinden
(Authorized signature - sign in blue ink)
By ►
dba SERVICE-SCAPE (Print or type name of corporation, company, contractor, etc.)
Z&T VENTURES, INC
the Contractor have each caused this Contract to its behalf.

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Date ____

Date

ATTACHMENT C COST PER SITE (SOUTH S.B.)

Location	Address	Service	Monthly Cost (eff. 7/1/25)	Monthly Cost (eff. 7/1/26)	Total Amended Cost
Facilities Management	200 S Lena Road, San Bernardino	Landscaping	\$ 1,113	\$ 1,168.65	\$ 27,379.80
Crime Lab	200 S Lena Road, San Bernardino	Landscaping	\$ 420	\$ 441	\$ 10,332
Crime Lab (New)	711 Rialto Road, San Bernardino	Landscaping	\$ 357	\$ 374.85	\$ 8,782.20
GSB	777 Rialto Road, San Bernardino	Landscaping	\$ 1,113	\$ 1,168.65	\$ 27,379.80
Central Detention Center	630 E Rialto Road, San Bernardino	Landscaping	\$ 2,415	\$ 2,535.75	\$ 59,409
Sheriff HQ	655 E 3rd Street, San Bernardino	Landscaping	\$ 1,680	\$ 1,764	\$ 41,328
PWG	825 E 3rd Street, San Bernardino	Landscaping	\$ 1,239	\$ 1,300.95	\$ 30,479.40
Fleet	210 Lena Street, San Bernardino	Landscaping	\$ 1,239	\$ 1,300.95	\$ 30,479.40
Coroner's Office	175 Lena Road, San Bernardino	Landscaping	\$ 1,680	\$ 1,764	\$ 41,328
PSD – Allen Street	205 Allen Street, San Bernardino	Landscaping	\$ 1,050	\$ 1,102.50	\$ 25,830
Autism Center	1499 Tippecanoe, San Bernardino	Landscaping	\$ 861	\$ 904.05	\$ 21,180.60

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Warehouse	1499 Tippecanoe, San Bernardino	Landscaping	\$ 420	\$ 441	\$ 10,332
Assessor- Recorder- County Clerk	222 Hospitality Lane, San Bernardino	Landscaping	\$ 1,575	\$ 1,653.75	\$ 38,745
Auditor- Controller Treasurer/Tax Collector	268 Hospitality Lane, San Bernardino	Landscaping	\$ 1,575	\$ 1,653.75	\$ 38,745
Redlands Museum	2024 Orange Tree Lane, Redlands	Landscaping	\$ 1,617	\$ 1,697.85	\$ 39,778.20
Redlands PSS	222 Brookside Ave, Redlands	Landscaping	\$ 546	\$ 573.30	\$ 13,431.60
San Timoteo Landfill	31 Refuse Road, Redlands	Landscaping	\$ 609	\$ 639.45	\$ 14,981.40
Mentone Senior Center & Library	13pal Ave, Mentone31 O	Landscaping	\$ 1,239	\$ 1,300.95	\$ 30,479.40
Adobe Museum	32183 Kentucky Street, Yucaipa	Landscaping	\$ 924	\$ 970.20	\$ 22,730.40
Mousely Museum	35308 Panorama Drive Yucaipa	Landscaping	\$ 924	\$ 970.20	\$ 22,730.40
Crestline Library	24105 Lake Gregory Dr. Crestline	Landscaping	\$ 609	\$ 639.45	\$ 14,981.40
Crestline Park n Ride	Crestline Park n Ride Lot	Landscaping	\$ 210	\$ 220.50	\$ 5,166
Twin Peaks Courthouse	26010 SH-189 Twin Peaks	Landscaping	\$ 735	\$ 771.75	\$ 18,081
Big Bear Courthouse	477 Summit Blvd Big Bear	Landscaping	\$ 861	\$ 904.05	\$ 21,180.60
Big Bear Library	41930 Garston Drive	Landscaping	\$ 861	\$ 904.05	\$ 21,180.60

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	Big Bear				
Public Health	451 Vanderbilt Way San Bernardino	Landscaping	\$ 729.75	\$ 766.23	\$ 17,951.76
		TOTAL	\$ 26,601.75	\$27,931.83	\$654,402.96

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ATTACHMENT D

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.

<u>Agent:</u> 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.

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<u>Parent-Subsidiary Relationship:</u> 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: <u>service-scape</u>
2.	Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
3.	Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ✓ Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision: <u>_</u> r.zbinden
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):
	<u>n/a</u>

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	n/a
n/a	n/a

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a	n/a	05/01/25
n/a	n/a	05/01/25

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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (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	n/a	n/a
n/a	n/a	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 <u>and</u> (2) have a financial interest in the outcome of the decision:

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Company Name	Individual(s) Name
n/a	n/a
n/a	n/a

9.	Was a campaign contribution, of more than \$500, made to any member of Supervisors or other County elected officer within the prior 12 month listed in Question Nos. 1-8?	•
	No ✓ If no , please skip Question No. 10.	
	Yes ☐ If yes , please continue to complete this form.	n/a
10	. Name of Board of Supervisor Member or other County elected officer:	170
	Name of Contributor:	
	Date(s) of Contribution(s): 05/01/25	-

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

Amount(s): n/a

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.

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