



Contract Number

25-395 A3

SAP Number

4400026513

Innovation and Department

Department Contract Representative	Christine Onyango
Telephone Number	909-388-5943
Contractor	Lasting Impact Solutions, LLC
Contractor Representative	Heather Frederick
Telephone Number	414-301-1842
Contract Term	September 3, 2024 – March 31, 2028
Original Contract Amount	\$479,920
Amendment Amount	\$491,260
Total Contract Amount	\$971,180
Cost Center	1167201042
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

This Amendment No. 3 (Amendment) dated August 4, 2026, is made by and between Lasting Impact Solutions LLC (Consultant), and San Bernardino County (County) and modifies the terms to agreement executed between the parties as of September 6, 2024 (Contract).

1. Delete Attachment A and replace with Attachment A, as attached hereto and incorporated herein.
2. **D. TERM OF CONTRACT** This Contract, as amended by this Amendment, is effective as of September 3, 2024, and expires March 31, 2028, but may be terminated earlier in accordance with provisions of this Contract. All Executed Work Orders executed during the term of this Contract will be governed by the terms of this Contract regardless of expiration date of the Executed Work Order.
3. **F. FISCAL PROVISIONS, F.1** The maximum amount of payment under this Contract, as amended by this Amendment, shall not exceed Nine Hundred Seventy-One Thousand, One Hundred and Eighty Dollars (\$971,180), of which \$0 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

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. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**
Contractor has disclosed to the County using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), 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.

All other terms and conditions of Contract No. 25-395 remain in full force and effect.

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

IN WITNESS WHEREOF, the 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, 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

Lasting Impact Solutions LLC

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

By ► _____
(Authorized signature - sign in blue ink)

Name Heather Frederick
(Print or type name of person signing contract)

Title Lead Change Manager (HCM Project)
(Print or Type)

Dated: _____

Address 601 Willow Lane
South Milwaukee, WI 531172

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Bonnie Uphold
Supervising Deputy, County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

ATTACHMENT A

STATEMENT OF WORK

Work Order Term: 9/03/2024 - 3/31/2028

Project Title: Lead Change Manager (HCM Project)

Personnel's Name: Heather Frederick

Project Description:

Responsible for overseeing and driving organizational change management for implementing IT. Projects, ensuring smooth transitions, and successful execution of a major HCM replacement. Will be responsible for change strategy development, stake-holder engagement, communication planning, risk management, performance tracking, and continuous improvement throughout the program.

County Manager: Marc-Damon O'Neal

Worksite Address: 851 E. Cooley Drive Colton, CA 92324

Billing Address: 851 E. Cooley Drive Colton, CA 92415-0916

Pursuant to Agreement # 25-395 (SAP #4400015513) by and between the County, and Lasting Impact Solutions, LLC

for Professional/Technical services, Consultant hereby agrees to provide the following services:

- I. The Consultant agrees to provide Professional/Technical services through personnel on a time and materials basis at the specified hourly rate in the following classification:

Classification: Lead Change Manager (HCM Project) @ \$140.00 /hr for 6,937 hours = \$ 971,180

☐ Professional ☐ Technical ☒ Professional AND Technical services to be performed by the above classification:

- II. County will pay Contractor for all services to be rendered under the provisions of this Work Order in an amount not to exceed \$ 448,000.00. Contractor shall invoice only for hours worked, in accordance with the terms and condition of the Master Agreement and shall be responsible for limiting the number of hours worked by its employees pursuant to this Work Order. Work orders issued prior to, but not completed, by the expiration of agreement # 25-395 shall be completed with all provisions of the Contract still in force, regardless of the expiration of the Contract term.



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: Heather J Frederick
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 ☒X
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: _____Heather J Frederick/ Principal_____
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):

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

Company Name	Relationship
Lasting Impact Solutions, LLC	Owner

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Lasting Impact Solutions, LLC	Heather J Frederick	

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):

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, 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.