



**Contract Number**

18-08 A-4

**SAP Number**

## COUNTY ADMINISTRATIVE OFFICE

|   |  |
|---|--|
| <b>Department Contract Representative</b> | Stephenie Shea   |
| <b>Telephone Number</b>                   | (909) 387-4919   |
| <b>Contractor</b>                         | Community Arts, Inc.<br>(dba Community Arts International) |
| <b>Contractor Representative</b>          | Michael Lerner   |
| <b>Telephone Number</b>                   | (415) 509-1916   |
| <b>Contract Term</b>                      | January 9, 2018-November 30, 2021                          |
| <b>Original Contract Amount</b>           | \$392,500  |
| <b>Amendment Amount</b>                   | Not to Exceed \$137,500                                    |
| <b>Total Contract Amount</b>              | Not to Exceed \$530,000                                    |
| <b>Cost Center</b>                        | 1100011000   |

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, on January 9, 2018, the Board of Supervisors approved County Contract No. 18-08 ("Contract") with Community Arts, Inc. for the provision of a framework for the ultimate selection of the artist design, creation, and installation of the December 2<sup>nd</sup> Memorial, to be completed in three (3) phases with a termination date of January 8, 2019, with a one-year extension, and;

**WHEREAS**, through Amendment No. 1 to the Contract, the parties agreed to extend the expiration date from January 8, 2019 to March 31, 2019, with a one-year extension, and;

**WHEREAS**, through Amendment No. 2 to the Contract, the parties agreed to extend the expiration date to May 31, 2019, with a one-year extension and an increase to the contract amount of \$20,000, thereby increasing the total contract amount from \$175,000 to \$195,000 for Phases 1 and 2 for consultant fees and expenses, so that Community Arts Inc. could complete the work as described in the Contract, and;

**WHEREAS**, through Amendment No. 3, the term of the Contract for completion of Phase 3 was extended through November 30, 2020, for an additional contract amount of \$197,500, resulting in an increased contract amount total not to exceed \$392,500, with an additional option to extend the contract for one year, and;

**WHEREAS**, a contract with the selected artist, Walter Hood Design Studio, to provide site work improvement documents and artwork design documents was approved by the Board of Supervisors on September 29, 2020 (Item No. 27), and;

**WHEREAS**, upon approval of the completed design documents by the County and December 2nd Memorial Committee, the County will present a contract for the fabrication, construction and installation of the December 2<sup>nd</sup> Memorial (Phase 3) to the Board of Supervisors at a future Board meeting, and;

**WHEREAS**, the services of CAI continue to be needed to facilitate Phase 3 of the Memorial, which includes finalizing the details of an agreement with the selected artist as well as the fabrication, construction and installation of the Memorial, and;

**WHEREAS**, through this Amendment No. 4, the term of the Contract for completion of Phase 3 is being extended through November 30, 2021, for an additional contract amount of \$137,500, to include a monthly retainer in the amount of \$10,000, and travel expenses for CAI up to \$17,500, resulting in an increase contract amount total not to exceed \$530,000, with an additional option to extend the contract for one year, to November 30, 2022.

**NOW, THEREFORE**, the County and Community Arts, Inc. mutually agree as follows:

1. Section V. Fiscal Provisions, Subsection A., is deleted in its entirety and replaced with Section V. Fiscal Provisions, Subsection A. as follows:

For performance of contracted services, the County shall pay a monthly retainer in the amount of \$10,000 for Phase 1 and Phase 2 for the anticipated ten (10) months for services. For the extension period through May 31, 2019, the County shall pay an additional \$20,000 in services for Phase 2. For the extension period through November 30, 2020, the County shall pay a monthly retainer in the amount of \$10,000 for Phase 3, and travel expenses for CAI up to \$17,500. For contracted services for Phase 3, the total amount shall not exceed \$335,000. Within sixty (60) working days, the County shall make the initial payment for services to the Contractor.

2. Section VIII., Term, is deleted in its entirety and replaced as follows:  
This Contract is effective as of January 9, 2018 and expires November 30, 2021 to include Phases 1, 2, and 3 of the December 2<sup>nd</sup> Memorial project, as defined in the Scope of Work, with the option to extend the term for an additional one-year period, through November 30, 2022, for additional time to complete Phase 3, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

3. Subsection M., Contract Execution, is added to Section X., General Provisions as follows:

**M. Contract Execution**

This Contract 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.

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

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

COUNTY OF SAN BERNARDINO

Community Arts, Inc.



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

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

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Michael Lerner

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_  
15 Douglass Street

Address \_\_\_\_\_  
San Francisco, CA 94114

**FOR COUNTY USE ONLY**

Approved as to Legal Form



Penny Alexander-Kelley, Chief Asst. County  
Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance



Date \_\_\_\_\_

Reviewed/Approved by Department



Date \_\_\_\_\_