

ORIGINAL

Contract Number

19-661 A1

SAP Number

Board Governed County Service Area

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Family Service Association
Contractor Representative	Tom Donahue
Telephone Number	(951) 309-8151
Contract Term	10/1/2019 – 6/30/2031
Original Contract Amount	\$15,564.00
Amendment Amount	\$50,868.00
Total Contract Amount	\$66,432.00
Cost Center	2000001312
GRC/PROJ/JOB No.	52002419
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County Service Area 20 ("DISTRICT"), and Family Service Association ("LICENSEE") entered into a License Agreement, Contract No. 19-661 dated September 24, 2019 (Collectively, "the License") wherein the LICENSEE has agreed to license certain real property from the DISTRICT; and,

WHEREAS, the DISTRICT and LICENSEE now desire to extend the License Agreement, to reflect a permitted month-to-month holdover of a total of forty-eight (48) months from July 1, 2022 to June 30, 2026, with DISTRICT's express consent, and following said holdover, to reflect LICENSEE's extension of the license term until June 30, 2031 (the "First Extended Term").

NOW, THEREFORE, in consideration of mutual covenants and conditions set forth herein, the parties hereto agree that License Agreement No. 19-661 is hereby amended as follows:

1. Pursuant to **Paragraph 6, HOLDING OVER**, LICENSEE shall, with DISTRICT's express consent granted herein, continue to use the Premises on a month-to-month holdover term for a total of forty-eight (48) months, for the period of July 1, 2022 through June 30, 2026, for a total amount of \$21,168.

2. Effective July 1, 2026, DELETE in its entirety the existing **Paragraph 3, TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 3, TERM**:

3. **TERM**: The term of said license shall be extended five (5) additional years from July 1, 2026 through June 30, 2031 (the "First Extended Term").

3. Effective July 1, 2026, DELETE in its entirety the existing **Paragraph 4 LICENSEE FEE**, and SUBSTITUTE therefore the following as a new **Paragraph 4, LICENSEE FEE**:

4. **LICENSEE FEE**:

- A. LICENSEE shall pay to DISTRICT the following monthly license fee ("License Fee") for the Licensed Space in advance on the first day of each month, commencing July 1, 2026 and continuing through the First Extended Term, continuing during the Initial Term, subject to an approximate two percent (2%) annual increase, as more specifically reflected and included in the amounts set forth below:

July 1, 2026 to June 30, 2027 – monthly payments of \$475
July 1, 2027 to June 30, 2028 – monthly payments of \$485
July 1, 2028 to June 30, 2029 – monthly payments of \$495
July 1, 2029 to June 30, 2030 – monthly payments of \$505
July 1, 2030 to June 30, 2031 – monthly payments of \$515

Submit payment to: County Service Area 20, Joshua Tree
c/o Special District Department
222 W. Hospitality Lane 2nd Floor
San Bernardino, CA 92415-0450

- B. If any License Fee or other sums under this License is not paid when due and payable, LICENSEE shall pay to DISTRICT an additional Twenty-Five and 00/100 Dollars (\$25.00) for each overdue License Fee or other sums as an administrative processing charge. The parties agree that this administrative charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any administrative charge shall not constitute a waiver of LICENSEE's default with respect to the overdue License Fee or other sums or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. License Fees or other sums not paid when due shall bear simple interest from the date due at the rate of one and one-half percent (1.5%) per month.

4. Effective July 1, 2026, DELETE in its entirety the existing **Paragraph 11, JANITORIAL AND MAINTENANCE**, and SUBSTITUTE therefore the following as a new **Paragraph 11, MAINTENANCE AND JANITORIAL**:

11. **MAINTENANCE AND JANITORIAL**: LICENSEE shall, at its own cost and expense, be responsible for the following maintenance and janitorial obligations for the Licensed Space:

- A. LICENSEE, at its sole cost, shall maintain the interior of the Licensed Space in a clean and orderly condition, reasonable wear and tear excluded.
- B. LICENSEE will be responsible for trash and garbage removal to DISTRICT-designated disposal areas. LICENSEE will maintain high standard of sanitation and will be responsible for the labor, supplies, equipment, and supervision necessary for the daily cleaning and janitorial services in the Licensed Space, (including, without limitation, food preparation service area, food service equipment, kitchen floors), in compliance with all federal, state, and local safety and health laws and regulations as interpreted by the County Department of Environmental Health Services (EHS).
- C. LICENSEE will, at its sole cost, perform all repairs, maintenance, and replacements for all LICENSEE-owned kitchen equipment used in the Licensed Space to keep such equipment in good working order, condition, and repair.

D. LICENSEE acknowledges that all DISTRICT- owned kitchen equipment and fixtures shall remain the property of the DISTRICT upon termination or earlier expiration of the License.

E. LICENSEE shall be responsible for training its employees in the use of the LICENSEE-owned kitchen equipment and the DISTRICT-owned kitchen equipment and fixtures and shall provide for the supervised use of all DISTRICT-owned kitchen equipment and fixtures. LICENSEE shall immediately report all maintenance and repair issues of DISTRICT-owned kitchen equipment and fixtures to the DISTRICT.

5. Effective July 1, 2026, DELETE in its entirety the existing **Paragraph 14, UTILITIES**, and SUBSTITUTE therefore the following as a new **Paragraph 14, UTILITIES**:

14. **UTILITIES**: DISTRICT shall furnish to the Licensed Space and pay all service charges and related taxes for electric, gas, water, sewer, and trash for the Licensed Space. The security system/alarm must be monitored remotely and be audible at the Licensed space if triggered.

6. Effective June 9, 2026, ADD in its entirety **Paragraph 46, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "C", Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 46** shall read as follows:

46. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE**: LICENSEE has disclosed to the District using "Exhibit C" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, whether it has made any campaign contributions of more than \$500 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 LICENSEE's proposal to the District, or (2) 12 months before the date this License was approved by the Board of Supervisors. LICENSEE acknowledges that under Government Code section 84308, LICENSEE is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the District's consideration of the License.

In the event of a proposed amendment to this License, the LICENSEE will provide the District a written statement disclosing any campaign contribution(s) of more than \$500 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 LICENSEE or by a parent, subsidiary, or otherwise related business entity of LICENSEE.

7. This First 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 First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First 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 First Amendment upon request.

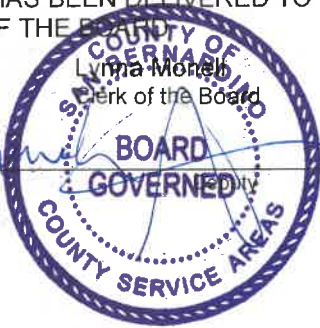
8. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of conflict between the License and this First Amendment, the provisions and terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

Board Governed County Service Area 20

► Dawn Rowe
Dawn Rowe, Chair

Dated: JUN 09 2026
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By Lynna Monahan
Lynna Monahan
Clerk of the Board


Family Service Association

(Print or type name of corporation, company, contractor, etc.)
By Cheryl Hansberger
(Authorized signature - sign in blue ink)

Name Cheryl-Marie Hansberger
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: 28/05/2026

Address 1350 S E St
San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form
► John Tubbs II
John Tubbs II, Deputy County Counsel
Date 5-19-26

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► John Gomez
John Gomez, Real Property Manager, RESD
Date 5/19/26



EXHIBIT "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.

LICENSEE must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of LICENSEE: FAMILY SERVICE ASSOCIATION
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: Cheryl-Marie Hansberger
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): N/A

Company Name	Relationship

6. Name of agent(s) of LICENSEE: N/A

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):
<u>N/A</u>		

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
<u>N/A</u>	

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 LICENSEE 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: N/A

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, LICENSEE certifies that the statements made herein are true and correct. LICENSEE 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. LICENSEE 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.