



**Contract Number**

16-240-A2

**SAP Number**

## County Administrative Office

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

### Contract No. 16-240 Amendment No. 2

#### IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

**WHEREAS**, there is a continuing need for the Contractor's services, and the County desires to exercise the second of the two available extension options, extending the contract services through June 30, 2021;

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

1. Section B (Contractor Responsibilities), Item B.4 is deleted and replaced in its entirety to read as follows:

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

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

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

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

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

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

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

**E.2** The maximum amount of payment under this Contract shall not exceed \$360,000 per year, or \$1,080,000 for the initial three-year contract period of July 1, 2016 to June 30, 2019. The maximum amount of payment under this Contract shall not exceed \$396,000 per year for the extended period of July 1, 2019 to June 30, 2021. For the period of July 1, 2016 to June 30, 2019, payment shall be made to Contractor in equal monthly payments of \$30,000. For the extended period of July 1, 2019 to June 30, 2021, payment shall be made to Contractor in equal monthly payments of \$33,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

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

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

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, graphics, computer programs and reports.

**6.** Section J.1 is added to read as follows:

Force Majeure. County and the Contractor shall not be in default under this Agreement in the event that the services provided by the County and the Contractor are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of the County and the Contractor and which the County and the Contractor could not reasonably be expected to have prevented or controlled. In the event that Contractor cannot perform for reasons directly caused by COVID-19, the parties shall negotiate for the reduction or suspension of compensation for the time performance is impossible or impractical. If either party seeks to invoke force majeure, notice (in accordance with section I of this Agreement) shall be given to the other party within 5 business days of the event that directly causes the impossibility or impracticability to perform.

7. Attachment A-1 (Sample Schedule & Calendar) is deleted and replaced in its entirety by Attachment A-2 to this Amendment No. 2.

The parties agree this Amendment No. 2 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 2 (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment No. 2 upon request.

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

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

[illegible]

COUNTY OF SAN BERNARDINO

Inland Fair Housing and Mediation Board

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

►

Curt Hagman, Chairman, 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 County of San Bernardino

By \_\_\_\_\_

Deputy

By ►

(Authorized signature - sign in blue ink)

Name \_\_\_\_\_

Carmen I. Garcia

(Print or type name of person signing contract)

Title \_\_\_\_\_

President and C.E.O.

(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

1500 South Haven Avenue Suite 100

Ontario CA 91761

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Julie J. Surber,  
Principal Assistant County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Kelly Welty, Deputy Executive Officer

Date \_\_\_\_\_