



**Contract Number**

A-1

**SAP Number**

4400023035

## Land Use Services Department

<b>Department Contract Representative</b>	Jolly Bakunawa
<b>Telephone Number</b>	909-387-5039
<b>Consultant</b>	Harris & Associates, Inc.
<b>Consultant Representative</b>	Darin Neufeld
<b>Telephone Number</b>	619-200-9137
<b>Contract Term</b>	09/23/2023 – 09/22/2026
<b>Original Contract Amount</b>	NTE \$200,000
<b>Amendment Amount</b>	\$500,000
<b>Total Contract Amount</b>	NTE \$700,000
<b>Cost Center</b>	6950001000

### AMENDMENT NO. 1 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND HARRIS & ASSOCIATES, INC. FOR ENVIRONMENTAL, HABITAT CONSERVATION, PLANNING, AND LAND DEVELOPMENT SERVICES

#### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) on behalf of Land Use Services Department and Harris & Associates, Inc. (Consultant) have entered into a contract effective September 23, 2023 (Contract), to provide on-call contract services related to CEQA, habitat conservation, planning and zoning, civil engineering and land development services; and

WHEREAS, the initial amount of the Contract was for a not to exceed amount of \$200,000; and

WHEREAS, the parties desire to amend the Contract to increase the Contract amount as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants and conditions herein, the County and Consultant mutually agree that the Contract is amended as follows:

**SECTION C – GENERAL CONTRACT REQUIREMENTS, Subsection C.46 is amended in its entirety to read as follows:**

**C.46 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment D - 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 other 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 Board of Supervisors. 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.

**SECTION F – FISCAL PROVISIONS, Subsection F.1 is amended in its entirety to read as follows:**

The maximum amount of payment under this Contract shall be an aggregate amount not to exceed \$700,000 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.

Attachment D - Campaign Contribution Disclosure Senate Bill 1439, attached hereto is ADDED.

All other terms and conditions of Contract No. 4400023035 shall remain in full force and effect and are hereby incorporated by reference. In the event of any conflict between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 shall control.

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.

**IN WITNESS WHEREOF**, the San Bernardino County and Consultant have each caused this Amendment No. 1 to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

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

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

\_\_\_\_\_  
*(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  
►  
\_\_\_\_\_  
Marlene Ambriz, Interim Assistant Director  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
\_\_\_\_\_  
Mark Wardlaw, Director  
Date \_\_\_\_\_



# ATTACHMENT D

## 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.**



## Campaign Contribution Disclosure (Senate Bill 1439) Entity or Property Information Report

Form to be completed by the entity applying to do business, or submitting a solicitation to do business, with the County.

**Definitions:**

**Actively supporting the matter:** (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors (Board) with 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; or (c) communicates with County employees, for the purpose of influencing the Board's decision on the matter; or (d) when the entity's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the Board's decision in a matter.

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

1. Application Type or Request for Proposal Title: N/A

2. Application Number or Request for Proposal Number: N/A

3. Property Address and Assessor's Parcel No., if applicable: N/A

4. Name of Contractor/Vendor/Company/Individual applying for application or submitting solicitation:

**Harris & Associates**

5. Email Address: David.Mack@WeAreHarris.com

6. 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

7. Name of Agent. Agent is a third-party individual or firm who is representing the party or the participant in this proceeding. 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.

Company Name	Agent(s)

8. Name of lobbyist(s) who actively supports or opposes this matter: N/A

9. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the matter submitted 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/agreement with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
Harris & Associates		David Mack, Darin Neufeld, Alec Barton, Joe Sidor, Grace Biologna

