



Contract Number
22-88 A-4

SAP Number
4400018904

Children and Family Service

Department Contract Representative	Clinton Blankenship
Telephone Number	(909) 386-8304
Contractor	Family Assistance Program
Contractor Representative	Darryl Evey
Telephone Number	(760) 843-0701
Contract Term	February 9, 2022 through February 28, 2027
Original Contract Amount	\$ 8,936,904
Amendment Amount	\$ 1,129,164
Total Contract Amount	\$10,066,068
Cost Center	5017031000
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4

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

SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES

Amend Section III to remove and replace Paragraph KK as follows:

KK. 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 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 for twelve (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 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.

SECTION V. FISCAL PROVISIONS

Amend Section V, Paragraph A, to read as follows:

- A. The maximum amount of reimbursement shall not exceed \$10,066,068 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 to read as follows:

This Contract is effective as of February 9, 2022, and is extended from its amended expiration date of August 31, 2026, to expire on February 28, 2027, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

ATTACHMENT B

Remove Attachment B and replace with the attached ATTACHEMNT B - VENDOR ASSURANCE OF COMPLIANCE (Rev 12/24).

ATTACHMENT C

Add Attachment C-4 Program Budget to Attachment C for the period September 1, 2026 through February 28, 2027.

ATTACHMENT D

Remove Attachment D and replace with the attached ATTACHMENT D - Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).

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

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

FAMILY ASSISTANCE PROGRAM

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

By: _____
(Authorized signature - sign in blue ink)

Name: Darryl Evey
(Print or type name of person signing contract)

Title: Chief Executive Officer
(Print or Type)

Dated: _____

Address: 15075 7th Street
Victorville, CA 92395

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Daniella V. Hernandez, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Lisa Rivas-Ordaz, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Jeany Glasgow, Director

Date _____

**VENDOR ASSURANCE OF COMPLIANCE WITH
SAN BERNARDINO COUNTY
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: FAMILY ASSISTANCE PROGRAM

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

By: ▶ <i>(Authorized signature - sign in blue ink)</i>	Date: _____
Name: Darryl Evey <i>(Print or type name of person signing contract)</i>	Address: 15075 7th Street Victorville, CA 92395
Title: Chief Executive Officer <i>(Print or Type)</i>	

FAMILY ASSISTANCE PROGRAM
Youth Shelter for Children and Family Services
Program Budget
September 1, 2026 - February 28, 2027

SALARY AND BENEFITS

Description	Total FTEs	Total Cost to the Organization	Percent Charged to Program	Proposed Budget Amounts
Job Title: Shelter Manager	2.00			
Salary @ \$32 per hour	2.00	\$ 88,320.00	100%	\$ 88,320.00
Benefits	2.00	\$ 17,664.00	100%	\$ 17,664.00
Job Title: Social Worker	1.00			
Salary @ \$35 per hour	1.00	\$ 48,300.00	100%	\$ 48,300.00
Benefits	1.00	\$ 9,660.00	100%	\$ 9,660.00
Job Title: Lead Staff	5.00			
Salary @ \$25 per hour	5.00	\$ 172,500.00	100%	\$ 172,500.00
Benefits	5.00	\$ 37,500.00	100%	\$ 37,500.00
Job Title: Shelter Staff	10.00			
Salary @ \$20 per hour	10.00	\$ 276,000.00	100%	\$ 276,000.00
Benefits	10.00	\$ 55,000.00	100%	\$ 55,000.00
Subtotals:		\$ 88,320.00		\$ 704,944.00

OPERATIONAL COSTS

Description		Total Cost to the Organization	Percent Charged to Program	Proposed Budget Amounts
Transportation		\$ 9,000.00	100%	\$ 9,000.00
Liability Insurance		\$ 117,930.00	100%	\$ 117,930.00
Facility Charges		\$ 18,000.00	100%	\$ 18,000.00
Office Supplies		\$ 12,000.00	100%	\$ 12,000.00
Maintenance and Repairs		\$ 24,000.00	100%	\$ 24,000.00
Staff Training		\$ 6,000.00	100%	\$ 6,000.00
Utilities and Telephone		\$ 18,000.00	100%	\$ 18,000.00
Client Expenditures - Activities		\$ 12,000.00	100%	\$ 12,000.00
Client Expenditures - Clothing		\$ 15,861.50	100%	\$ 15,861.50
Client Expenditures - Consumable		\$ 32,850.00	100%	\$ 32,850.00
Indirect Cost Rate 16.9%		\$ 158,578.50	100%	\$ 158,578.50
Total Operational Cost:				\$ 424,220.00

TOTAL SIX MONTH BUDGET:

\$ 1,129,164.00



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 (2) 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 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 County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding 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 (fifty percent (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 (50%) 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: FAMILY ASSISTANCE PROGRAM
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: N/A
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	N/A

6. Name of agent(s) of Contractor:

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

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors within the prior twelve (12) months, by any of the individuals or entities listed in Question Nos. 1-8?

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

No ☒

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

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

No ☒ If no, please skip question 11

11. Name of Board of Supervisor Member: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members 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 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, while award of this Contract is being considered and for 12 months after a final decision by the County.