

**MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER**

TO: Honorable Board of Supervisors
FROM: Thomas M. Miller, County Executive Officer
By: Janice Gage, Senior Management Analyst
DATE: June 27, 2006
SUBJECT: Contract Amendment - Placer Dispute Resolution Services

Action Requested

Approve an amendment to the existing contract with Placer Dispute Resolution Services (PDRS) to: 1) extend the time frame for services beginning July 1, 2004 to include two additional years through June 30, 2008; 2) increase the total compensation for the services to be provided from \$130,000 to \$263,000, an increase not to exceed \$133,000; and 3) include Independent Contractor and Professional Liability Insurance (errors and omissions) requirements.

Background

On June 22, 2004, the Board of Supervisors awarded RFP No. 9311 to Placer Dispute Resolution Services of Auburn (PDRS) and approved a contract in the maximum amount of \$130,000 to provide Alternate Dispute Resolution Services, as defined by the Dispute Resolution Programs Act of 1986, to the residents of Placer County. Alternate dispute resolution programs provide services (primarily conciliation and mediation) that are voluntary to the participants. Services include information and referral to county residents with the overall goal to establish and maintain effective and efficient mechanisms to assist people in resolving community-based problems outside of the formal judicial system.

The contract with PDRS is due to expire on June 30, 2006 but can be extended for up to two (2) fiscal years upon written agreement between the parties. Attached for your Board's approval is a contract amendment that will extend the time frame for services two additional years through June 30, 2008 and increase the total compensation for services from \$130,000 to \$263,000, an increase not to exceed \$133,000. In addition, the contract amendment incorporates Independent Contractor and Professional Liability Insurance (errors and omissions) requirements not previously included but recommended by Risk Management.

Fiscal Impact

The total contract compensation shall not exceed \$263,000, an increase not to exceed \$133,000 total for the two additional years. Funding is made available from an \$8 surcharge for each first paper filed in civil court actions.

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR previously entered into Contract # 11893 commencing on July 1, 2004 and terminating on June 30, 2006, and

WHEREAS, COUNTY and CONTRACTOR desire to formally amend said Agreement to (1) extend the time frame, (2) increase the amount of compensation for the services to be provided herein, and (3) add Professional Liability to the Insurance Requirements.

NOW, THEREFORE, the Agreement is amended as follows:

Paragraph 5, page 1 is hereby amended from \$130,000 to \$263,000, an increase not to exceed \$133,000.

Paragraph 5.1, page 2 that reads, "This Agreement is effective for services beginning July 1, 2004 and ending June 30, 2006" is hereby amended to read, "ending June 30, 2008", an extension of two years.

Paragraph 28, page 9 is hereby amended to add sub-paragraph 28.2 that reads, "In the performance of this agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

Attachment B, page 13 is hereby amended to add paragraph F, which states:

F. Professional Liability Insurance (Errors and Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than 1,000,000. per occurrence dollars \$1,000,000 in aggregate.
- 2) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

This amendment is effective July 1, 2006.

In all other respects, except for the above-stated amendments, the original Agreement terms remain in full force and effect. These documents, and any attachments hereto, constitute the entire understanding between the COUNTY and CONTRACTOR concerning the subject matter contained herein.

WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day and year first above stated:

CONTRACTOR*:

COUNTY OF PLACER:

Karen Green, President

Chairman, Board of Supervisors

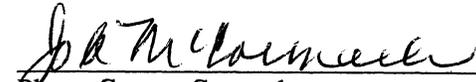
Date: _____

Date: _____

Herb Whitaker, Corporate Secretary

Approved as to form:
Office of Placer County Counsel

Date: _____



Placer County Counsel

Date: 6-21-06

*Agreement must be signed by two corporate officers if a corporation; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

