



Contract Number

22-158 A-2

SAP Number

Registrar of Voters

| | |
|---|--------------------------------|
| Department Contract Representative | Stephenie Shea |
| Telephone Number | 909-387-2100 |
| Contractor | Westbound Communications, Inc. |
| Contractor Representative | Carrie Gilbreth |
| Telephone Number | On File |
| Contract Term | 3/1/2022 through 2/28/2027 |
| Original Contract Amount | \$2,954,000 |
| Amendment Amount | \$1,822,000 |
| Total Contract Amount | \$4,776,000 |
| Cost Center | 6800001000 |

**AMENDMENT NO. 2 TO CONTRACT NO. 22-158
FOR VOTER EDUCATION PROGRAM AND OUTREACH ACTIVITIES**

IT IS HEREBY AGREED AS FOLLOWS:

The following is Amendment No. 2 to the Contract between San Bernardino County (County) and Westbound Communications, Inc. (Consultant), for a voter education program and outreach activities.

WHEREAS, on March 1, 2022 (Item No. 53), the Board of Supervisors (Board) approved Contract No. 22-158 (Contract), with Consultant to provide a voter education program and outreach activities, for the period of March 1, 2022 through February 28, 2025 with two one-year renewal options, in an amount not to exceed \$2,954,000; and

WHEREAS, on December 19, 2023 (Item No. 83), the Board approved Amendment No. 1 to this Contract to update the payment terms and amend the Scope of Work to include the BallotMobile: Traveling Voter Education Outreach program (BallotMobile), and also allowing Westbound to help staff the BallotMobile tour stops; and

WHEREAS, the County would like to exercise the two one-year renewal options and extend the current Contract with Consultant through February 28, 2027;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree to amend the Contract as follows:

1. The above listed recitals are incorporated into the Contract and the Parties represent that they are true and correct.
2. Attachment B is deleted and replaced to read as attached hereto.
3. Section D., TERM OF CONTRACT is amended, to read:

This Contract is effective as of March 1, 2022 and expires February 28, 2027 but may be terminated earlier in accordance with the provisions of this Contract.

4. Subsection F.1 to Section F., FISCAL PROVISIONS is amended, to read:

The maximum amount of payment under this Contract shall not exceed \$4,776,000 and shall be subject to availability of other 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).

5. All other terms and conditions of the contract remain in full force and effect.

IN WITNESS WHEREOF, the County of San Bernardino and Consultant 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

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
San Bernardino County

By _____
Deputy

Westbound Communications, 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 3649 Mission Inn Ave First Flr.
Rotunda

Riverside, CA 92501

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jolena Grider, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Stephenie Shea, Registrar of Voters

Date _____

FEE SCHEDULE

Operational Costs: \$199,000 total*

Operational, reimbursable expenses include BallotMobile-related supplies and materials, travel costs, printing costs, discretionary boosted social posts, discretionary influencers, monthly tech fee, design, stock photography and video.

Advertisement Budget: **\$400,000 per election***

Staffing Costs: \$1,721,400 total*

Westbound will be using a blended agency rate with two scheduled rate increases.

| | | |
|--------------|------|------------------|
| Hourly Rate: | 2022 | \$165 per person |
| Hourly Rate: | 2023 | \$165 per person |
| Hourly Rate: | 2024 | \$170 per person |
| Hourly Rate: | 2025 | \$180 per person |
| Hourly Rate: | 2026 | \$180 per person |
| Hourly Rate: | 2027 | \$180 per person |

Man hours for Services: 9,930 hours total*

| | |
|-------------------------------|--------------|
| Hours: 2022 (through 2/28/23) | 1,800 hours* |
| Hours: 2023 (through 2/28/24) | 900 hours* |
| Hours: 2024 (through 2/28/25) | 2,550 hours* |
| Hours: 2025 (through 2/28/26) | 480 hours* |
| Hours: 2026 (through 2/28/27) | 4,200 hours* |

Schedule for Services:

| | |
|-------|-----------|
| 2022: | 12 months |
| 2023: | 12 months |
| 2024: | 12 months |
| 2025: | 12 months |
| 2026: | 12 months |