



Contract Number
22-88 A-3

SAP Number
4400010984

Children and Family Services

Department Contract Representative	Amanda Figueroa
Telephone Number	(909) 386-8146
Contractor	Family Assistance Program
Contractor Representative	Darryl Evey
Telephone Number	(760) 843-0701
Contract Term	February 9, 2022 through August 31, 2026
Original Contract Amount	\$6,678,576
Amendment Amount	\$2,258,328
Total Contract Amount	\$8,936,904
Cost Center	5017031000
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3:

1. It is hereby agreed to amend Contract No. 22-88, as follows:

SECTION V. FISCAL PROVISIONS

Amend Paragraph A to read as follows:

The maximum amount of reimbursement shall not exceed \$8,936,904 and shall be subject to availability of funds to the County. The Consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance, hereof, including travel and per diem.

SECTION VIII. TERM

Amend Section VIII. TERM to read as follows:

This Contract is effective as of February 9, 2022, and is extended from its amended expiration date of August 31, 2025, to expire on August 31, 2026, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

ATTACHMENTS

Amend Attachment C

Add Program Budget for the period September 1, 2025 through August 31, 2026, which is attached to this Amendment No. 3 and incorporated by reference.

2. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)** – Contractor has disclosed to the County using Attachment 1 – 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 within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) twelve (12) months before the date this Amendment 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 for twelve (12) months after the County's consideration of the Amendment.

In the event of a proposed amendment to Contract No. 22-88, 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 within the preceding twelve (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.

3. **All other terms and conditions of Contract No. 22-88 remain in full force and effect.**

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

Family Assistance Program

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

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name Darryl Evey

(Print or type name of person signing contract)

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

Title Executive Director

(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address 15075 7th Street

Victorville, CA 92395

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►
Daniella V. Hernandez, Deputy County Counsel

►
Lisa Rivas-Ordaz, Contracts Manager

►
Jeany Glasgow, Director

Date _____

Date _____

Date _____



ATTACHMENT 1

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: _____

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

6. Name of agent(s) of Contractor:

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

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):

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

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 ☐ If no, please skip question 11.

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.

Family Assistance Program				
Youth Shelter for Children and Family Services				
Program Budget				
September1, 2025 - August 31, 2026				
A. Salaries and Benefits				
Description		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	PROPOSED BUDGET AMOUNTS
1	Job Title: Shelter Manager (2 Positions)			
	Salary: \$88,320 annually X 2	\$ 176,640.00	100%	\$ 176,640.00
	Benefits: 25% of Salary X 2	\$ 44,160.00	100%	\$ 44,160.00
2	Job Title: Social Worker (1 Position)			
	Salary: \$96,600 annually	\$ 96,600.00	100%	\$ 96,600.00
	Benefits: 25% of Salary	\$ 24,150.00	100%	\$ 24,150.00
3	Job Title: Lead Staff (6 positions)			
	Salary: \$69,000 annually X 6	\$ 414,000.00	100%	\$ 414,000.00
	Benefits: 20% of Salary X 6	\$ 82,800.00	100%	\$ 82,800.00
4	Job Title: Shelter Staff (12 positions)			
	Salary: \$55,200 annually X 12	\$ 662,400.00	100%	\$ 662,400.00
	Benefits: 20% of Salary	\$ 132,480.00	100%	\$ 132,480.00
SUBTOTALS		\$ 1,633,230.00		\$ 1,633,230.00
B. Operational Costs				
		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	PROPOSED BUDGET AMOUNTS
1.	Transportation	\$ 18,000.00	100%	\$ 18,000.00
2.	Liability Insurance	\$ 500,000.00	50%	\$ 250,000.00
3.	Facility Charges	\$ 120,000.00	100%	\$ 120,000.00
4.	Office Supplies	\$ 24,000.00	100%	\$ 24,000.00
5.	Maintenance & Repairs	\$ 36,000.00	100%	\$ 36,000.00
6.	Staff Training	\$ 9,098.00	100%	\$ 9,098.00
7.	Utilities & Telephone	\$ 36,000.00	100%	\$ 36,000.00
8.	Client Expenditures - Activities	\$ 36,000.00	100%	\$ 36,000.00
9.	Client Expenditures - Clothing	\$ 36,000.00	100%	\$ 36,000.00
10.	Client Expenditures - Consumable	\$ 60,000.00	100%	\$ 60,000.00
SUBTOTALS		\$ 875,098.00		\$ 625,098.00
17.	SUBTOTALS, (A) above	\$ 1,633,230.00		\$ 1,633,230.00
18.	TOTALS	\$ 2,508,328.00		\$ 2,258,328.00