



Contract Number
21-500 A-1

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	San Francisco Sheriff's Department, Five Keys Charter School
Contractor Representative	Amy Cullen
Telephone Number	(415) 622-6237
Contract Term	07/01/2021 – 06/30/2026
Original Contract Amount	Mutual Aid
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	4420005167

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1

Agreement No. 21-500 with San Francisco Sheriff's Department, Five Keys Charter School, to provide inmate education programs for the Sheriff/Coroner/Public Administrator's detention facilities is hereby amended, effective June 11, 2024, as follows:

- (1) To replace subsection A.3 in Section A - DEFINITIONS with the following:
 - A.3 Community Service and Reentry Division's Inmate Services Unit** – The collective academic, vocational, substance abuse, behavioral, and life skills programs provided to inmates by the County.
- (2) To add subsection E.38, E.39, and E.40 to Section E – GENERAL CONTRACT REQUIREMENTS as follows:
 - E.38 California Consumer Privacy Act**
To the extent applicable, if CONTRACTOR is a business that collects the personal information of a consumer(s) in performing services pursuant to the Contract, CONTRACTOR must comply with

the provisions of the California Consumer Privacy Act (CCPA) (Civ. Code, § 1798.100 et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. CONTRACTOR must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County including, but not limited to, providing a list of disclosures, or deleting personal information. CONTRACTOR must not sell, market, or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of the Contract. CONTRACTOR must immediately provide to the County any notice provided by a consumer to CONTRACTOR pursuant to Civil Code section 1798.150, subdivision (b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to the Contract. CONTRACTOR must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155, subdivision (b).

E.39 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that CONTRACTOR is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Contract. CONTRACTOR shall be provided advance written notice of such termination, allowing CONTRACTOR at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

E.40 Campaign Contribution Disclosure (SB 1439)

CONTRACTOR has disclosed to the County, using Attachment A, whether it has made any campaign contributions of more than \$250 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 the Contract was approved by the Purchasing Department. 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 or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to the 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 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 CONTRACTOR or by a parent, subsidiary, or otherwise related business entity of CONTRACTOR.

(3) To replace Section F – TERM OF CONTRACT with the following:

F. TERM OF CONTRACT

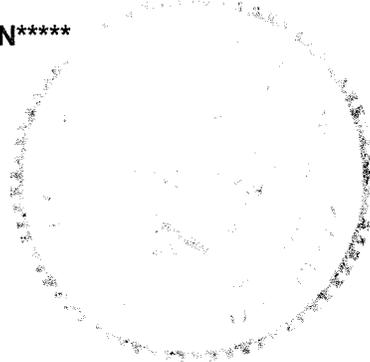
This Contract is effective as of July 1, 2021, through June 30, 2026, but may be terminated earlier in accordance with provisions of this Contract.

The County and CONTRACTOR each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to CONTRACTOR for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise. CONTRACTOR shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

(4) To replace subsection L.1 in Section L – ENTIRE AGREEMENT, with the following:

L.1 This Contract and, if applicable, any subsequent amendments, 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 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 Contract upon request.

*****END OF SECTION*****



IN WITNESS WHEREOF, the San Bernardino County and the CONTRACTOR have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

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

Dated: JUN 11 2024
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *[Signature]*
 Lynna Monell
 Clerk of the Board of Supervisors
 of the San Bernardino County
 Deputy



Five Keys Charter School

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

By *[Signature]*
Steve Good May 17, 2024 11:32 PDT
 (Authorized signature - sign in blue ink)

Name Steve Good
 (Print or type name of person signing contract)

Title President/CEO
 (Print or Type)

Dated: 17/05/24

Address 70 Oak Grove Street
San Francisco, CA 94107

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► *Grace B. Parsons*
 Grace B. Parsons, Deputy County Counsel
 Date 06/03/2024

Reviewed for Contract Compliance
 ► _____
 Date _____

Reviewed/Approved by Department
 ► *Kelly Welty*
 Kelly Welty, Chief Deputy Director of Sheriff's Administration
 Date 6/3/24



ATTACHMENT A Campaign Contribution Disclosure

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 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-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: Five Keys Charter School
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: Steve Good
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	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent(s) Retained <i>*if less than 12 months prior</i>
Five Keys	Steve Good	2/4/2008

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	N/A	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)'s Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, 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?

- Yes *If yes, please continue to complete this form*
No *If no, please skip Question No. 10*

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

Name(s) of Contributor	Date(s) of Contribution	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 \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.