



Contract Number
21-590 A2

SAP Number
4400017724

Land Use Services Department

Department Contract Representative	Xochitl Alvarez
Telephone Number	909-387-4130
Contractor	Hayer Consultants, Inc.
Contractor Representative	Navdeep 'Soni' K. Hayer
Telephone Number	562-619-0711
Contract Term	08/13/2021 – 08/12/2024
Original Contract Amount	NTE \$7,750,000.00 Aggregate Total
Amendment Amount	NTE \$5,000,000.00
Total Contract Amount	NTE \$12,750,000.00 Aggregate Total
Cost Center	6920001000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

San Bernardino County (County) on behalf of Land Use Services Department and Hayer Consultants, Inc. (Consultant) for good and valuable consideration hereby seek to enter into this Amendment No. 2 to amend Contract No. 21-590 and 21-590 A-1.

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

1. ADD Section C.50 Campaign Contribution Disclosure (SB 1439) as follows:

C.50 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any

member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor 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 the Contractor or by a parent, subsidiary, or otherwise related business entity of Contractor.

2. REPLACE SECTION F – FISCAL PROVISIONS, subsection F.1, as follows:

The maximum amount of payment under this Contract shall be an aggregate amount not to exceed \$12,750,000 and shall be subject to availability of funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

3. ADD ATTACHMENT C, SENATE BILL 1439, CONTRACTOR INFORMATION REPORT, as attached hereto and incorporated herein.

4. 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 mail 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. CAPITALIZED TERMS

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

6. FULL FORCE AND EFFECT

Except as so amended, all other terms and conditions of Contract No. 21-590 and 21-590 A1 shall remain in full force and effect.

IN WITNESS WHEREOF, the 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

►

Dawn Rowe, Chair, Board of Supervisors

Date: _____

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
of the San Bernardino County

By _____
Deputy

HAYER CONSULTANTS, INC.

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

By ►

(Authorized signature - sign in blue ink)

Name _____

(Print or type name of person signing contract)

Title _____

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jason Searles, Supervising Deputy County
Counsel

Date _____

Reviewed for Contract Compliance

►

Star Keyvanian, Administrative Manager

Date _____

Reviewed/Approved by Department

►

Mark Wardlaw, Director

Date _____



ATTACHMENT C

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. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Hayer Consultants Inc.

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

NA

3. Name of agent of Contractor:

Company Name	Agent(s)
NA	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
NA	

5. 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):
<u>NA</u>		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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	

8. 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 on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9.

Yes ☐ If **yes**, please continue to complete this form.

9. 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/County elected officer 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. 1-7 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 Contract is being considered and for 12 months after a final decision by the County.

Print Name and Sign

Date