



Contract Number

18-550 A-4

SAP Number

Community Development and Housing

Department Contract Representative	Supriya Barrows, Deputy Executive Officer
Telephone Number	(909) 387-4717
Contractor	Inland Counties Legal Services, Inc.
Contractor Representative	Darrel K. Moore, Esq.
Telephone Number	(951) 368-2541
Contract Term	08/01/2018 – 06/30/2023
Original Contract Amount	\$670,329
Amendment Amount	\$186,000
Total Contract Amount	\$856,329
Cost Center	6210002496 (HDAP)

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4:

It is hereby agreed to amend Contract No. 18-550, effective June 28, 2022, as follows:

SECTION F. FISCAL PROVISION

Amend Paragraph F.1 to read as follows:

F.1 The Original Contract amount of \$400,000, modified by Amendment No. 1 which increased the contract by \$170,000 resulting in a contract total of \$570,000, modified by Amendment No. 2 which reduced the contract amount by \$85,671 resulting in a contract total of \$484,329, and later modified by Amendment No. 3 which increased the contract amount by \$186,000 resulting in a contract total of \$670,329. The amount of contract is hereby amended with this Amendment No. 4 to increase the contract by \$186,000 resulting in a contract total of \$856,329.

Add Paragraph F.10 to read as follows:

- F.10 Contractor may provide County itemized invoice for services provided an additional 30 days after the expiration date under terms of this contract, to draw down funds in which services were rendered, contingent upon review and approval of the County.

SECTION I. TERM OF CONTRACT

Amend Paragraph I to read as follows:

The term of this Contract begins August 1, 2018, and is extended from its amended expiration date of June 30, 2022, to expire on June 30, 2023, unless terminated earlier as provided in Section D (35), General Contract Terms. Any extension of time or rollover of unexpended funds would be at the sole and absolute discretion of the County, in accordance with applicable rules and regulations, as imposed by the State.

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) days 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 transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

SECTION G. RIGHT TO MONITOR AND AUDIT

Amend Paragraph G to read as follows:

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, 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. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor’s fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor’s fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.

All other terms and conditions of Contract No. 18-550 remain in full force and effect.

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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SAN BERNARDINO COUNTY

Inland Counties Legal Services, Inc.

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

►

Curt Hagman, Chairman, Board of Supervisors

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

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

Name Darrell K. Moore, Esq.
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Executive Director
(Print or Type)

By _____
Deputy

Dated: _____

Address 1040 Iowa Avenue, Ste. 109

Riverside, CA 92507-2106

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►
Suzanne Bryant, Deputy County Counsel

►

►
Supriya Barrows, Deputy Executive Officer

Date _____

Date _____

Date _____