



Contract Number

16-240-A2

SAP Number

County Administrative Office

Department Contract Representative	Craig Congdon
Telephone Number	387-4603
Contractor	Inland Fair Housing and Mediation Board
Contractor Representative	C. Ilene Garcia
Telephone Number	909-984-2254
Contract Term	7/1/2016 – 6/30/2021
Original Contract Amount	\$1,080,000
Amendment Amount	\$396,000
Total Contract Amount	\$1,872,000
Cost Center	1101102724

Contract No. 16-240 Amendment No. 2

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 the option to extend the term for two additional one-year periods;

WHEREAS, on June 11, 2019 (Item No. 24), the County approved Amendment No. 1 to Contract No. 16-240, exercising the first of two available extension options, extending the contract services through June 30, 2020;

WHEREAS, there is a continuing need for the Contractor's services, and the County desires to exercise the second of the two available extension options, extending the 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 B (Contractor Responsibilities), Item B.4 is deleted and replaced in its entirety to read as follows:

B.4 Contractor shall provide dispute resolution services in the areas specified above for a weekly average of 13 Superior Court mediation service days, and a monthly average of 315 cases a month for an annual total of about 3,780 cases, as outlined in Attachment A-2 – Sample Schedule and Calendar.

The monthly average and annual total are goals for the contract services. If the Contractor will be unable to fulfill the anticipated monthly average of cases during a contract month or period for any reason, including the COVID-19 pandemic, the Contractor will coordinate with the County and Superior Court to develop a work plan to reach the anticipated annual total of cases. The work plan will include all available options including virtual mediations through the use of online meeting software and additional Superior Court mediation services days in compliance with public health orders.

2. Section B (Contractor Responsibilities), Item B.5 is deleted and replaced in its entirety to read as follows:

B.5 Dispute resolution services shall be provided at the District Court locations and at a frequency as outlined in Attachment A-2 - Sample Schedule and Calendar. Changes to the schedule or calendar may be made upon mutual consent of Contractor and the County or its designee. Contractor shall send a proposed mediation calendar designating dates of service and assigned panel neutrals to the Supervising Judge and Clerk of each District Court where services are to be provided, and to the Superior Court's ADR Program Administrator, at least 20 days prior to the first service date on said calendar. Any objections by the District Court or the ADR Program Administrator to a proposed mediation calendar or proposed assigned panel neutral shall be made in writing to the Contractor. The Contractor will reply within a reasonable time frame to any mediation calendar or panel neutral changes requested by the District Court or ADR Program Administrator.

3. 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 extended period of July 1, 2019 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.

4. 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. The maximum amount of payment under this Contract shall not exceed \$396,000 per year for the extended period of July 1, 2019 to June 30, 2021. For the period of July 1, 2016 to June 30, 2019, payment shall be made to Contractor in equal monthly payments of \$30,000. For the extended period of July 1, 2019 to June 30, 2021, payment shall be made to Contractor in equal monthly payments of \$33,000. 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.

5. Section J (Term of Contract) is deleted and replaced in its entirety to read as follows:

This Contract is effective as of July 1, 2016 and expires June 30, 2021 but may be terminated earlier in accordance with provisions of this Contract.

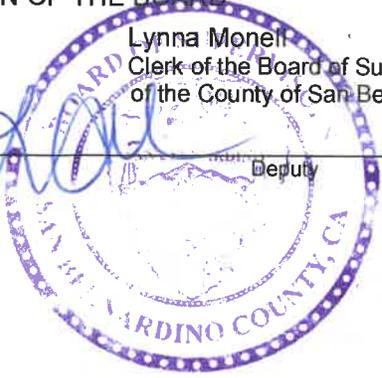
The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered 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, graphics, computer programs and reports.

COUNTY OF SAN BERNARDINO

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

Dated: JUN 02 2020
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 ▶ *C. 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: 5/17/2020

Address 1500 South Haven Avenue Suite 100
Ontario CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *Julie J. Surber*
Julie J. Surber,
Principal Assistant County Counsel
Date 5/20/2020

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ *Kelly Welty*
Kelly Welty, Deputy Executive Officer
Matthew Erickson, CFO
Date _____