



Contract Number

SAP Number

County Administrative Office

Department Contract Representative	<u>Gilbert Ramos</u>
Telephone Number	<u>(909) 387-4261</u>
Contractor	<u>Community Action Partnership of San Bernardino County</u>
Contractor Representative	<u>Patricia Nickols-Butler</u>
Telephone Number	<u>(909) 723-1525</u>
Contract Term	<u>July 1, 2026 through December 31, 2028</u>
Original Contract Amount	<u>\$1,665,000</u>
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	_____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) is committed to advancing economic mobility, inclusive opportunity, and community well-being consistent with the Countywide Vision;

WHEREAS, the County has undertaken community advancement initiatives in collaboration with community stakeholders and now seeks to support the transition of County-supported community advancement efforts toward a sustainable, community-led approach focused on economic empowerment and cross-sector collaboration;

WHEREAS, the County has determined that Community Action Partnership of San Bernardino County (Contractor or CAP) possesses the experience and organizational capacity necessary to provide administrative, fiscal, and coordination support for this transition; and

WHEREAS, the County finds Contractor qualified to provide such services and Contractor agrees to perform these services as set forth herein;

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

A. CONTRACTOR RESPONSIBILITIES

A.1 Purpose

The Contractor shall serve as the operational intermediary and fiscal agent to support implementation of the Economic Empowerment Growth Council (EEGC). The EEGC represents a community-led effort focused on advancing economic mobility, entrepreneurship, and cross-sector collaboration consistent with the Countywide Vision.

Contractor shall serve as the contracted entity responsible for administrative, fiscal, and coordination support under this Contract and may utilize its staff, subcontractors, and/or consultants to assist in the discharge of its duties.

The EEGC shall function as a community-led engagement and collaboration structure through which priorities and activities are advanced and shall not serve as a contracting entity or direct service provider under this Contract.

A.1.1 Administrative and Fiscal Support

- A. Contractor shall provide fiscal and administrative oversight for approved EEGC related activities, including, but not limited to:
 - a. Providing fiscal administration, including financial management, invoicing, and compliance with applicable County requirements;
 - b. Administering funds associated with approved activities and initiatives;
 - c. Maintaining appropriate documentation and records to ensure transparency, accountability, and audit readiness; and
 - d. Preparation of fiscal summaries and supporting documentation as requested.
- B. All fiscal administration shall be consistent with approved budgets and subject to County review.

A.1.2 Operational Coordination and Oversight

- A. Contractor shall provide operational coordination and administrative support for the implementation of EEGC activities, including, but not limited to:
 - a. Serving as the primary liaison between the County, EEGC leadership, and community partners;
 - b. Coordinating the scheduling, logistics, and facilitation of EEGC meetings, engagement sessions, and approved initiatives as outlined in Section A.1.5; and
 - c. Monitoring implementation progress and providing regular status updates to the County.

A.1.3 Transition Implementation Support

- A. During Phase I of the Contract, Contractor shall:
 - a. Support implementation of the EEGC, including establishment of foundational operational processes.
 - b. Assist in the EEGC operationalizing governance structure, roles, and responsibilities to support clear decision-making and accountability.
 - c. Support stabilization of the EEGC organizational structure to ensure a smooth transition to community-led operations.

A.1.4 Stakeholder Engagement and Partnership Coordination

- A. Contractor shall:
 - a. Coordinate and support stakeholder engagement activities, including meetings, workshops, community sessions, and convenings.
 - b. Facilitate collaboration among community partners to advance approved Initiatives as outlined in Section A.1.5.
 - c. Develop, strengthen, and sustain strategic community partnerships, including pursuit of external funding opportunities, to support Initiative sustainability and measurable outcomes.

- d. Ensure all engagement activities align with the phased implementation framework and approved Initiatives outlined in this Contract.

A.1.5 Results-Based Initiative Design and Implementation

- A. Initiative Scope
 - a. For purposes of this Contract, “Initiatives” shall mean efforts designed to advance community-level outcomes in the following areas:
 - i. Economic mobility and workforce development
 - ii. Entrepreneurship and small business advancement
 - iii. Housing stability
 - iv. Community well-being
 - b. The specific Initiatives to be implemented, including the number and frequency of associated events or engagement activities, shall be identified in the County-approved Project Work Plan and may be refined or adjusted within the areas identified above, subject to County approval and available funding.
- B. Contractor Accountability
 - a. Contractor shall be responsible for driving measurable progress toward defined community-level outcomes aligned with the areas identified in Section A.1.5.A.a.
 - b. For each Initiative, Contractor shall:
 - i. Define clear goals and target populations prior to implementation;
 - ii. Establish measurable outcomes and performance metrics; and
Develop initiative-specific Key Performance Indicators (KPIs) within sixty (60) days of launch, which shall include, at minimum, measures of participation (reach and engagement), outputs (services or activities delivered), and outcomes (measurable community-level impact).
 - c. Any adjustments to Initiative focus shall not reduce Contractor’s obligation to produce measurable outputs and outcomes.

A.1.6 Reporting and Communication

- A. Contractor shall implement structured reporting and performance monitoring processes to ensure transparency, accountability, and measurable outcomes for activities funded under this Contract.
- B. Contractor shall:
 - a. Track Initiative activities using a standardized performance dashboard approved by the County;
 - b. Monitor established KPIs for each Initiative;
 - c. Provide performance updates to the County during regular coordination meetings and furnish written updates upon County request;
 - d. Provide quarterly written Progress Reports summarizing activities performed, initiatives supported, KPIs, and fiscal expenditures consistent with approved budgets;
 - e. Identify implementation challenges and performance risks impacting Initiative outcomes and describe proposed corrective actions in quarterly reports; and
 - f. Provide materials necessary to support County leadership briefings and public reporting, as requested.
- C. All reports shall be subject to County review and approval. Continued implementation of subsequent phases shall be contingent upon satisfactory performance and completion of required reporting.

A.1.7 Deliverables and Timelines

- A. The Contractor shall provide the following deliverables:
 - a. Project Work Plan and Implementation Timeline (within 60 days of Contract execution), outlining activities, milestones, and reporting structure.
 - b. Stakeholder Engagement Summaries, incorporated into the Quarterly Progress Reports or submitted separately at the County’s direction.
 - c. Governance and Transition Documentation reflecting adopted structure, roles, and operational protocols, submitted within 120 days of Contract execution and updated as necessary during the transition period.

- d. Quarterly Progress Reports (as described in Section A.1.6.B.d, submitted within 30 days following the end of each quarter.
 - e. Annual Impact Summary outlining cumulative activities, performance measures, and fiscal utilization, submitted within 60 days following the end of each Contract year.
 - f. Final Summary Report and Executive Presentation to County Leadership, submitted no later than 60 days prior to Contract expiration.
- B. All deliverables shall be subject to County review and approval prior to County payment as described in this Contract. Deliverables shall demonstrate measurable progress and responsible stewardship of approved funds.
- C. Contractor shall ensure services are implemented in phases as described in Section A.1.8.
- a. Phase I of the project shall occur in the first 12 months.
 - b. Continuation into Phase II and Phase III shall be subject to:
 - i. Availability of funding; and
 - ii. Satisfactory performance as determined by the County.

A.1.8 Project Phases

- A. Services under this Contract shall be implemented in phases and payment shall be as described in Section E. Nothing in this section shall obligate the County to proceed with any subsequent phase if Contractor performance is unsatisfactory, funding is unavailable, or for any other reason.
- B. Phase I – Organizational Development and Initial Implementation (July 1, 2026 through June 30, 2027)**
- a. During Phase I Contractor shall focus on the following as further described in this Contract:
 - i. Establishing administrative and fiscal infrastructure;
 - ii. Finalizing governance structure and operating protocols;
 - iii. Conducting leadership and community engagement activities;
 - iv. Launching initial approved initiatives; and
 - v. Implementing performance tracking and reporting mechanisms.
 - b. Phase I Deliverables and Milestones include:
 - i. Submission of Project Work Plan within 60 days on Contract start date;
 - ii. EECG Governance documentation;
 - iii. Documentation of engagement activities conducted; and
 - iv. Submission of Quarterly Progress Reports, including fiscal summaries and measurable performance indicators consistent with approved budgets.
 - c. Prior to Contractor performing any work under Phase II, Contractor shall submit to the County a proposed Phase II budget, Project Work Plan and cost breakdown consistent with the total not-to-exceed amount allocated to Phase II. Such budget shall be subject to County review and approval and shall align with the approved Phase I Project Work Plan and performance results from Phase I.
- C. Phase II – Expanded Implementation and Partnership Development (July 1, 2027 through June 30, 2028)**
- a. If Phase II is authorized by the County, then during Phase II Contractor shall focus on:
 - i. Scaling and refining approved initiatives launched in Phase I;
 - ii. Strengthening community partnerships and coordination mechanisms;
 - iii. Advancing entrepreneurship and economic growth activities; and
 - iv. Continuing performance monitoring and reporting processes.
 - b. Phase II Deliverables and Milestones include the following or as otherwise described in the Project Work Plan:
 - i. Updated implementation plan reflecting expanded activities;
 - ii. Ongoing Quarterly Progress Reports including documentation of expanded initiative implementation; and
 - iii. Updated performance metrics demonstrating measurable progress.
 - c. Prior to Contractor performing any work under Phase III, Contractor shall submit to the County a proposed Phase III budget, Project Work Plan, and cost breakdown consistent with the total not-to-exceed amount allocated to Phase III. Such budget shall be subject

to County review and approval and shall align with the demonstrated performance and allocated funding.

- D. Phase III – Sustainability and Closeout (July 1, 2028 through December 31, 2028)**
- a. If Phase III is authorized by the County, then during Phase III Contractor shall focus on:
 - i. Sustainability planning and capacity strengthening;
 - ii. Documenting outcomes and performance results; and
 - iii. Transition to long-term community-led operations.
 - b. Phase III Deliverables and Milestones include the following or as otherwise described in the Project Work Plan:
 - i. Sustainability Plan outlining governance, funding, and operational continuity;
 - ii. Final Impact Summary documenting cumulative outcomes and fiscal summaries; and
 - iii. Executive presentation to County leadership.

A.1.9 Roles and Responsibilities

- A. Contractor shall perform all services described in this Contract and communicate progress, risks, and key considerations to the County in a timely manner.

A.1.10 Completion Criteria and Acceptance

- A. Project and phase completion will be based on:
 - a. Delivery and County approval of required deliverables;
 - b. Demonstrated completion of phase-specific activities outlined in Section A.1.8;
 - c. Submission of required reporting and fiscal documentation; and
 - d. Formal acceptance by the Assistant Executive Officer, or his/her designee, assigned to manage this Contract.

A.1.11 Additional Requirements Meetings:

- A. Contractor shall coordinate and effectuate:
 - a. Project Kickoff Meeting to confirm scope, timeline, and roles;
 - b. Regular Coordination Meetings (e.g., monthly or as mutually agreed) to review progress and implementation status;
 - c. Stakeholder Engagement Sessions as part of approved initiative activities;
 - d. County Leadership Briefings, as requested; and
 - e. Final Presentation to County leadership summarizing outcomes and next steps.

A.2 Data Security:

- A. Contractor shall ensure compliance with County data protection and confidentiality requirements by the EECG, all subcontractors and all entities that access any data the County provides to Contractor or pursuant to this Contract.

A.3 Delivery Format:

- A. County accepts electronic submission of all deliverables unless otherwise specified by the County.

A.4 Milestone Requirements

- A. Deliverables, where applicable, must be reviewed and approved by the County prior to payment of Contractor invoices.
- B. Contractor must adhere to agreed timelines.
- C. Contract delays must be communicated to the County along with Contractor's proposed corrective action.
- D. Deliverables must align with the intent of this Contract.

A.5 Performance Monitoring

- A. The County will monitor Contractor performance as follows or as otherwise authorized under this Contract:
 - a. Regular coordination and status meetings;

- b. Review and approval of submitted deliverables;
 - c. Evaluation of progress against milestones and defined performance benchmarks established in the approved Project Work Plan;
 - d. Assessment of stakeholder engagement, implementation activities, and fiscal management; and
 - e. Ongoing assessment of activities during the transition period.
- B. Contractor performance shall be evaluated based on adherence to the approved Contract requirements, achievement of identified milestones, demonstration of measurable progress toward stated objectives, and compliance with reporting and documentation requirements.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

B.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

B.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

B.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

B.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

B.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

B.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

B.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

B.12 County Representative

The Assistant Executive Officer, or his/her designee, assigned to manage this Contract shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

B.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

B.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

B.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- B.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- B.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- B.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

B.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

B.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

B.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

B.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

B.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information

has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

B.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

B.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

B.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

B.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor for delivery and submission to the County as required under the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items. This paragraph shall not apply to documents, etc. created in connection with supported Initiatives that are not delivered or submitted to the County.

B.29 Reserved

B.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

B.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

B.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

B.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

B.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section F. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections A. Contractor Responsibilities and B. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

B. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

B.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

B.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

B.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

B.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

B.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

B.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed

by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

B.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

B.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

B.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract

Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

B.47 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

B.48 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 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 \$500 to any member of the Board of Supervisors or other 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 \$500 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.

B.49 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

B.50 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

B.51 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C. TERM OF CONTRACT

This Contract shall be effective July 1, 2026 and expires December 31, 2028, but may be terminated earlier in accordance with the provisions of this Contract.

D. COUNTY RESPONSIBILITIES

- D.1** Provide a County Project Liaison to support Contract administration.
- D.2** Participate in relevant meetings and review processes.
- D.3** Provide feedback on deliverables and key project components.
- D.4** Review and approve deliverables and provide direction as needed.

E. FISCAL PROVISIONS

E.1 The maximum amount of payment under this Contract shall not exceed One Million Six Hundred Sixty-Five Thousand Dollars (\$1,665,000), and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

E.2 Payment shall be by Phases as described below and in Attachment A or any additional County approved budgets for Phases II and III. Unexpended (not used) funding from one phase shall not automatically rollover to a different phase. Funding may only be moved to another phase upon the written approval of the County Assistant Executive Officer assigned to manage this Contract.

E.2.1 Payment for Phase I (July 1, 2026 through June 30, 2027) Organizational Development and Initial Implementation, shall not exceed \$802,500. Payment shall be pursuant to Attachment A and submission and completion of services, deliverables and milestones as described in this Contract.

E.2.2 Prior to Contractor performing any work under Phase II, Contractor shall submit to the County a proposed Phase II budget, Project Work Plan and cost breakdown consistent with the total not-to-exceed amount allocated to Phase II. Such budget shall be subject to County review and approval and shall align with the approved Phase I Project Work Plan and performance results from Phase I.

E.2.3 Payment for Phase II (July 1, 2027 through June 30, 2028) Expanded Implementation and Partnership Development, shall not exceed \$527,500. Payment shall be pursuant to the County approved Phase II budget, Project Work Plan and cost breakdown and submission and completion of services, deliverables and milestones as described in this Contract and the Phase II budget and cost breakdown.

E.2.4 Prior to Contractor performing any work under Phase III, Contractor shall submit to the County a proposed Phase III budget, Project Work Plan, and cost breakdown consistent with the

total not-to-exceed amount allocated to Phase III. Such budget shall be subject to County review and approval and shall align with the demonstrated performance and allocated funding.

E.2.5 Payment for Phase III (July 1, 2028 through December 31, 2028) Sustainability and Closeout, shall not exceed \$335,000. Payment shall be pursuant to the County approved Phase III budget, Project Work Plan and cost breakdown and submission and completion of services, deliverables and milestones as described in this Contract and the Phase III budget and cost breakdown.

E.2.6 Payments shall be made upon submission of invoices and supporting documentation demonstrating performance of approved services consistent with the County-approved Project Work Plan and corresponding budget line items.

E.2.7 Invoices may include charges for ongoing administrative and program support activities, coordination, fiscal management, and other services identified in the approved Project Work Plan and cost sheet or budget. Invoices shall include sufficient documentation describing services performed during the billing period and progress toward established milestones and performance measures.

E.2.8 Upon approval of the Project Work Plan and budget, the County may, at its discretion, authorize payment for early-phase implementation activities identified therein. Any such payment shall be supported by documentation of the approved activities, shall be applied against subsequent invoices submitted under this Contract, shall be reflected in subsequent reporting and invoicing, and shall not increase the total not-to-exceed Contract amount. This section does not authorize Contractor to begin working on Phase II or Phase III without County written approval of the phase budget, Project Work Plan, and cost breakdown.

E.2.9 Payment for subsequent phases shall be subject to authorization by the County confirming satisfactory performance and availability of funding, consistent with this Contract.

E.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

E.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

E.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

E.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

E.7 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

F.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

F.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

F.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

F.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

F.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

F.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

F.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

F.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

F.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- F.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- F.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- F.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- F.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G. RIGHT TO MONITOR AND AUDIT

- G.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring

conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

- G.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

H. CORRECTION OF PERFORMANCE DEFICIENCIES

H.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

H.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

I. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
County Administrative Office
385 N. Arrowhead Ave., 5th Floor
San Bernardino, CA 92415*

*Community Action Partnership of San
Bernardino County
696 S. Tippecanoe Ave.
San Bernardino, CA 92408-2607*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

J. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

K. ELECTRONIC SIGNATURES

This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

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

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

B
y _____
Deputy

Community Action Partnership of San Bernardino
County

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

B
y ► _____
(Authorized signature - sign in blue ink)

Name Patricia L. Nickols-Butler
(Print or type name of person signing contract)

Title President and Chief Executive Officer
(Print or Type)

Dated: _____

Address 696 South Tippecanoe Avenue
San Bernardino, CA 92408-2607

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
Julie Surber, Principal Assistant County Counsel		
Date _____	Date _____	Date _____

ATTACHMENT A

Cost Sheet – EEGC Transition Support Project

Vendor: Community Action Partnership of San Bernardino County

Budget Term: Phase I

Task Category	Description	Unit	Quantity	Invoice	UOC	Total (\$)
A. Administrative & Program Support						
Task Category	Description	Unit	Qty	Invoice Metrics	Unit Cost (\$)	Total (\$)
Administrative & Fiscal Support (A.1.1)	Financial Administration, Invoicing, compliance, documentation	Monthly	12	*timely and accurate invoice submission *monthly contract financial report	\$ 5,375.00	\$ 64,500.00
Operational Coordination (A.1.2)	Liaison, Day-to-day coordination, scheduling, logistics; Initiatives project management and oversight	Monthly	12	*activities detailed through updated project tracker (Project Plan) *status updates on community-facing subcommittee activities (>90% of planned activities executed on schedule)	\$ 10,500.00	\$ 126,000.00
Transition Implementation (A.1.3)	Governance, communications and transition support	Lump Sum	1	*EEGC bylaws, structure, roles finalized *Subcommittees active *Rebranded communications launched *Operational handoff effectuated *Year 1 community calendar completed	\$ 68,000.00	\$ 68,000.00
B. Stakeholder Engagement & Coordination						
Task Category	Description	Unit	Qty	Invoice Metrics (outputs / KPIs)	Unit Cost (\$)	Total (\$)
Stakeholder Engagement (A.1.4.a)	Meetings, workshops, community sessions	Per Session	12	*sign-in sheet details provided *post session summary and/or agenda provided *KPI: participant demographics tracked (and expanded, where applicable)	\$ 3,000.00	\$ 36,000.00
Strategic Partnership Coordination (A.1.4.b-c)	Coordination with EEGC and partners	Monthly	12	*active coordination with a minimum of 5-7 priority partners *documented partnership actions (including potential MOUs) *KPI: (a) at least 2 new or strengthened partnerships per quarter; (b) evidence of resource alignment annually (at least 1 funding, program or policy)	\$ 10,416.67	\$ 125,000.00
Initiative Support (A.1.5)	Coordination and launch of cross-sector community initiatives and reporting	Monthly	12	*KPI: (a) # of initiatives launched public facing community; (b) # of participants served; (c) % of initiatives on track for EEGC goals (quarterly)	\$ 8,500.00	\$ 102,000.00
Workforce and Entrepreneurship Coordination (A.1.5.a-b)	Coordination and launch of economic empowerment pilot, partnerships and placements	Monthly	12	*Q1-Q3: (a) program design and partnerships established; (b) at least 3-6 wealth generating or ecosystem partners engaged *KPI (Q4+ beyond): (a) # of participants enrolled (demographic details); (b) #/N% placed in jobs, internship, or entrepreneurship pipelines; (c) success rate (based on program goals)	\$ 16,666.67	\$ 200,000.00
C. Reporting & Deliverables (A.1.6 - A.1.7)						
Deliverable	Description	Unit	Qty	Invoice Metrics (outputs / KPIs)	Unit Cost (\$)	Total (\$)
Project Work Plan	Initial plan and timeline	Lump Sum	1	*completion to County satisfaction	\$ 1,500.00	\$ 1,500.00
Engagement Summaries	Stakeholder summaries and updates	Monthly	12	*completion to County satisfaction	\$ 850.00	\$ 10,200.00
Governance Documentation	Transition and structure documentation	Lump Sum	1	*completion to County satisfaction	\$ 3,375.00	\$ 3,375.00
Initiative Tracking Reports	Progress tracking, survey and reporting	Monthly	12	*completion to County satisfaction; # of survey participants (demographics reported)	\$ 2,200.00	\$ 26,400.00
Final Report	Summary report and recommendations	Lump Sum	1	*completion (see below)	\$ 2,700.00	\$ 2,700.00
Final Presentation	Presentation to County leadership	Lump Sum	1	*Outputs: (a) demonstrated linkage between activities and outcomes; (b) clear recommendations tied to County priorities; (c) executive level presentation readiness *Cross-Cutting KPIs (annual): (a) initiative execution rate (% of planned activities launched and active); (b) community engagement reach (# of participants engaged across activities); (c) # of active cross-sector partnerships; (d) job placements and business outcomes achieved	\$ 2,250.00	\$ 2,250.00
D. Meetings & Coordination (A.1.11)						
Meeting Type	Frequency	Unit	Qty		Unit Cost (\$)	Total (\$)
Kickoff Meeting	At contract launch	Lump Sum	1	*completion	\$ 1,125.00	\$ 1,125.00
Monthly Coordination Meetings	Periodically, as needed	Monthly	12	*completion	\$ 800.00	\$ 9,600.00
Stakeholder Sessions	As needed	Quarterly	4	*completion	\$ 1,800.00	\$ 7,200.00
Leadership Briefings	As requested, including elected officials	Bi annually	2	*delivery of strategic insights and recommendations, including (a) risks, (b) opportunities, and (c) decision points	\$ 8,225.00	\$ 16,450.00
E. Summary						
Category	Amount (\$)					
Administrative & Program Support	\$	258,500.00				
Stakeholder Engagement & Coordination	\$	338,000.00				
Strategic Partnerships	\$	125,000.00				
Reporting & Deliverables	\$	46,425.00				
Meetings & Coordination	\$	34,675.00				
Total Project Cost	\$	802,500.00				
F. Project Phases						
Phase	Description	Cost (\$)				
Phase I – Start-Up and Stand-Up	Governance and operations structure setup	\$ 802,500.00				
Phase II – Implementation and Coordination	Ongoing operations and engagement	\$ 527,500.00				
Phase III – Sustainability and Closeout	Final reporting and transition	\$ 338,000.00				
	Phased Total:	\$ 1,668,000.00				



ATTACHMENT B

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing 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: Community Action Partnership of San Bernardino County
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): N/A _____
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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):
N/A		

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
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No

Yes If **yes**, please provide the contribution information in Question 11.

11. 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 or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.