



Contract Number

21-461 A1

SAP Number

4400017663

County Administrative Office

Department Contract Representative	Celia McDonald
Telephone Number	909-387-4286
Contractor	Inland Fair Housing and Mediation Board
Contractor Representative	Carmen I. Garcia
Telephone Number	909-984-2254
Contract Term	7/1/21-6/30/25
Original Contract Amount	\$1,080,000
Amendment Amount	\$360,000
Total Contract Amount	\$1,440,000
Cost Center	1101002724

Amendment No. 1

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on June 22, 2021 (Item No. 38) San Bernardino County (County) entered into Contract No. 21-461 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. 21-461 was effective July 1, 2021, for an initial three-year period with the option to extend the term for two additional one-year periods;

WHEREAS, there is a continuing need for the Contractor's services, and the County desires to exercise the first of the two available extension options, extending the contract services through June 30, 2025;

NOW, THEREFORE, the County and Contractor mutually agree to amend Contract No. 21-461 as set forth

1. Section B, Contractor Responsibilities, is revised to add a new Section B.18 as follows:

B.18 Add two virtual mediation days per month, on the First and Third Monday of each month, beginning July 1, 2024, through June 30, 2025.

2. Section D, General Contract Requirements, is revised to add a new Section D.45 is as follows:

D.45 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment E - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

3. Attachment E to this Amendment is added to the Contract.
4. Section E, Term of Contract, is hereby deleted in its entirety and replaced with the following:

E. TERM OF CONTRACT

This contract is effective as of July 1, 2021, and expires June 30, 2025, but may be terminated earlier in accordance with provisions of this Contract. The County shall have the option to extend the Contract term one additional year through written notice to Contractor at least 30 days prior to the date the Contract would otherwise expire, and upon approval by the Board of Supervisors.

5. Section F, Fiscal Provisions, subsection F.1 is deleted in its entirety and replaced with the following:

F.1 The maximum amount of payment under this Contract shall not exceed \$360,000 per year, or \$1,440,000 for the 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 ADR services is contingent upon receipt of fund transfer 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.

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

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Inland Fair Housing and Mediation Board

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

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

Carmen I. Garcia

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

Title President and C.E.O.

(Print or Type)

Dated: _____
1500 South Haven Ave. Ste 100

Address _____
Ontario, CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Julie J. Surber, Principal Asst. County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Matthew Erickson, County Chief Financial Officer
Date _____



ATTACHMENT E

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Inland Fair Housing & Mediation Board
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NA	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
NA		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
<u>NA</u>		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
NA	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.