



**Contract Number**

21-908 A2

**SAP Number**

**County Administrative Office**

<b>Department Contract Representative</b>	Matthew Erickson, County Chief Financial Officer
<b>Telephone Number</b>	(909) 387-5423
<b>Contractor</b>	San Bernardino County Superintendent of Schools (UEI No. LGKLF77NBVM7)
<b>Contractor Representative</b>	Richard DeNava, Assistant Superintendent
<b>Telephone Number</b>	(909) 386-2459
<b>Contract Term</b>	December 7, 2021 through January 31, 2027
<b>Original Contract Amount</b>	\$1,727,782.50
<b>Amendment Amount</b>	\$1,083,208.00
<b>Total Contract Amount</b>	\$2,810,990.50
<b>Cost Center</b>	1109991078
<b>Grant Number (if applicable)</b>	Not applicable

**IT IS HEREBY AGREED AS FOLLOWS:**

**RECITALS**

**WHEREAS**, San Bernardino County (County or Partner) and San Bernardino County Superintendent of Schools (Superintendent or Contractor) entered into a Memorandum of Understanding (MOU) to partially fund the San Bernardino County Early Literacy Transmedia Project, using the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CLFRF), Assistance Listing Number: 21.027/Federal Assistance Identification Number: SLFRP0154, that the County received on May 21, 2021, from the United States Department of Treasury (U.S. Treasury) in accordance with the agreement entered between the County and U.S. Treasury on May 17, 2021;

**WHEREAS**, on December 7, 2021 (Item No. 19), the Board of Supervisor (Board) approved the MOU (Contract No. 21-908) between the County and Superintendent to partially fund the San Bernardino County Early Literacy Transmedia Project for the initial period of December 7, 2021 through December

6, 2024, in the initial amount of \$1,727,782.50, with an option for a two-year extension in the amount of \$1,083,208.00 for a total not-to-exceed amount of \$2,810,990.50;

**WHEREAS**, on December 13, 2022 (Item No. 34), the Board approved Amendment No.1 between the County and Superintendent to extend the initial term of the MOU to December 7, 2021 through January 31, 2025, and include the terms and conditions included in Appendix B, Compliance with ARPA CLFRF Federal Guidelines Use of ARPA CLFRF and Requirements;

**WHEREAS**, the Superintendent and Footstep2Brilliance provided the County with metrics and criteria of performance that demonstrated the effectiveness of the San Bernardino County Early Literacy Transmedia Project (Project); and

**WHEREAS**, the County and Superintendent desires to extend the term for a total period of December 7, 2021 to January 31, 2027, by exercising the option to extend the MOU for an additional two-year period in the amount \$1,083,208.00 for a total amount of \$2,810,990.50.

## **OPERATIVE PROVISIONS OF AMENDMENT NO. 2**

**NOW, THEREFORE**, the County and Superintendent mutually agree as follows:

Effective November 5, 2024, Contract No. 21-908 is hereby amended as follows:

1. The above recitals are true and correct and are incorporated by reference.
2. Replace Section 2a of the Contract in its entirety with the following:

### **2a. Term**

This MOU shall become effective December 7, 2021 and shall continue until January 31, 2027. This term includes the approximately three (3) years initial term and the additional two (2) year option. This Amendment No. 2 is approving the additional two (2) year option based on Footstep2Brilliance, hereinafter referred to as VENDOR, providing sufficient metrics and criteria of performance that justifies the effectiveness of the Programs.

3. The County agrees to reimburse the Superintendent in the not-to-exceed amount of \$1,083,208 for one half of the cost of the additional two years of the Programs.
4. This Amendment No. 2 (Amendment) to Contract No. 21-908 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.
5. All other terms and conditions of the Contract, as amended, shall remain in full force and effect as written.

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

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

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

Richard DeNava

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title Chief Business Officer  
\_\_\_\_\_  
*(Print or Type)*

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

Address 760 East Brier Drive, San Bernardino,  
CA 92408  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► \_\_\_\_\_  
Julie J. Surber, Principal Asst, County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_

Date \_\_\_\_\_