



Contract Number  
22-310 A-1

SAP Number

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Abundant Living Family Church High Desert
<b>Contractor Representative</b>	Mark Graham, CEO/Senior Pastor
<b>Telephone Number</b>	(760) 948-8881
<b>Contract Term</b>	04/26/2022 to 04/25/2026
<b>Original Contract Amount</b>	Not-to-Exceed \$820,374
<b>Amendment Amount</b>	\$1,966,725
<b>Total Contract Amount</b>	Not-to-Exceed \$2,787,099
<b>Cost Center</b>	102100 and 4420001000

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT No. 1**

Contract No. 22-310 with Abundant Living Family Church - High Desert to provide non-emergency transportation services to the Sheriff/Coroner/Public Administrator Department is hereby amended, effective February 6, 2024, as follows:

1) By adding Section **A.9** to **DEFINITIONS**, as follows:

**A.9 West Valley Detention Center (WVDC):** Type II detention facility operated by the County and located at 9500 Etiwanda Ave, Rancho Cucamonga, CA 91739.

2) By deleting current Section **B.1.2 Scheduled Transportation Services** in its entirety and replacing it with a new Section **B.1.2 Scheduled Transportation Services**, as follows:

**B.1.2 Scheduled Transportation Services** – Between forty-five (45) and sixty (60) days after Contract execution – Three times per day, 7 days a week, 365 days per year (366 days in leap years), as follows, or as agreed upon in writing by both Contractor and Sheriff. Contractor and Sheriff agree to routinely review release data to determine if revisions to the scheduled transportation services need to be made.

**B.1.2.1** A one-way ride home, to temporary housing/shelter, or other requested location to obtain County services in the High Desert and Barstow area (50-mile radius from HDDC, to include the WVDC). The pick-up hours for scheduled transportation services shall be coordinated with the Sheriff, or designee, at HDDC.

- 3) By deleting current Section **B.3** in its entirety and replacing it with a new Section **B.3** as follows:

**B.3** Contractor shall collect data and provide data/reports as designated/required by the County, and in a format approved by the County. Data should include, at a minimum: Name, pick-up time/date, and drop-off location for each passenger. County agrees to provide the following information on the transportation request email: Name, date of release, time of release, mode of transportation (bus ticket, own ride, ALFC contracted transportation services), and requested drop off location if mode is ALFC transportation services.

- 4) By deleting current Section **B.12.3 Program Operational Records**, in its entirety and replacing it with a new **Section B.12.3 Program Operational Records**, as follows:

**B.12.3 Program Operational Records**

Records and reports related to Contract services shall be kept consistent with the requirements established by the County. Additionally, the Contractor may be required to provide additional statistical information to assist the County in monitoring and evaluating the productivity of the service. Information must be submitted to the County as requested. All reports identified in this section and in section B.12.4 shall be submitted to the County in a format approved by the County.

**B.12.3.1** Operational problems, accidents, incidents, passenger complaints, and any actions taken regarding the aforementioned events. Passenger complaints related to safety or serious operational deficiencies shall be reported by phone to the County no later than the next working day following Contractor's receipt of complaint.

**B.12.3.2** Contractor and County shall cooperate, including the collection and sharing of statistical information, to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.

- 5) By adding Section **B.12.4 Reporting Requirements**, as follows:

**B.12.4 Reporting Requirements**

Contractor will prepare and submit to the County, with appropriate supporting documentation, no later than the fifteenth day of each month, a summary report of operations for the service, which will include at least the following:

**B.12.4.1** Name, pick-up time/date, and drop-off location for each passenger.

**B.12.4.2** Daily totals of passenger counts, total hours, total miles, any other operating data collected, documenting any discrepancies in the reported number of passengers carried.

**B.12.4.3** Contractor shall submit an inventory of equipment purchased under the terms of this Contract as part of the monthly activity report for the month in which the equipment is purchased.

**B.12.4.4** Contractor shall submit a yearly report with a final reconciliation of actual expenses compared to the budget for the Contract period. The report shall be delivered to the County no later than ninety (90) days from the close of each Contract year, with the first report due July 25, 2024 for the contract period of April 26, 2023 through April 25, 2024. Failure to comply with the reporting requirements in a timely manner may make the Contractor ineligible for contract extensions or future contracts.

- 6) By deleting Section **C.12 County Internship Initiative** in its entirety.

- 7) By deleting current Section **C.43 Former County Administrative Officials**, in its entirety and replacing it with a new Section **C.43 Former County Administrative Officials** as follows:

**C.43 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, Chief 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.

- 8) By adding Section **C.51 Political Contributions**, as follows:

**C.51 Political Contributions**

Contractor has disclosed to the County, using Attachment A, whether it has made any campaign contributions of more than \$250 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 \$250 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 \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary, or otherwise related business entity of Contractor.

- 9) By deleting current Section **F.1** under **FISCAL PROVISIONS** in its entirety, and replacing it with a new Section **F.1** as follows:

**F.1** The maximum amount of payment under this Contract shall not exceed \$2,787,099, \$820,374 in year one, and \$655,575 annually for the remaining three years, of which \$2,622,300 is funded by AB 109 and shall be subject to availability of funds to the County. The County initially paid Contractor \$164,799 (not AB 109) for the transition to a Fee for Service Contract. The \$164,799 pre-payment shall be used by Contractor to provide unbilled transportation services to 1,638 recently released individuals at \$100.61 per individual rider ( $\$100.61 \times 1,638 = \$164,799$ ) at the end of the Contract. These transportation services shall be provided by Contractor, at no additional charge to the County.

If within the term of the Contract, Contractor fails to provide unbilled transportation services to 1,638 recently released individuals utilizing the \$164,799 in initial payment, Contractor shall pay to the County \$164,799, or a portion thereof, equal to \$100.61 per individual under 1,638. For example and clarification, if Contractor only provides unbilled transportation services to 1,000 individuals, then Contractor shall pay the County \$64,189.18 or  $\$100.61 \times 638$ . 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.

Except as amended, all other terms and conditions of the Contract remain as stated therein.

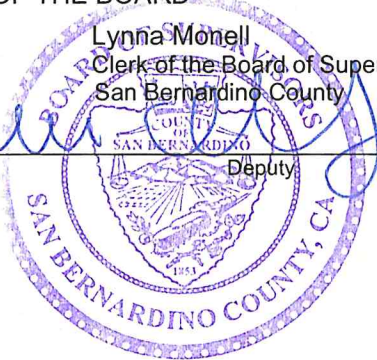
IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: FEB 06 2024  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*  
Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy



Abundant Living Family Church High Desert  
(Print or type name of corporation, company, contractor, etc.)

By ► *Mark Graham*  
(Authorized signature - sign in blue ink)

Name Mark Graham  
(Print or type name of person signing contract)

Title CEO-Senior Pastor  
(Print or Type)

Dated: 1-9-24

Address 17555 Mauna Loa Street, Suite 7  
Hesperia, CA 92345

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► *Grace B. Parsons*  
Grace B. Parsons, Deputy County Counsel  
Date 01/29/2024

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► *Kelly Welty*  
Kelly Welty, Chief Deputy Director of Sheriff's Administration  
Date 1/29/24



# ATTACHMENT A

## Senate Bill 1439

### Contractor Information Report

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with 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; 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 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: Abundant Living Family Church High Desert

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

MARK Graham

3. Name of agent of Contractor:

Company Name	Agent(s)
Abundant Living Family Church HD	Mark Graham

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. 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		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes  No

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No  If no, please skip Question No. 9 and sign and date this form.

Yes  If yes, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.