

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
20-493 A-8

SAP Number
4400014518

Preschool Services Department

Department Contract Representative Candace Armijo
Telephone Number (909) 387-2806

Contractor Child Care Resource Center
Contractor Representative Aileen Krikorian
Telephone Number (818) 717-1000, ext. 6312
Contract Term July 1, 2020 – June 30, 2024
Original Contract Amount \$7,749,450
Amendment Amount \$ 95,663
Total Contract Amount \$7,845,113
Cost Center 5912122220

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 8

It is hereby agreed to amend Contract No. 20-493, effective July 1, 2023, as follows:

SECTION V. FISCAL PROVISIONS

Paragraph A, is amended to read as follows:

- A. The maximum amount of cost reimbursement under this Contract shall not exceed \$7,845,113, of which \$7,845,113 may be federally funded, and shall be subject to availability of 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.

| | | |
|-------------------|---------------------------|--|
| Original Contract | \$1,491,608 | July 1, 2020 through June 30, 2021 |
| | \$1,491,608 | July 1, 2021 through June 30, 2022 |
| | \$1,491,608 | July 1, 2022 through June 30, 2023 |
| | <u>\$4,474,824</u> | <u>Total for the original contract amount</u> |

| | | |
|-------------------|----------|---|
| Amendment No. 1 | \$95,812 | Increase for July 1, 2020 through June 30, 2021 |
| Standard Contract | | |

| | | |
|-----------------|---------------------------|---|
| Amendment No. 2 | \$64,070 | Increase for July 1, 2020 through June 30, 2021 |
| Amendment No. 3 | \$923,811 | Increase for July 1, 2021 through June 30, 2022 |
| Amendment No. 4 | \$114,000 | Increase for July 1, 2021 through June 30, 2022 |
| Amendment No. 5 | \$99,310 | Increase for July 1, 2022 through June 30, 2023 |
| Amendment No. 6 | \$0 | Extend contract to July 1, 2023 through June 30, 2024 |
| Amendment No. 7 | \$1,977,623 | Increase for July 1, 2023 through June 30, 2024 |
| | <u>\$7,749,450</u> | Previous Contract Amount |
| Amendment No. 8 | <u>\$95,663</u> | Increase for July 1, 2023 through June 30, 2024 |
| | <u>\$3,370,289</u> | Total Amendment Increases |
| | <u>\$7,845,113</u> | Total Contract Amount |

Section III. Contractor General Responsibilities.

Paragraph JJ is added to read:

JJ. **Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment D – Campaign Contribution Disclosure (AB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors 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 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 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.

ATTACHMENT A:

Attachment A – Program Budget FY 2022-23 dated October 31, 2022 is replaced with the attached updated Attachment A – Program Budget FY 2023-24 dated April 17, 2023.

Add Attachment D – SB 1439 Campaign Contribution Disclosure

This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.


All other terms and conditions of Contract No. 20-493 remain in full force and effect.

SAN BERNARDINO COUNTY

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

Dated: DEC 19 2023
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



Child Care Resource Center
(Print or type name of corporation, company, contractor, etc.)

By *Michael Olenick*
Michael Olenick (Oct 24, 2023 13:52 PDT)
(Authorized signature - sign in blue ink)

Name Dr. Michael Olenick
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: 10/24/2023

Address 20001 Prairie Street
Chatsworth, CA 91311

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
► *Adam Ehrlich*
Adam Ehrlich, Deputy County Counsel
Date October 27, 2023

Reviewed for Contract Compliance
DocuSigned by:
► *Patty Steven*
Patty Steven, Contract Manager
Date October 30, 2023

Reviewed/Approved by Department
DocuSigned by:
► *Jacquelyn Greene*
Jacquelyn Greene, Director
Preschool Services Department
Date October 27, 2023

Attachment A – Program Budget

Child Care Resource Center
 20001 Prairie Street
 Chatsworth, CA 91311

Operating Expense Analysis FY23-24
 4/17/2023

Contract: 20.493

| | A | B | C=A+B C | D | E | F=C+D+E F |
|--|-----------------------|---------------------|-----------------------|--------------------|---------------------|-------------------------|
| GABI | BASIC OLD | COLA 5.0% | BASIC REV | T & TA | First 5 | Proposed Budget FY23-24 |
| A Personnel | | | | | | |
| A01 Program Managers & Content Area Experts | \$104,082.30 | \$8,150.00 | \$110,212.30 | \$0.00 | \$21,248.00 | \$131,460.30 |
| A10 Program Managers & Content Area Experts | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| A11 Other - Family & Community Partn. Personne | \$41,934.16 | \$2,470.00 | \$44,404.16 | \$0.00 | \$155,815.00 | \$200,219.16 |
| A14 PDM - Managers | \$43,411.54 | \$2,557.00 | \$45,968.54 | \$0.00 | \$0.00 | \$45,968.54 |
| A16 Clerical Personnel | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| A17 PDM - Fiscal Personnel | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| A18 PDM - Other Administrative Personne | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| A19 Other - Maintenance Personne | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| A21 Other Personnel | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | \$189,428.00 | \$11,157.00 | \$200,585.00 | \$0.00 | \$177,063.00 | \$377,648.00 |
| B Fringe benefits | | | | | | |
| B01 Social Security(FICA),State disability,Unempl. | \$19,412.68 | 2,006.00 | \$21,418.68 | \$0.00 | \$18,840.00 | \$40,258.68 |
| B02 Health/Dental/Life Insurance | \$29,812.33 | - | \$29,812.33 | \$0.00 | \$28,931.00 | \$58,743.33 |
| B03 Retirement | \$18,026.06 | 1,863.00 | \$19,889.06 | \$0.00 | \$17,494.00 | \$37,383.06 |
| B04 Other Fringe | \$2,079.93 | 215.00 | \$2,294.93 | \$0.00 | \$2,019.00 | \$4,313.93 |
| Total | \$69,331.00 | \$4,084.00 | \$73,415.00 | \$0.00 | \$67,284.00 | \$140,699.00 |
| C Travel | | | | | | |
| C01 Start Out-of-Town Travel | \$7,000.00 | \$0.00 | \$7,000.00 | \$5,500.00 | \$0.00 | \$12,500.00 |
| Total | \$7,000.00 | \$0.00 | \$7,000.00 | \$5,500.00 | \$0.00 | \$12,500.00 |
| D Equipment | | | | | | |
| D02 Classroom/Outdoor/Home-based/FCC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| D03 Vehicle Purchase | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| D04 Other Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| E Supplies | | | | | | |
| E01 Office Supplies | \$4,050.00 | \$0.00 | \$4,050.00 | \$0.00 | \$0.00 | \$4,050.00 |
| E02 Child and Family Services Supply | \$0.00 | \$0.00 | \$0.00 | \$1,000.00 | \$0.00 | \$1,000.00 |
| E04 Other Supplies | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | \$4,050.00 | \$0.00 | \$4,050.00 | \$1,000.00 | \$0.00 | \$5,050.00 |
| F Contractual | | | | | | |
| F08 Other Contracts | \$1,214,201.00 | \$71,725.00 | \$1,285,926.00 | \$15,500.00 | \$0.00 | \$1,301,426.00 |
| Total | \$1,214,201.00 | \$71,725.00 | \$1,285,926.00 | \$15,500.00 | \$0.00 | \$1,301,426.00 |
| H Other | | | | | | |
| H02 Rent | \$46,685.00 | | \$46,685.00 | \$0.00 | \$0.00 | \$46,685.00 |
| H04 Utilities, Telephone | \$10,723.00 | | \$10,723.00 | \$0.00 | \$0.00 | \$10,723.00 |
| H05 Building Maintenance/Repair & Other Occupancy | \$2,000.00 | | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 |
| H06 Building & Child Liability Insurance | \$2,000.00 | | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 |
| H07 Incidental Alterations/Renovations | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| H08 Local Travel | \$5,900.00 | | \$5,900.00 | \$100.00 | \$0.00 | \$6,000.00 |
| H13 Parent Services | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| H15 Accounting and Legal Services | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| H15 Publications/Ads/Printing | \$200.00 | | \$200.00 | \$0.00 | \$0.00 | \$200.00 |
| H16 Training or Staff Development | \$1,341.00 | | \$1,341.00 | \$2,900.00 | \$0.00 | \$4,241.00 |
| H17 Other | \$4,383.00 | | \$4,383.00 | \$0.00 | \$0.00 | \$4,383.00 |
| Total | \$73,232.00 | \$0.00 | \$73,232.00 | \$3,000.00 | \$0.00 | \$76,232.00 |
| Indirect Cost | | | | | | |
| 10% De Minimis | \$151,034.00 | \$8,697.00 | \$159,731.00 | \$0.00 | \$0.00 | \$159,731.00 |
| Total | \$151,034.00 | \$8,697.00 | \$159,731.00 | \$0.00 | \$0.00 | \$159,731.00 |
| Subtotal | \$1,708,270.00 | \$85,654.00 | \$1,893,924.00 | \$25,000.00 | \$24,347.00 | \$2,075,286.00 |
| Non-Federal Share (NFS) | | | | | | |
| NFS - First 5 Pass Thru 7/1/23 - 6/30/24 | \$244,347.00 | | \$244,347.00 | \$0.00 | \$0.00 | \$244,347.00 |
| Subtotal - NFS - First 5 Pass Thru | \$244,347.00 | | \$244,347.00 | \$0.00 | \$0.00 | \$244,347.00 |
| NFS - Other | \$188,972.00 | \$23,916.00 | \$212,888.00 | \$0.00 | \$0.00 | \$212,888.00 |
| Total NFS | \$433,319.00 | \$23,916.00 | \$457,235.00 | \$0.00 | \$0.00 | \$457,235.00 |
| TOTAL with NFS | \$2,141,589.00 | \$119,570.00 | \$2,261,174.00 | \$25,000.00 | \$244,347.00 | \$2,530,521.00 |



ATTACHMENT D

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting 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 County's 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, 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-subsidiary 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: Child Care Resouce Center

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: n/a

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):

| Company Name | Relationship |
|--------------|--------------|
| n/a | |
| | |

6. Name of agent of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months) |
|--------------|----------|--|
| n/a | | |
| | | |

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): |
|--------------|-------------------|----------------------------|
| n/a | | |
| | | |

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 |
|--------------|--------------------|
| | |

| | |
|-----|--|
| n/a | |
| | |

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, 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: n/a

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members 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 \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.