

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



Contract Number

16-240-A3

SAP Number

4400005041

County Administrative Office

Department Contract Representative	Craig Congdon
Telephone Number	909-387-4603
Contractor	Inland Fair Housing and Mediation Board
Contractor Representative	Carmen I. Garcia
Telephone Number	909-984-2254
Contract Term	7/1/2016 – 6/30/2021
Original Contract Amount	\$1,080,000
Amendment Amount	Amendment No. 1: \$396,000; Amendment No. 2: \$396,000; Amendment No. 3: (\$65,750)
Total Contract Amount	\$1,806,250
Cost Center	1101102724

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on May 24, 2016 (Item No. 75) the County of San Bernardino (County) entered into Contract No. 16-240 with Inland Fair Housing and Mediation Board (Contractor) to provide alternate dispute resolution services for cases filed in the Superior Court of California, County of San Bernardino;

WHEREAS, Contract No. 16-240 was effective July 1, 2016, for an initial three-year period with an option to extend the term for two additional one-year periods;

WHEREAS, on June 11, 2019 (Item No. 30), the County approved Amendment No. 1 to Contract 16-240, exercising the first of two available one-year extension options, extending the contract services through June 30, 2020;

WHEREAS, on June 2, 2020 (Item No. 15), the County approved Amendment No. 2 to Contract 16-240, exercising the second of the two available one-year extension options, extending contract services through June 30, 2021;

NOW THEREFORE, the County and Contractor mutually agree to amend Contract No. 16-240 as set forth below:

1. Section E (Fiscal Provisions), Item E.1 is deleted and replaced in its entirety to read as follows:

E.1 Funding for this Contract is contingent upon receipt of fund transfers from the State derived from the DRPA civil filing fee (currently \$8 per filing). If that funding is reduced or eliminated, the scope or term of services under this Contract may be reduced or eliminated with thirty (30) calendar days' written notice by County to Contractor. The Purchasing Agent, upon mutual agreement and if in the best interest of the County, may reduce compensation paid under the original contract amount by up to 5% of the monthly payment amount (\$30,000 for the initial three-year contract period of July 1, 2016 to June 30, 2019; \$33,000 for the period of July 1, 2019 to May 31, 2020; \$19,250 for June 1, 2020 to June 30, 2020; \$22,000 for July 1, 2020 to August 31, 2020; and \$30,000 for September 1, 2020 to June 30, 2021), with thirty days' notice to the Contractor, with a corresponding decrease in the Contractor's services, if there is reason to believe the revenue average from DRPA civil filing fees may not return to a level of sustainability.

2. Section E (Fiscal Provisions), Item E.2 is deleted and replaced in its entirety to read as follows:

E.2 The maximum amount of payment under this Contract shall not exceed \$360,000 per year, or \$1,080,000 for the initial three-year contract period of July 1, 2016 to June 30, 2019. For the extended period of July 1, 2019 to June 30, 2020, the maximum amount of payment under this Contract shall not exceed \$382,250, payment shall be made to Contractor in monthly payments of \$33,000 for July 1, 2019 to May 31, 2020, and \$19,250 for June 1, 2020 to June 30, 2020. For the extended period of July 1, 2020 to June 30, 2021, the maximum amount of payment under this Contract shall not exceed \$344,000 per year, payment shall be made to Contractor in monthly payments of \$22,000 for July 1, 2020 to August 31, 2020, and \$30,000 for September 1, 2020 to June 30, 2021. 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.

3. Attachment A-2 (Sample Schedule & Calendar) is deleted and replaced in its entirety by Attachment A-3 to this Amendment No. 3.

The parties agree this Amendment No. 3 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 3 (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 No. 3 upon request.

All other terms and conditions of the Contract shall remain in full force and effect.

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

COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Dated: APR 06 2021

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
of the County of San Bernardino
Deputy



Inland Fair Housing and Mediation Board

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

By ▶ *Carmen I. Garcia*
(Authorized signature - sign in blue ink)

Name Carmen I. Garcia
(Print or type name of person signing contract)

Title President and C.E.O.
(Print or Type)

Dated: 3/26/2021

Address 1500 South Haven Avenue, Suite 100

Ontario CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ *Julie Surber*
Julie Surber,
Principal Assistant County Counsel

Date 3/29/2021

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ *Matthew Erickson*
Matthew Erickson, County Chief Financial Officer

Date 3/30/21

**ATTACHMENT A-3
SAMPLE SCHEDULE AND CALENDAR**

Court Location	Case Types	Calendar Days Each Week	Number of Cases Per Month	Service Provider (Retired Judge, Attorney, Paralegal,
Barstow	Small Claims/ UDs	1	50	Paralegals/MLS/MDR °
Fontana	Small Claims/ UDs	5	125	Paralegals/MLS/MDR
Joshua Tree	Small Claims/ UDs	1	22	Paralegals/MLS/MDR
Joshua Tree	Family	1	10	Attorney/Retired Judge
San Bernardino Justice Center	Civil	2	48	Attorney/Retired Judge
San Bernardino Justice Center	Probate General Civil	1	24	Attorney/Retired Judge
San Bernardino Historic	Family	1	24	Attorney/Retired Judge
Victorville	Family	1	12	Attorney/Retired Judge

Court Location	Case Types	Days	Assigned Mediators	Time
San Bernardino Justice Center	Probate	Wednesday	1	8:30 AM
	General Civil	Thursday	1	8:30 AM *
			1	1:30 PM *
	General Civil	Friday	1	8:30 AM *
			1	1:30 PM *
San Bernardino Historic Courthouse	Family Law	Tuesday	1	8:30 AM *
			1	1:30 PM *
Victorville Courthouse	Family Law	Every 2 nd & 4 th Friday	1	8:30 AM *
			1	1:30 PM *
Fontana Courthouse	Small Claims/UD	Monday	1	8:30 AM
			1	1:30 PM
	Small Claims/UD	Tuesday	1	8:30 AM
			1	1:30 PM
	Small Claims/UD	Wednesday	1	8:30 AM - 12:00 PM
			1	1:30 PM
	Small Claims/UD	Thursday	1	8:30 AM
			1	1:30 PM
	Small Claims/UD	Friday	1	8:30 AM
			1	1:30 PM
Barstow	Small Claims/UD	Monday	1	8:30 AM
	Small Claims/UD	Thursday	1	8:30 AM
	Small Claims/UD	Friday	1	8:30 AM
Joshua Tree	Small Claims/UD	Monday	1	8:30 AM
	Family Law	Every 2 nd & 4 th Thursday	1	8:30 AM *

° Master of Legal Studies (MLS) and Master of Dispute Resolution (MDR) Graduates

* Case load limited to 6 cases per day/1 mediator in Civil, Probate, and Family Law