

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

22-213 A-2

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative Dan Munsey
Telephone Number 387-5779

Contractor Working Dogs For Warriors, Corp.
Contractor Representative _____
Telephone Number _____
Contract Term N/A
Original Contract Amount N/A
Amendment Amount N/A
Total Contract Amount _____
Cost Center _____

Briefly describe the general nature of the contract:

This is to approve Amendment No. 2 to Adoption/Donation Agreement No. 22-213 with Working Dogs for Warriors, Corp., a non-profit corporation, to provide three additional service dogs, for a total of seven service dogs, dedicated to helping San Bernardino County Fire Protection District employees in its Peer Support Program, and to include the Senate Bill 1439 provision, with no other changes to the Adoption/Donation Agreement, effective December 19, 2023, and will continue to remain in effect while the service dogs are in the custody of the San Bernardino County Fire Protection District.

FOR COUNTY USE ONLY

Approved as to Legal Form

Scott Runyan
Scott Runyan, Principal Assistant County Counsel

Date 12/14/23

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Dan Munsey
Dan Munsey, Fire Chief/Fire Warden

Date _____



Adoption/Donation Agreement

This document is Amendment No. 2 to the Agreement (Agreement No. 22-213) between Working Dogs For Warriors, Corp. (hereinafter referred to as "WDFW") and the San Bernardino County Fire Protection District (hereinafter referred to as "Adopter") for the adoption and donation of three additional designated Working Dogs for a total of seven Working Dogs. The following sections of the Agreement have been amended, and by which the preceding Parties (WDFW and the Adopter) are bound.

I. DELETE Recital 1, and REPLACE with a new Recital 1, which shall read as follows:

1. WDFW agrees to provide seven K-9 Service Dogs. Microchip ID numbers on file with Adopter and WDFW to the Adopter at no cost with the express agreement that the canines will be utilized as Support K9s on the Adopter's Peer Support Team.

II. ADD Paragraph 24 to the Agreement, which shall read as follows:

24. WDFW has disclosed to Adopter using Attachment A - 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 (which Board acts as Adopter's Board of Directors) 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 WDFW's proposal to Adopter regarding this Amendment, or (2) 12 months before the date this Amendment was approved by the Board of Supervisors acting as Adopter's Board of Directors. WDFW acknowledges that under Government Code section 84308, WDFW is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after Adopter's consideration of the Amendment.

In the event of any future proposed amendments to the Agreement, WDFW will provide the Adopter 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 WDFW or by a parent, subsidiary or otherwise related business entity of WDFW.

III. ADD Attachment A to the Agreement, which is attached and incorporated into the Agreement by reference.

All other terms of the Agreement shall remain the same and in full force and effect.



**WORKING DOGS
FOR WARRIORS**

This Amendment No. 2 shall take effect on the date it is signed and approved by authorized representatives of both parties.

This Amendment No. 2 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

- Description of the Service Dogs being adopted, including. Microchip ID numbers are on file with Adopter and WDFW.

END

Michael Welsh

Michael
Welsh

Digitally signed by
Michael Welsh
Date: 2023.12.14
16:39:24 -0800'

Date: 12/13/2023

Michael Welsh, President
Working Dogs for Warriors, Corp.

DEC 19 2023

Dawn Rowe

Date:

Name: Dawn Rowe, Chair
For **San Bernardino County Fire Protection District**

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Secretary

By

Lynna Monell
Deputy



WORKING DOGS
FOR WARRIORS

ATTACHMENT A 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.



**WORKING DOGS
FOR WARRIORS**

1. Name of Contractor: Working Dogs for Warriors, corp.

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:

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): _____

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

Company Name	Relationship
none	none

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Working Dogs for warriors	Michael Welsh	

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):
Working Dogs for Warriors	none	Michael Welsh

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
Working Dogs for Warriors	Art Jimenez, Vice President
Working Dogs for Warriors	Daisy Welsh, Board Member

Working Dogs for Warriors

Anthony Mardirosian, Board Member

9. 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. 1-8?

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: _____

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 Amendment No. 2 to the Agreement, 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 \$250 to any member of the Board of Supervisors or other County elected officer while award of this Amendment No. 2 is being considered and for 12 months after a final decision by the Board of Supervisors which acts as the Board of Directors for the San Bernardino County Fire Protection District.