



Contract Number  
22-271 A2

SAP Number

### Regional Parks Department

<b>Department Contract Representative</b>	<u>Beahtha R. Davis</u>
<b>Telephone Number</b>	<u>(909) 387-2340</u>
<b>Contractor</b>	<u>Mariposa Landscapes, Inc.</u>
<b>Contractor Representative</b>	<u>Terry Noriega</u>
<b>Telephone Number</b>	<u>(626) 960-0196</u>
<b>Contract Term</b>	<u>June 1, 2022 – May 31, 2027</u>
<b>Original Contract Amount</b>	<u>\$1,674,201.03</u>
<b>Amendment No. 1 Amount</b>	<u>\$590,868.01</u>
<b>Amendment No. 2 Amount</b>	<u>\$474,593.00</u>
<b>Total Contract Amount</b>	<u>\$2,739,662.04</u>
<b>Cost Center</b>	<u>6522311000</u>
	<u>6522211000</u>
	<u>6522051000</u>
	<u>6522201000</u>
	<u>6522111000</u>
<b>Grant Number (if applicable)</b>	<u></u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (COUNTY) and Mariposa Landscapes, Inc. (Contractor) entered into Contract No. 22-271 (Agreement) for mowing, maintenance, fertilization, and rodent control services at five of its Regional Parks; and

**WHEREAS**, the parties now desire to extend the term of the Agreement through May 31, 2027; and,

**WHEREAS**, the parties now desire to amend the Agreement to reflect the extension of the term.

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties hereto agree to amend Contract No. 22-271 as follows:

**Section D. Term of Contract** Amend the first paragraph of Section V-Term of Contract to read as follows:

This Contract is effective as of June 1, 2022 and expires May 31, 2027 but may be terminated earlier in accordance with provisions of this Contract.

**Section F. Fiscal Provisions** Amend Section VII A to read as follows:

- A. The maximum amount of reimbursement/payment under this Agreement for the initial term shall not exceed \$1,674,201.03. The maximum payment for the amended term from May 31, 2025 through May 31, 2026 shall not exceed \$590,868.01. The maximum payment for the amended term from June 1, 2026, through May 31, 2027, shall not exceed \$474,593. The consideration to be paid to Contractor, as provided herein, shall be full payment for all of Contractor's services and expenses incurred in the performance hereof.

All other provisions and terms of Contract No. 22-271 shall remain the same.

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.

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Mariposa Landscapes, Inc.

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

► \_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

B  
y ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Terry Noriega

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  
of the San Bernardino County

Title \_\_\_\_\_  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 6232 Santos Diaz Street  
Irwindale, CA 91702

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Suzanne Bryant, Deputy County Counsel	► Nicholas Miller, Administrative Supervisor I	► Beahta R. Davis, Director, Regional Parks Department
Date _____	Date _____	Date _____



## **ATTACHMENT A 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.

**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-subsubsidiary 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: Mariposa Landscapes, Incl.

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

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:  
Terry Noriega

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):

Terry Noriega

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NA	NA
NA	NA

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
NA	NA	NA
NA	NA	NA

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):
NA	NA	NA
NA	NA	NA

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
NA	NA
NA	NA

9. Was a campaign contribution, of more than \$500, 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: NA

Name of Contributor: NA

Date(s) of Contribution(s): NA

Amount(s): NA

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 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.