



Contract Number

23-1143 A-2

SAP Number

Office of Homeless Services

Department Contract Representative	Marcus Dillard
Telephone Number	909-501-0600
Contractor	Inland Counties Legal Services, Inc.
Contractor Representative	Tessie Solorzano
Telephone Number	888-245-4257
Contract Term	11/1/2023 through 6/30/2026
Original Contract Amount	\$620,000
Amendment No. 1 Amount	-\$61,434
Amendment No. 2 Amount	\$310,000
Total Contract Amount	\$868,566
Cost Center	6210071000
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2 CONTRACT NO. 23-1143

This Second Amendment to the Contract ("Second Amendment") is made and entered into, by and between the San Bernardino County, hereinafter referred to as "COUNTY" and Inland Counties Legal Services, Inc. (ICLS), hereinafter referred to as "CONTRACTOR", provides for the alignment of resources and additional time to provide services that further enhance the goals and meet the programmatic needs of the Housing and Disability Advocacy Program (HDAP), hereinafter referred to as "Program."

WHEREAS, the County has been allocated funds from the State of California Health and Human Services Agency, Department of Social Services, to provide disability benefits advocacy services to eligible HDAP clients; and,

WHEREAS, on October 24, 2023, the San Bernardino County Board of Supervisors (Board) approved Contract No. 23-1143 (Contract) to perform legal advocacy services to eligible HDAP clients; and

WHEREAS, the Office of Homeless Services, hereinafter referred to as "OHS", is authorized to act on behalf of COUNTY in administering the HDAP program and this CONTRACT; and,

WHEREAS, on December 17, 2024, the Board of Supervisors approved the First Amendment to the Contract (23-1143-A1), which authorized the COUNTY to decrease the original contract in the amount by \$61,434 (from \$620,000 to \$558,566) based on a reduction in State of California HDAP funding; and,

NOW, THEREFORE, the parties hereby agree to amend Contract No. 23-1143, effective June 18, 2025, as follows:

The CONTRACT AMOUNT is hereby amended to read as follows:

The original Contract amount of \$610,000, later amended by -\$61,434 for a total of \$558,566 will be increased by \$310,000 resulting in a new contract amount of \$868,566.

Amend Section A DEFINITIONS to include:

Office of Homeless Services (OHS): The lead agency for the San Bernardino County Continuum of Care (SBC CoC). OHS now serves as the administrator of the Housing and Disability Advocacy Program (HDAP) contract, taking over this responsibility from the Community Development and Housing Department (CDH). OHS coordinates HDAP services on behalf of the County and oversees contractor performance, compliance, and reporting.

Amend Section C.12 County Representative as follows:

County Representative – The Chief of the Office of Homeless Services or his/her designee shall represent the County in all matters pertaining to the services 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 amendment to this Contract.

All reports required under this Contract shall now be submitted to the Office of Homeless Services. All references to the Community Development and Housing Department (CDH) in the contract are now replaced with the Office of Homeless Services (OHS).

Amend Section D.1 TERM OF CONTRACT as follows:

1. This Contract is effective as of November 1, 2023 and expires June 30, 2026 but may be terminated earlier in accordance with the provisions of this Contract. The Contract term may be extended for two (2) additional one (1) year periods by mutual agreement of the parties.

Amend Section F. COMPENSATION as follows:

County shall pay Contractor for services performed, products provided, or expenses incurred in accordance with Attachment D, "Fiscal Provisions." County is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Attachment D, County shall not be responsible for payment of any of Contractor's expenses related to this Agreement. Funds allocated under the original Contract and Amendment No. 1 must be fully expended by June 30, 2025. Funds added under Amendment No. 2, totaling \$310,000, must be fully expended by June 30, 2026.

Amend the contact information for the County in Section K. NOTICES as follows:

San Bernardino County
Office of Homeless Services
560 E. Hospitality Lane, Suite 200
San Bernardino, CA 92415-0043
Facsimile: 909-501-0646
Email: OHS@hss.sbcounty.gov

Amend ATTACHMENT D- FISCAL PROVISIONS Section A.1 as follows:

A. METHOD, TIME, AND CONDITIONS OF PAYMENT

1. The maximum amount of reimbursement under this Contract shall not exceed \$868,566 and shall be subject to availability of HDAP 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.

Contractor's reimbursement shall be amended to include:

Housing and Disability Advocacy Program Funding Summary (2023-2026)	
Legal Advocacy	
Funded Activity	Amended Amount
Legal Advocacy (Original + Amendment No. 1)	\$558,566
Legal Advocacy (Amendment No. 2)	\$310,000
Total	\$868,566

Funds allocated under the original Contract and Amendment No. 1 must be fully expended by June 30, 2025. Funds added under Amendment No. 2, totaling \$310,000, must be fully expended by June 30, 2026.

Amend ATTACHMENT E– SCOPE OF SERVICES Sections A.4 and B.1 as follows:

A. GENERAL REQUIREMENTS – 4. Ability to Serve

Contractor shall continue to provide services to the 120 open HDAP legal advocacy clients and have the ability to serve, at a minimum, twenty (20) additional HDAP participants over the course of the term of the Contract. Depending on funding, it is possible that more than twenty (20) participants may be referred.

Performance Milestone Requirements for FY 2025-26

Number of Individuals Served	Milestone Deadline
6	October 31, 2025
15	February 28, 2026
20	June 30, 2026

B. REPORTING REQUIREMENTS – 1. State Reporting Requirements

Amended to read as follows:

# of people served in Legal Advocacy Program in FY 2025-26	20 Persons
Percentage of eligible/willing persons served to obtain benefits	80%

All other terms and conditions of Contract No. 23-1143 remain in full force and effect.

COUNTERPART EXECUTION

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 transmissions), 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.

END OF SECOND AMENDMENT.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Amendment 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
San Bernardino County

By _____
Deputy

Inland Counties Legal Services, Inc.
(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name Tessie Solorzano, Esq.
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated: _____

Address 1040 Iowa Avenue Suite 106
Riverside, CA 92507

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<u>Suzanne Bryant, Deputy County Counsel</u>	<u></u>	<u>Marcus Dillard, Chief of Homeless Services</u>
Date <u></u>	Date <u></u>	Date <u></u>

ATTACHMENT C



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: Inland Counties Legal Services, Inc.
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: NA
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):
NA
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NA	NA
NA	NA

6. Name of agent(s) of Contractor:

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

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):
NA	NA	NA
NA	NA	NA

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
NA	NA
NA	NA

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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: NA

Name of Contributor: NA

Date(s) of Contribution(s): NA

Amount(s): NA

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 understands that the individuals and entities 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 while award of this Contract is being considered and for 12 months after a final decision by the County.