



Contract Number
24-992 A-2

SAP Number
4400026962

Department of Aging and Adult Services – Public Guardian

Department Contract Representative	Ivy Zhang
Telephone Number	(909) 387-2806
Contractor	City of San Bernardino
Contractor Representative	Trudy Panowicz
Telephone Number	(909) 384-5434
Contract Term	October 22, 2024, through September 30, 2027
Original Contract Amount	NTE \$189,900
Amendment Amount	NTE \$ 90,000
Total Contract Amount	NTE \$279,900
Cost Center	5292501036
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

It is hereby agreed to amend Contract No. 24-992, as follows:

SECTION A. DEFINITIONS

Amend Section A. to add Definitions 33 and 34.:

33. Budgeted Award - The amount of funding authorized by the County for Contractor use at contract execution. Contractor may not incur costs beyond this amount without an approved budget adjustment.
34. Not to Exceed (NTE) Amount - The maximum total compensation authorized under this Agreement. This amount cannot be exceeded without a formal written amendment.

SECTION C. GENERAL CONTRACT REQUIREMENTS

Amend Section C. to add Paragraphs 68 through 72.:

68. **Covenant Against Contingent Fees** - The Contractor warrants that no person or selling agency has been employed or retained to solicit the work outlined within this contract. There has been no agreement to make commission payments in order to obtain the work outlined within this contract. For breach or violation of this warranty, the County shall have the right to terminate or at its discretion to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
69. **Fraud and Programmatic Abuse Reporting** - The Contractor shall immediately report to the County and the California Department of Aging (CDA) any incidents of alleged fraud or programmatic abuse. The Contractor shall maintain all records, documents, or other evidence of fraud or abuse until notified by the County or CDA.
70. **Compliance with State Contract Act and Unruh Civil Rights Act** - In performing services under this contract, the Contractor shall comply with all applicable provisions of the State Contract Act (Public Contract Code §10295 et seq.) and the Unruh Civil Rights Act (Civil Code §51), as required when program allocations exceed \$100,000 or when otherwise applicable.
71. **Remedies for Noncompliance** - In the event of Contractor noncompliance with the terms, conditions, or specifications of this contract, the County may impose appropriate remedies, including but not limited to: withholding of payments, contract suspension, contract termination, reduction of budget, and modification of contract terms as allowed under 45 CFR 92.36.
72. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))** - Contractor certifies on Attachment F that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

SECTION D. TERM OF CONTRACT

Amend Section D, Paragraph 1 to read as follows:

1. This Contract is effective as of October 22, 2024, and is extended from the original expiration date of September 30, 2026, to expire on September 30, 2027, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one (1) additional one (1) year period by mutual agreement of the parties.

SECTION F. FISCAL PROVISIONS

Amend Section F, Paragraph 1. to read as follows:

1. Total compensation under this Contract shall not exceed the Not to Exceed (NTE) amount of \$279,900, which represents the maximum possible payment under this Contract which can only be exceeded with a formal written Amendment. The budgeted award amount identified by the County at execution is the actual amount authorized for Contractor use. Any increase above the budgeted award may be made only if additional federal or state funds become available and only through a formal written Budget Adjustment. Contractor shall not provide services or incur costs beyond the County authorized budget.

All funding under this Contract is contingent on the availability of federal and state funds. Both the initial allocation and any amendments are tentative and may change based on actual funding received. If funding is reduced, delayed, or cancelled, the County may reduce, suspend, or terminate the Contract, and the Contractor will be paid only for services provided up to the effective date of the change.

The consideration to be paid to Contractor, as provided herein, shall be in full payment of the annual allotted budget for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

ATTACHMENTS:

Remove and replace **Attachment C. VENDOR ASSURANCE OF COMPLIANCE (CR-50)**

Add **Attachment F. ANTI-LOBBYING CERTIFICATION**

All other terms and conditions of Contract No. 24-992 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

City of San Bernardino

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

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name Vanessa Carder
(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 Director of Parks, Recreation, and
Community Services
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address 290 North D Street

San Bernardino, CA 92401

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Jacqueline Carey-Wilson, Deputy County
Counsel

►

Lisa Rivas-Ordaz, Contracts Manager

►

Sharon Nevins, Director

Date _____

Date _____

Date _____

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

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: City of San Bernardino

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: <u>Vanessa Carder</u> <i>(Print or type name of person signing contract)</i>	Address: <u>290 North D Street</u>
Title: <u>Director of Parks, Recreation, and Community Services</u> <i>(Print or Type)</i>	<u>San Bernardino, CA 92401</u>

ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, City of San Bernardino, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Vanessa Carder, Director of Parks, Recreation, and Community Services

Name and Title of Contractor's Authorized Official

Date