



Contract Number

SAP Number

County Administrative Office

Department Contract Representative	Celia McDonald
Telephone Number	909-387-4286
Contractor	Inland Mediation Board dba Inland Fair Housing Mediation Board
Contractor Representative	Carmen I. Garcia
Telephone Number	909-984-2254
Contract Term	7/1/26-6/30/31
Original Contract Amount	\$2,600,000
Amendment Amount	
Total Contract Amount	\$2,600,000
Cost Center	1101002724
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Dispute Resolution Programs Act of 1986 (DRPA), as set forth in the Business and Professions Code sections 465 et seq. and implementing regulations at Title 16 of the California Code of Regulations (“Title 16 CCR”), Division 36 (commencing with Section 3600 et seq.), provides for the following: the establishment and funding, at San Bernardino County’s (County) option, of local dispute resolution programs; the establishment and use of local dispute resolution services as an alternative to formal court proceedings; and authorization for participating counties to increase civil court filing fees up to eight dollars for the purpose of funding the local dispute resolution programs;

WHEREAS, the County has established a Dispute Resolution program pursuant to DRPA which is funded by fees for the filing of first papers in Superior Court of California County of San Bernardino (Superior Court) actions;

WHEREAS, the County conducted a competitive process to find Inland Mediation Board dba Inland Fair Housing Mediation Board (Contractor) to provide these services;

WHEREAS, the County finds Contractor qualified to provide Alternate Dispute Resolution services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1** ADR Program Administrator: Individual designated by the Superior Court per California Rule of Court 10.783 and responsible for: developing informational material concerning the Superior Court's ADR programs; educating attorneys and litigants about the Superior Court's ADR programs; supervising the development and maintenance of any panels of ADR neutrals maintained by the Superior Court; and gathering statistical and other evaluative information concerning the Superior Court's ADR programs.
- A.2** Arbitration: A voluntary adjudicative process in which a Neutral person conducts a hearing, receives spoken and/or written evidence from the Disputants and their witnesses, and renders a decision that may be binding or nonbinding depending on the consent of the Disputants.
- A.3** California Department of Consumer Affairs: State agency with oversight over Alternate Dispute Resolution Programs and eligibility requirements to participate in programs funded under the Dispute Resolution Programs Act.
- A.4** Conciliation: a process of independent communication between the Disputants and a Neutral person.
- A.5** Disputants(s): A party, whether an individual or an entity, to a formal court action pending in the Superior Court.
- A.6** Dispute Resolution: Refers to a variety of dispute resolution techniques that are designed to assist parties in resolving disputes without the necessity of formal judicial proceedings. These include, but are not limited to, Conciliation, Mediation, and Arbitration.
- A.7** Dispute Resolution Programs Act (DRPA): California Business and Professions Code sections 465 et seq. and Title 16 California Code of Regulations sections 3600 et seq. Dispute Resolutions Programs Act – Regulations and Statutes, includes the applicable provisions of DRPA for reference.
- A.8** In-Kind Donations: Certain donations to the Contractor from others that may be credited as revenue for purposes of demonstrating the minimum matching revenue required under Business and Professions Code Section 470.2. For a complete explanation of In-Kind Donations, including limitations on timing and purpose, record-keeping required, and valuation of donations to the organization, see Title 16 CCR section 3640.
- A.9** Matching Revenue: Refers to the requirement of Business and Professions Code Section 470.2 that a County's share of the funding pursuant to the DRPA shall not exceed 50 percent of the approved estimated cost of the program. Compliance with this requirement is documented on Attachment C - Projected Revenues and Other Income.
- A.10** Mediation: A process in which a Neutral person(s) facilitates communication between the Disputants to assist them in reaching reconciliation, settlement, or other understanding.
- A.11** Neutral: Person trained in conflict resolution techniques as outlined in Title 16 CCR section 3622.
- A.12** Personnel Services: Refers to a specific type of "In-Kind Donation" in the form of service from volunteers, including mediators and other Dispute Resolution professionals. Pursuant to Title 16 CCR section 3640, the volunteer's time must be clearly documented by time sheets signed by the volunteer and verified by the Program Administrator. All volunteer services shall be valued at no more than \$25.00 per hour.
- A.13** Program Administrator: Individual designated by Contractor per Title 16 CCR section 3648 and responsible for overall program management.

- A.14 Purchasing Agent: The Director of the Purchasing Department of San Bernardino County.
- A.15 Settlement Rate: The number of cases/disputes mediated measured against the number of cases/dispute resolved on the day. (# resolved cases divided by # mediated).
- A.16 Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under separate contract with or on behalf of Contractor.

B. CONTRACTOR RESPONSIBILITIES

- B.1 The Contractor shall provide in-person Dispute Resolution services to the County for the benefit of the Superior Court. The provision of Dispute Resolution services by Contractor shall comply with all requirements of DRPA (including but limited to Business and Professions Code Section 465 et seq. and Title 16 CCR section 3600 et seq.), the terms and requirements of which are incorporated fully herein. Dispute Resolution services shall be performed by Neutral persons adequately trained in conflict resolution techniques as outlined in Title 16 CCR section 3622, and pursuant to the terms of the Contract. Dispute Resolution services are intended to economically and expediently assist disputants in the resolution of a variety of actions filed with the Superior Court.
- B.2 At all times during the course of the Contract, the Contractor shall maintain eligibility to perform Dispute Resolution services in accordance with the provisions of the DRPA. Failure to maintain eligibility may result in immediate termination of the Contract and non-payment for services rendered during any period of non-compliance with the DRPA rules and regulations.
- B.3 Dispute Resolution services include arbitration, mediation, including mediated settlement conferences, conciliation, negotiation and neutral fact finding.
- B.4 All Dispute Resolution services shall be provided virtual, in-person and on-site at Superior Court locations at a frequency to be determined by the Superior Court, within the limits of the Contract terms and conditions. See Attachment D for Sample Schedule.
- B.5 Dispute Resolution services shall be provided at Superior Court District Court (District Court) locations and at a frequency as outlined in Attachment A – Cost to County and Contractor proposed Schedule. Changes to the Mediation schedule or calendar may be made upon mutual consent of the Contractor, Superior Court, and the County, or its designee. The Contractor shall send a proposed Mediation calendar, designating dates of services and assigned panel of Neutrals to the Supervising Judge and Manager of each District Court where services are to be provided, to the Superior Court’s ADR Program Administrator, and to the County office administering the contract services, at least thirty (30) days prior to the first service date on said calendar. Any objections to a proposed Mediation calendar or proposed assigned panel Neutral by the District Court or the ADR Program Administrator shall be made in writing to the Contractor, with a copy to the County. The Contractor shall reply within five (5) working days to any Mediation calendar or panel Neutral changes requested by the District Court or ADR Program Administrator.
- B.6 The hours during which Dispute Resolution services shall be provided shall be coordinated with the Superior Court calendar for each District Court. The County, Superior Court and Contractor shall work together to assure that adequate Neutral staffing is provided to address cases on the District Court’s calendar for each service day. District Court calendar needs will be addressed with the Contractor in advance to assure that the proposed mediation calendars or District Court needs are not so burdensome that the Neutrals cannot effectively perform their duties.
- B.7 Services by Neutral Persons

- B.7.1** Contractor shall ensure that its Dispute Resolution services are provided by Neutral persons in compliance with Title 16 CCR section 3620.
- B.7.2** An individual shall not function as the Neutral person if he or she has any personal bias regarding any particular Disputant or the subject matter of the dispute.
- B.7.3** An individual shall not function as the Neutral person if he or she has a financial interest in the subject matter of the dispute, or a financial relationship with any party to the Dispute Resolution proceeding. The existence of such interests or relationships shall be deemed a conflict of interest.
- B.7.4** If, before or during the provision of Dispute Resolution services, a Neutral person has or acquires an actual or apparent conflict of interest, the Neutral person shall inform all the Disputants and shall disqualify himself or herself as the Neutral person unless all the Disputants consent in writing to continue. The Contractor shall replace a disqualified Neutral person at no additional cost to any Disputant.
- B.7.5** The Contractor shall provide, on an ongoing basis, a certificate of compliance with training/experience requirements for each Neutral utilized in the program. The Contractor shall provide additional assurances regarding the competence and qualifications of Neutrals providing services under the program, if necessary.
- B.7.6** The Superior Court, County, or its designee, may determine that a Neutral person is not qualified to perform services under the Contract. In such an instance, the Contractor shall provide additional training and support to the unqualified Neutral to improve the Neutral's performance. If the performance continues as unsatisfactory, that particular Neutral shall not be allowed to perform services under the contract.

B.8 Orientation and Training of Neutral Persons

- B.8.1** Each Contractor shall require that all persons who provide dispute resolution services on its behalf complete a training program of at least 25 hours. This training must include a minimum of 10 classroom training hours and 10 practical training hours as set forth in Title 16 CCR section 3622. The training must be completed prior to the provision of Dispute Resolution services by that person.
- B.8.2** Contractors shall provide written verification of the dates and times at which training was attended and completed to all trainees who satisfactorily complete the required orientation and training program.
- B.8.3** Any Neutral person who has received training that complies substantially with the DRPA, or who has previously completed, at least 25 hours of Dispute Resolution experience shall be deemed to have met the orientation and training requirements mandated by the DRPA. Such prior training or experience shall be verified by the Contractor through the program or organization through which it was rendered.

B.9 Informational Materials and Educational Services

Contractor shall develop literature to promote the availability of Dispute Resolutions services available to Disputants. Contractor shall distribute information regarding the availability of Dispute Resolution services and the program's objectives to all program participants prior to any Dispute Resolution session. Additionally, Contractor shall distribute information regarding the availability of Dispute Resolution services to referral agencies, the Superior Court, and justice system agencies and shall post the information on Contractor's website, and ensure subcontractors provide respective linkages. Contractor shall maintain regular visits to local agencies, including law enforcement agencies, to provide program literature. Materials shall be available at least in both English and Spanish.

Contractor shall provide educational services to the public, providing information on what Dispute Resolution services offer, and the rights and responsibilities of parties involved in the process. Contractor shall document compliance with the requirements of this section in its yearly statistical report required in Section B.15 of this Contract.

B.10 Agreements by Disputants

The use of any written agreement form pursuant to Title 16 CCR section 3626 must be approved in advance, prior to its use, by the County, or its designee.

B.11 Fees for Service

B.11.1 Under the DRPA, Contractor is not required to charge fees to Disputants for Dispute Resolution services. However, if Contractor charges fees for its Dispute Resolution services, such fees must be assessed on a sliding scale basis, according to income and financial need. The Contractor shall fully explain to all Disputants, in advance of the services being rendered, the basis for and the amount of any fees and other costs that may be charged.

B.11.2 Contractor may not assess any fees upon Disputants who are indigent. "Indigent" includes persons whose income and resources meet the financial qualifications for federal Supplemental Security Income benefits.

B.11.3 Contractor is prohibited from charging the following fees:

- a. contingent fees;
- b. fees calculated on the basis of the amount in controversy; or
- c. fees based on the failure or success of the Disputants to agree to resolution terms previously designated by one or more of the Disputants.

B.11.4 Contractor shall submit any revision to the sliding fee scale information given to Disputants to the County pursuant to Business and Professions Code section 467.2(c).

B.12 Follow-up Surveys

B.12.1 Yearly or on a more frequent basis, Contractor shall conduct follow-up surveys of Disputants who have used their services pursuant to Title 16 CCR section 3635.

B.12.2 The survey results shall be submitted as part of the yearly statistical report to the Board of Supervisors (Board), or designee, in compliance with Business and Professions Code section 471.5. The completed Disputant survey forms shall be made available to the Board, or designee, upon request. Failure to comply with the reporting requirements on a timely basis may result in Contractor's ineligibility for contract extensions or future contracts.

B.13 In-Kind Donations

Contractors may be required to report or credit in-kind donations, including services of volunteers and materials and/or property, as revenue or expenditures pursuant to Title 16 CCR section 3640. In-Kind Donations must be clearly documented with descriptions of the services or materials donated, the dates received, and the names and addresses of the donors. Volunteer personnel services shall be documented by time sheets signed by the volunteer and verified by Contractor and are to be valued at no more than \$25 per hour.

B.14 Pursuant to Business and Professions Code section 470.2, the County's share of the funding shall not exceed 50 percent of the approved estimated cost of the program. The Contractor shall seek other revenue and sources of income such as grants and In-Kind Donations to augment the County DRPA funding as a base, and coordinate or consolidate funds that may be awarded under

this Contract with other local, state, or federal funds available for the activities described in Business and Professions Code Sections 467.2, 467.3, and 467.4, to increase the Dispute Resolution services provided under the Contract. The Contractor will report on these efforts and outcomes quarterly.

B.15 Monthly and Annual Statistical Reports

Pursuant to Business and Professions Code section 471.5, to assist the County in evaluating the impact and effectiveness of Dispute Resolution services, Contractor is required to submit a monthly statistical data report regarding the number of cases, by dispute type, referred to it under the Contract; the number of persons served; the number of persons opting not to utilize the service; the number of disputes resolved; the number of persons utilizing the process more than once; the duration and estimated cost of the Mediations, settlement conferences or other services conducted. These monthly reports will be provided on a form approved by the County, along with a definition of the terms used and instructions regarding how the statistics will be reported. A yearly summary of these statistics will be submitted within ninety (90) days of the close of each Contract year. Failure to comply with the reporting requirements on a timely basis may result in Contractor's ineligibility for Contract extensions or future contracts.

B.16 Monthly Expenditure Reporting and Yearly Fiscal Reports

B.16.1 On a monthly basis, and within twenty (20) days of close of each Contract month, Contractor shall submit a monthly billing statement, following the format provided by the County, for the just-closed month. Contractor shall also submit a summary of expenditures during the just-closed month for direct Dispute Resolution services paid with Contract funds, such as payments to Neutrals, and a summary of expenditures by category per Attachment B – Operating Budget Form, paid with Contract funds during the just-closed month. Upon request, Contractor shall provide supporting documentation regarding any expense category listed in the above-referenced summaries within ten (10) days of request. Failure to provide documentation in a timely manner may result in the Contractor being required to pay the County the value of misreported items and may result in Contractor's ineligibility for contract extensions or future contracts.

B.16.2 In compliance with Title 16 CCR section 3642, Contractor shall submit a yearly report, prepared by an independent accountant, that describes and assesses Contractor's fiscal status and practices. The report shall be delivered to the Board, or designee, and to the Department of Consumer Affairs, no later than ninety (90) days from the close of each Contract year. Supporting receipts/invoices may be requested by the County, or designee. Failure to comply with the reporting requirements on a timely basis may result in Contractor's ineligibility for contract extensions or future contracts.

B.16.3 Contractor shall submit a yearly report with a final reconciliation of actual revenues and expenses compared to the estimated budget for the Contract period. The report shall be delivered to the Board, or designee, and to the Department of Consumer Affairs, no later than ninety (90) days from the close of each Contract year. Failure to comply with the reporting requirements on a timely basis may result in Contractor's ineligibility for Contract extensions or future contracts.

B.16.4 Contractor shall secure all financial and statistical information in a proprietary network system that is password protected by individual, program assigned, and level of access. Systems are to be monitored daily, and backup systems are to be kept offsite in a virtual storage site. The Contractor shall be solely responsible for the maintaining of security for the financial and statistical information.

B.17 Contractor shall submit to the County copies of its Conflict-of-Interest policy.

C. SUPERIOR COURT REQUIREMENTS

- C.1** The Superior Court may choose locations and case types for which DRPA Dispute Resolution services will be provided to maximize the benefits received from the available resources. The Contractor's plan for provision of services must flex in response to the changing business needs of the Superior Court.
- C.2** The Superior Court requires Contractor to conduct both state and federal (FBI) criminal background check through the California or Federal Department of Justice and drug tests, at their expenses, for all staff members.
- C.3** Staffing support for mediators will be the responsibility of the Contractor. The Superior Court will not provide resources, including Judicial Assistants and Court Reporters, to the Contractor. Files or access to electronic files will be provided on-site.
- C.4** Contractor shall follow Superior Court protocols in completing all case documents related to Dispute Resolution services provided under the Contract.

D. GENERAL CONTRACT REQUIREMENTS

D.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

D.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

D.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

D.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

D.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

D.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County and Superior Court; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and Superior Court, and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment to the County or Superior Court. Such background checks shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in

County's sole discretion, shall not provide services, and County shall have the right, at its sole option, to refuse access to any of Contractor's personnel to any County or Superior Court facility.

D.7 Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

D.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

D.9 Compliance with County Policy

In performing the services and while at any County or Superior Court facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County and Superior Court regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County and Superior Court; and (d) abide by all laws applicable to the County and Superior Court facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County and Superior Court Policies"). County and Superior Court Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County and Superior Court facility, electronic posting, or other means generally used by County and Superior Court to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County or Superior Court in order to exercise any right of access under this Contract.

D.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

D.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

D.12 County Representative

The County Chief Financial Officer, or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Contractor. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

D.13 Damage to County Superior Court Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County or Superior Court vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor

or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County or Superior Court may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County or Superior Court for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

D. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals nor subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

D.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County or Superior Court property, or while using County or Superior Court equipment:

D.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

D.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

D.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County and Superior Court on County or Superior Court property, or using County or Superior Court equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County and Superior Court.

The County may terminate for default or breach of this Contract, and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

D.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

D.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250,

13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

D.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

D.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

D.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

D.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

D.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

D.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

D.24 Material Misstatement/Misrepresentation

If, during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

D.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

D.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

D.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

D.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

D.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

D.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract and DRPA requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, Contractors, subcontractors, services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditure. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

D.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

D.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

D.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County. Any provision of this Contract that may appear to give the County any right to direct the Contractor concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the County concerning the end results of the performance.

D.34 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

D.35 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

D35.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

D35.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

D35.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Section B. Contractor Responsibilities and D. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with

subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

D. 36 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

D.37 Termination for Convenience

The County, after consultation with the Presiding Judge of the Superior Court, reserves the right to terminate the Contract, for its convenience, with or without cause, 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) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

D.38 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

D.39 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

D.40 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict-of-interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

D.41 Former County Administrative Officials

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated

County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

D.42 Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

D.43 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

D.44 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

D.45 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 this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil 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 this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this 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(b).

D.46 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 agreement. 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.

D.47 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current

employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

D.48 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

D.49 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

E. TERM OF CONTRACT

This Contract is effective as of July 1, 2026, and expires June 30, 2031, but may be terminated earlier in accordance with provisions of this Contract.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$520,000 per year, or \$2,600,000 for the five-year Contract term and shall be subject to availability of funding received by the County for the purpose of the services to be provided. Funding for contracted Dispute Resolution services is contingent upon receipt of fund transfers from the State derived from DRPA civil filing fees (currently \$8 per filing). If that funding is reduced or eliminated, the scope or term of services may be reduced or eliminated. 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.

F.2 The County shall pay Contractor at the rates specific in Attachment A – Cost to County and Contractor Proposed Schedule. Attachment A sets out the Contractor's estimate of the cost (including wages) of completing the services. The Cost Proposal was used by the County to determine the reasonableness of the cost of Contractor's proposal and is further used in making progress payments to Contractor and in making payment to Contractor in the event of the termination of the Contract prior to the completion of all items of work. Contractor is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Attachment A.

F.3 Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. The itemized monthly invoice is to be submitted concurrently with the monthly statistical report required by Section B.15 of this Contract, and the monthly expenditure and revenue report required by Section B.16. The County will audit invoices for accuracy and may require additional information or corrections from Contractor prior to issuing payment.

F.4 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.5** County is exempt from Federal excise taxes, and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.7** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County and Superior Court) and hold harmless the County and the Superior Court and their authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County or Superior Court on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor indemnification obligation applies to the County's or Superior Court's "active" as well as "passive" negligence but does not apply to the County's or Superior Court's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County, the Superior Court, and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County or Superior Court to vicarious liability but shall allow coverage for the County and Superior Court to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County and Superior Court and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. Contractor hereby waives all rights of subrogation against the County and Superior court.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County and Superior Court.

G.5 Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage

for suits between Contractor and County/Superior Court or between County/Superior Court and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

G.11 Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance –Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of four years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.

I.2 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.3 Contractor’s Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

I.4 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due to Contractor under this Contract and the balance, if any, shall be paid by Contractor upon demand.

I.5 Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Administrative Office
Indigent Defense
385 N. Arrowhead Ave., Fourth Floor
San Bernardino, CA 92415-0123

Inland Mediation Board dba Inland Fair Housing
Mediation Board
3175-D Sedona Ct. Ste 2
Ontario, CA 91764

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

M. ELECTRONIC SIGNATURES

This Agreement 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 Agreement (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 Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and 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
 of the San Bernardino County

B
 y _____
 Deputy

Inland Mediation Board dba Inland Fair Housing
 Mediation Board

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

B
 y ► _____
 (Authorized signature – sign in blue ink)
 Carmen I. Garcia

Name _____
 (Print or type name of person signing contract)

Title President and CEO

 (Print or Type)

Dated: _____
 Address 3175-D Sedona Ct., Ste 2
 Ontario, CA 91764

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Julie Surber, Principal Asst., County Counsel	_____ _____	► _____ Matthew Erickson, County Chief Financial Officer
Date _____	Date _____	Date _____

ATTACHMENT A – COST TO COUNTY AND CONTRACTOR PROPOSED SCHEDULE

DRPA Mediation Service	Court District	Calendar Days Per Week	Number of Cases Per Month	Who Will Mediate (Retired Judge, Attorney, Paralegal, etc.)	Unit Cost - County Portion*			
					In-person Mediation at Courthouse		Virtual Mediation	
					Per Half Day	Per Full Day	Per Half Day	Per Full Day
Civil	San Bernardino	2.5	18	Attorney	\$ 875	\$ 1,000	\$ 875	\$ 1,000
Family Law	Joshua Tree	0.5	1	Attorney	\$ 925	\$ 1,050	\$ 875	\$ 1,000
Family Law	San Bernardino	1	19	Attorney	\$ 875	\$ 1,000	\$ 875	\$ 1,000
Probate	San Bernardino	1	6	Attorney	\$ 875	\$ 1,000	\$ 875	\$ 1,000
Small Claims/ Family Law	Barstow	0.5	19	Paralegal, JD, LLM, MDR	\$ 925	\$ 1,050	\$ 875	\$ 1,000
small Claims/ Landlord-Tenant	Fontana	5	44	Paralegal, JD, LLM, MDR	\$ 440	\$ 500	\$ 440	\$ 500
small Claims/ Landlord-Tenant	Joshua Tree	1	6	Paralegal, JD, LLM, MDR	\$ 460	\$ 550	\$ 440	\$ 500

*= Per Business and Professions Code section 470.2, the County's share of the funding shall not exceed 50 percent of the approved estimated cost of the program.

ATTACHMENT B - OPERATING BUDGET FORM

Name: Inland Fair Housing and Mediation Board

Total Proposed Operating Budget

<i>Administrative Personnel Salaries and Related Expenses (add pages as necessary)</i>		
<u>Title</u>	<u>Salary and Related Expenses**</u>	
Program Administrator	\$ 26,000	
Admin Staff	\$ 13,000	
Benefits	\$ 9,000	
	\$	48,000
<i>Administrative Personnel Salaries and Related Expenses Subtotal</i>		\$
<i>Administrative Operating Expenses</i>		
Facilities and Utilities	\$ 8,000	
Equipment	\$	
Office Expenses and Supplies	\$ 1,000	
Meeting Expenses	\$	
Travel	\$ 17,000	
Other Administrative Expenses (not included in above)	\$ 3,000	
<i>Administrative Operating Expenses Subtotal</i>		\$ 29,000
<i>Training (and Training-related Expenses)</i>		\$ 1,000
<i>Consultant Services (e.g., Legal, Accounting, Audit, etc.)</i>		\$ 5,000
<i>Direct and Collateral Dispute Resolution Services**:</i> (be specific)		\$
• Mediators/Neutrals		320,000
•		
•		
•		
Other: In-Kind	\$ 417,600	
Other: CDBG Cost	\$ 500,000	
<i>Training, Consultant, and Direct and Collateral Dispute Resolution Services Subtotal</i>		\$ 1,243,600
<i>TOTAL PROPOSED OPERATING BUDGET (total of above three categories)</i>		\$ 1,320,600

*Salary and Related Expenses includes salary, benefits, worker's compensation costs, payroll taxes, etc.

** = For the duration of the grant period, a minimum of 51% of the Grantee's budget for the grant period must be allocated and expended for dispute resolution services, as defined in Title 16, Division 36 Dispute Resolution Advisory Council Article 1, General Provisions Section 3600, which may include collateral services defined as screening and intake of disputants, preparing for and conducting dispute resolution proceedings, drafting agreements and/or awards, providing information and/or referral services, and conducting follow-up surveys. Additionally, the County's funding of the Grantee cannot exceed 50% of the approved estimated cost of the program. (Business and Professions code section 470.2)

<i>TOTAL ESTIMATED COST TO COUNTY</i>	
<i>Total Proposed Operating Budget (from above)</i>	\$ 1,320,600
<i>Total Matching Revenue and Income (from Attachment C)</i>	-\$ 937,600
<i>TOTAL ESTIMATED COST TO COUNTY OF PROGRAM</i>	\$ 383,000

ATTACHMENT C - PROJECTED REVENUES AND OTHER INCOME

Public Revenue <i>(Excluding grant amounts requested pursuant to the California Dispute Resolution Programs Act)</i>	
<u>Source</u>	<u>Amount</u>
CDBG Funds	500,000
Federal Funding: PEI	20,000
Public Revenue Subtotal:	\$ 520,000

Private or Fee Revenue <i>(Excluding grant amounts requested pursuant to California Dispute Resolutions Programs Act, but including low cost or sliding scale fees paid by parties and other income)</i>	
<u>Source</u>	<u>Amount</u>
Private or Fee Revenue Subtotal:	\$

In-kind Revenue <i>Specify the basis for the valuation. For example, if the source is donated time, state the number of hours and the value of the time per hour. See Title 16 CCR section 3640 for valuation of in-kind donations.</i>	
<u>Source</u>	<u>Amount</u>
Attorneys reduced rate of pay (based on \$650/hr rate x 6 hours /day - base rate of \$1000 x 12 days/ month x 12 months)	417,600
In-kind Revenue Subtotal:	\$ 417,600
TOTAL MATCHING REVENUE AND INCOME	\$ 937,600

ATTACHMENT D – SAMPLE SCHEDULE

<u>MONDAY</u> JOSHUA TREE- SC/L-T – AM SB-CIVIL- VIRTUAL-AM/PM FONTANA- S/C/L- T-AM JOSHUA TREE- FAM LAW-VIRUAL AM/PM	<u>TUESDAY</u> SB-FAM LAW- AM/PM FONTANA- S/C/L-T- AM	<u>WEDNESDAY</u> SB-PROBATE- AM/PM SB-FAM LAW- VIRTUAL- AM/PM BARSTOW – SC- AM FONTANA- S/C/L- T-AM	<u>THURSDAY</u> SB-CIVIL-AM FONTANA- S/C/L-T- AM	<u>FRIDAY</u> SB-CIVIL-AM FONTANA- S/C/L- T-AM
<u>MONDAY</u> JOSHUA TREE- SC/L-T – AM JOSHUA TREE- FAM LAW-VIRUAL AM/PM FONTANA- S/C/L- T-AM	<u>TUESDAY</u> SB-FAM LAW- AM/PM FONTANA- S/C/L-T- AM	<u>WEDNESDAY</u> SB-PROBATE- AM/PM SB-FAM LAW- VIRTUAL- AM/PM BARSTOW – SC- AM FONTANA- S/C/L- T-AM	<u>THURSDAY</u> SB-CIVIL-AM JOSHUA TREE- FAM LAW-AM FONTANA- S/C/L-T- AM	<u>FRIDAY</u> SB-CIVIL-AM FONTANA- S/C/L- T-AM BARSTOW-FAM LAW- AM
<u>MONDAY</u> JOSHUA TREE- SC/L-T – AM SB-CIVIL- VIRTUAL-AM/PM JOSHUA TREE- FAM LAW-VIRUAL AM/PM FONTANA- S/C/L- T-AM	<u>TUESDAY</u> SB-FAM LAW- AM/PM FONTANA- S/C/L-T- AM	<u>WEDNESDAY</u> SB-PROBATE- AM/PM SB-FAM LAW- VIRTUAL- AM/PM BARSTOW – SC- AM FONTANA- S/C/L- T-AM	<u>THURSDAY</u> SB-CIVIL-AM FONTANA- S/C/L-T- AM	<u>FRIDAY</u> SB-CIVIL-AM FONTANA- S/C/L- T-AM
<u>MONDAY</u> JOSHUA TREE- SC/L-T – AM JOSHUA TREE- FAM LAW-VIRUAL AM/PM FONTANA- S/C/L- T-AM	<u>TUESDAY</u> SB-FAM LAW- AM/PM FONTANA- S/C/L-T- AM	<u>WEDNESDAY</u> SB-PROBATE- AM/PM SB-FAM LAW- VIRTUAL- AM/PM BARSTOW – SC- AM FONTANA- S/C/L- T-AM	<u>THURSDAY</u> SB-CIVIL-AM JOSHUA TREE- FAM LAW-AM FONTANA- S/C/L-T- AM	<u>FRIDAY</u> SB-CIVIL-AM FONTANA- S/C/L- T-AM BARSTOW-FAM LAW- AM