

C O U N T Y A D M I N I S T R A T O R



SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

July 21, 2020

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AUTHORIZE AMENDMENT NO. 4 TO EXTEND AND INCREASE THE CONTRACT
 WITH A POOL OF CONTRACTORS FOR ALTERNATIVE DISPUTE RESOLUTION
 SERVICES; MASTER CONTRACT NO. 901346; AMOUNT: \$136,250

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 4 to Master Contract No. 901346 to continue providing alternative dispute resolution services to the Alameda County, extending the current contract term of 8/1/15 – 7/31/20 by five-months until 12/31/20 and increasing the pool contract amount from \$1,635,000 to \$1,771,250 (\$136,250 increase) with the following pool of vendors:

- A. Center for Community Dispute Settlement, Inc. (Principal: Diane Jeronimo; Location: Livermore), Procurement Contract No. 12079, increasing the contract amount from \$450,000 to \$487,500 (\$37,500 increase); and
- B. SEEDS Community Resolution Center (Principal: AddieRose Mayer; Location: Berkeley), Procurement Contract No. 12077, increasing the contract amount from \$1,185,000 to \$1,283,750 (\$98,750 increase)

DISCUSSION/SUMMARY:

On July 28, 2015, your Board approved (Item No. 67) a three-year contract for the term of August 1, 2015 to July 31, 2018 in the pool amount of \$981,000 with Center for Community Dispute Settlement Inc. and SEEDS Community Resolution Center. On July 6, 2018, the General Services Agency (GSA) Director, under GSA authority, approved an amendment extending the contract term by one year until July 31, 2019 and increasing the contract pool amount from \$981,000 to \$1,006,000 (\$25,000 increase). On September 18, 2018, your Board approved (File No. 30187, Item No. 63) a second amendment to this contract increasing contract pool amount from \$1,006,000 to \$1,308,000 (\$302,000 increase) with no change to the current term of August 1, 2015 to July 31, 2019. On July 23, 2019, your Board approved (File No. 30320, Item No. 44) a third amendment to this contract extending the contract term by one year until July 31, 2020 and increasing contract pool amount from \$1,308,000 to \$1,635,000 (\$327,000 increase).

The Alternative Dispute Resolution (ADR) Program, governed by the Dispute Resolution Act of 1986, allows for and encourages alternatives to settling disputes through the courts: such as mediation, conciliation, and arbitration. These alternatives generally settle disputes quicker and at a lower cost than litigation.

The Dispute Resolution Program Act of 1986 and its Regulations provide for the establishment, operation, and funding of local informal dispute resolution programs. In August 1987, the Alameda County Board of Supervisors approved the County's participation in the ADR Program and authorized an increase in court filing fees as provided for in the Act. Subsequently, proposals have been accepted and funded for each fiscal year since July 1, 1988. The County contracts for services to administer the ADR Program. This amendment will ensure for continuity of services and allow GSA-Procurement to complete a new competitive process.

SELECTION CRITERIA/PROCESS:

At the implementation of the ADR Program in Alameda County, your Board directed that the funding generated would be distributed by contract to community organizations dedicated to providing ADR services throughout the County.

The Alameda County Administrator's Office worked with GSA-Procurement to develop a Request for Proposal (RFP) that was issued on February 13, 2015. Two vendors were recommended for award. Center for Community Dispute Settlement, Inc. (Principal: Diane Jeronimo; Location: Livermore; Certified Small: 10-00130; Expiration: July 31, 2021) and SEEDS Community Resolution Center (Principal: AddieRose Mayer; Location: Berkeley; Certified Small: 15-00020; Expiration: June 30, 2021).

FINANCING:

Appropriations for this increased contract are included in the Fiscal Year 2020-21 Approved Budget and will be requested in future budget years. No additional appropriations are required and there will be no increase in net County cost.

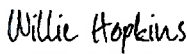
VISION 2026 GOAL:

The alternative dispute resolution services meet the 10X goal pathway of a **Crime Free County** in support of our shared vision of a **Thriving & Resilient Population**.

Very truly yours,



Susan S. Muranishi
County Administrator

DocuSigned by:

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Willie A. Hopkins, Jr.
Director, General Services Agency

ATTACHMENT

CONTRACT SUMMARY
 ALTERNATIVE DISPUTE RESOLUTION SERVICES
 MASTER CONTRACT NO. 901346
 August 1, 2015 – December 31, 2020

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Amount</i>	<i>Local & SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
<i>Center for Community Dispute Settlement, Inc. Certification #10-00130 Certified: Small Valid Through: 07/31/2021</i>	<i>291 McLeod Street Livermore, CA</i>	<i>\$487,500</i>	<i>100%</i>	<i>\$487,500</i>
<i>SEEDS Community Resolution Center Certification #15-00020 Certified: Small Valid Through: 06/30/2021</i>	<i>2530 San Pablo Avenue, Suite A, Berkeley, CA</i>	<i>\$1,283,750</i>	<i>100%</i>	<i>\$1,283,750</i>

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and SEEDS Community Resolution Center, (“Contractor”) with respect to that certain agreement entered by them on August 3, 2015 and that certain First, Second and Third Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides alternative dispute resolution services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Fourth Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on July 31, 2020. As of the Effective Date, the term of the Agreement is extended through December 31, 2020.
4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Eighty Eight Thousand Seven Hundred Fifty dollars (\$98,750). As a result of these additional services the not to exceed amount has increased from One Million One Hundred Eighty Five Thousand dollars (\$1,185,000) to One Million Two Hundred Eighty Three Thousand Seven Hundred Fifty dollars (\$1,283,750) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to \$1,283,750.
6. Item 2 of Exhibit B is deleted and replaced with the following:

Maximum Payment: Maximum funds to be expended under this contract are \$1,283,750 with an annual funding level of approximately \$237,000 per year.
7. Attached here to Exhibit D, is a current Debarment and Suspension Certificate executed by Contractor.
8. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

SEEDS COMMUNITY RESOLUTION
CENTER

By: _____
Signature

By: _____
Signature

Name: _____
Detra Dillon
(Printed)

Name: _____
(Printed)

Title: _____
Procurement Administrator

Title: _____

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

☐ Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and SEEDS Community Resolution Center, (“Contractor”) with respect to that certain agreement entered by them on August 3, 2015 and that certain First, Second and Third Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides alternative dispute resolution services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Fourth Amendment is executed by the County (“Effective Date”).
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7. Attached here to Exhibit D, is a current Debarment and Suspension Certificate executed by Contractor.
8. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

SEEDS COMMUNITY RESOLUTION
CENTER

By: _____
Signature

By: _____
Signature

Name: Detra Dillon
(Printed)

Name: AddieRose Mayer
(Printed)

Title: Procurement Administrator

Title: Executive Director

Date: 7/30/2020

Date: 7/24/2020

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: SEEDS

PRINCIPAL: AddieRose Mayer TITLE: Executive Director

SIGNATURE:  DATE: 7/24/2020

EXHIBIT F

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1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

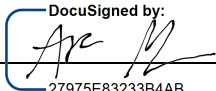
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If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: AddieRose Mayer

PRINCIPAL: AddieRose Mayer

TITLE: Executive Director

SIGNATURE:  27975E83233B4AB...

DATE: 7/24/2020