



Contract Number

23-157 A2

SAP Number

County Administrative Office

Department Contract Representative
Telephone Number

Leia Fletes

909-387-5423

Consultant
Consultant Representative
Telephone Number
Contract Term

Potomac Partners DC, LLC

Rick Alcalde

202-253-2800

February 28, 2023 – February 27,
2026

Original Contract Amount

\$720,000 plus travel expenses

Amendment Amount

\$88,825 plus travel expenses

Total Contract Amount

\$808,825 plus travel expenses

Cost Center

1125001000

Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on February 28, 2023 (Item No. 28) San Bernardino County (County) and Potomac Partners DC, LLC (Consultant) entered into Contract No. 23-157 (Contract), for the provision of federal lobbying and legislative advocacy services; and

WHEREAS, on February 25, 2025 (Item No. 16), the Board of Supervisors (Board) approved Amendment No. 1 to Contract No. 23-157 to amend the Contract to extend the term of the Contract for one year for a total contract term of February 28, 2023 through February 27, 2026, and to increase the maximum amount of payment under the Contract by an amount not to exceed \$240,000 plus travel expenses, increasing the Contract value from an amount not to exceed \$480,000 plus travel expenses to an amount not to exceed \$720,000 plus travel expenses; and

WHEREAS, the parties desire to amend the Contract to add subcontractor services specifically from Telegraph Avenue, LLC by John Sobel (Assigned Subcontractor).

NOW, THEREFORE, in consideration of the forgoing recitals, which are incorporated herein by reference, and the mutual covenants and conditions contained herein, the County and Consultant mutually agree that the Contract is amended as follows:

1. **SECTION C. GENERAL CONTRACT REQUIREMENTS, SUBSECTION C.34, SUBCONTRACTING**, is hereby deleted in its entirety and revised to read as follows:

C. 34 Subcontracting

Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.34.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

Through this Contract Amendment No. 2, Consultant agrees to utilize Assigned Subcontractor as a subcontractor providing services to the County under this Contract, and the County consents to the use of Assigned Subcontractor to provide services to County.

2. **SECTION D. TERM OF CONTRACT** is hereby deleted in its entirety and revised to read as follows:

This Contract is effective from February 28, 2023 through February 27, 2026, but may be terminated earlier in accordance with the provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

Assigned Subcontractor shall provide services from May 19, 2025 through February 27, 2026, but the Assigned Subcontractor services may be terminated earlier in accordance with provisions of this Contract, and shall not exceed the term for Consultant Contract. Consultant shall provide the County with thirty (30) days written notice of their intent to terminate the use of Assigned Subcontractor under this Contract.

3. **SECTION F. FISCAL PROVISIONS, SUBSECTION F.1** is hereby deleted in its entirety and revised to read as follows:

- F.1** The maximum amount of payment under this Contract shall not exceed \$808,825 plus travel expenses, which shall be subject to availability of funds to the County. Of this amount, Consultant shall pay Assigned Subcontractor at a rate of \$8,500 per month plus travel expenses, for the period May 19, 2025 to February 27, 2026 for federal lobbying and legislative advocacy services, and an administrative fee of 10% or \$850 of Assigned Subcontractor's

monthly rate (Administrative Fee), shall be included in the Consultant's monthly amount during the time that Assigned Subcontractor is providing services to the County.

The consideration to be paid to Consultant, as provided herein, shall be in full payment for all of Consultant's services and expenses, including those of Assigned Subcontractor, incurred in the performance of this Contract, including travel and per diem. Should Assigned Subcontractor no longer provide services to the County under his Contract, Consultant's Contract amount shall be \$20,000 per month plus travel expenses for the remainder of the Contract term.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

- 4. SECTION F. FISCAL PROVISIONS, SUBSECTION F.2** is hereby deleted in its entirety and revised to read as follows:

F.2 Payment, excluding payment for Assigned Subcontractor and the Administrative Fee, shall be billed on a monthly basis per Attachment A.

- 5.** Consultant has disclosed to County using Attachment C-2 – Levine Act - – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), which is attached hereto and incorporated by reference, 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 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 \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

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.

- 6.** This Amendment No. 2 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 No. 2. The parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 2 (whether by facsimile, PDF or other mail 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 No. 2 upon request.
- 7.** All other terms and conditions of Contract No. 23-157 shall remain in full force and effect.

IN WITNESS WHEREOF, the San Bernardino County and Consultant have each caused this Amendment No. 2 to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Potomac Partners DC, LLC

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

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature – sign in blue ink)

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

Name Rick Alcalde

(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

Title President, Potomac Partners DC

(Print or Type)

By _____
Deputy

Dated: _____
700 Pennsylvania Ave SE, STE 320
Address Washington, DC 20003

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Julie Surber, Principal Assistant County Counsel	►	►
Date _____	Date _____	Date _____



ATTACHMENT C-2

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.

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

1. Name of Consultant: Polomac Partners DC, LLC

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: Rick Alcalde

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 Consultant: D

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>Telegraph Avenue LLC</u>	<u>John Sobel</u>	<u>John Sobel</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

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: _____

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