



MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE OFFICE
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: Thomas Miller, County Executive Officer
By: Therese Leonard, Principal Management Analyst
DATE: January 11, 2011
SUBJECT: Liebert Cassidy Whitmore Contract Amendment

REQUEST

That your Board approves and authorizes the County Executive Officer to sign an amendment to Contract #00312 with Liebert Cassidy Whitmore A Professional Law Corporation, in the amount of \$5,000 for a total contract amount of \$54,999, for consulting services related to labor negotiations.

BACKGROUND

On September 1, 2008, the County Executive Office entered into a Consultant Services Agreement with Liebert Cassidy Whitmore in the amount of \$49,999. Under this agreement, Liebert Cassidy Whitmore assists the County in labor negotiations with the Placer County Deputy Sheriff's Association (PCDSA) representing Placer County employees.

Due to several complex issues a small amount of additional funds are needed. This action proposes to increase the Consultant Services Agreement by \$5,000 to a maximum amount of \$54,999. This amount exceeds the authority of the County Executive Officer and requires Board of Supervisors approval.

The scope of work as delineated in the original contract remains unchanged.

FISCAL IMPACT

Funds are available in the FY 2010-11 CEO Administration budget to cover this contract amendment.

Attachment: Contract Amendment

Administering Agency: Placer County Executive Office
Contract No. CN000312 – Amendment #1
Contract Description: Placer County Deputy Sheriff's Association Labor Relations and Negotiations

FIRST AMENDED CONSULTANT SERVICES AGREEMENT

This **FIRST AMENDMENT** to the CONSULTANT SERVICES AGREEMENT entered on September 1, 2008 (Contract No. CN000312), is made at Auburn, California, as of January 11, 2011, by and between the County of Placer, ("County"), and, Liebert Cassidy Whitmore, A Professional Law Corporation, ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this First Amendment, Consultant shall continue to provide the services described in Exhibit A of the original Agreement. Additionally, Consultant shall continue to provide said services at the time, place, and in the manner specified in Exhibit A of the same original Agreement.
2. **Payment.** The County and Consultant hereby amend the Agreement to increase the payment for services rendered in the amount of \$5,000, so that the maximum amount payable under the Agreement shall be **Fifty-four Thousand Nine Hundred and Ninety Nine Dollars (\$54,999)**. County shall pay Consultant for services rendered pursuant to the original Agreement at the time and in the amount set forth in Exhibit A, as amended and attached hereto. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit A; or, if no manner is specified in Exhibit A, then according to the usual and customary procedures which Consultant uses for billing clients similar to County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Terms and conditions as set forth in the original Agreement remain in effect.
4. **General Provisions.** The general provisions, including all provisions for insurance, as set forth in the original Agreement remain in effect.
5. **Exhibits.** With the exception of Exhibit A, which has been amended as of this date, and attached hereto, all exhibits referred to in the original Agreement, dated September 1, 2008, remain in effect.
6. **Time for Performance.** Time is of the essence, and as such, the terms and conditions as set forth in the original Agreement remain in effect.

Executed as of the day above stated:

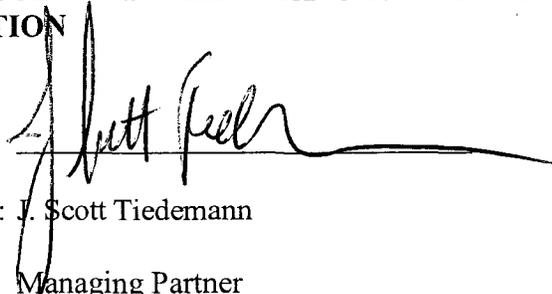
COUNTY OF PLACER

By: _____
County Executive Officer

Approved As to Form – County Counsel:

By: _____

CONSULTANT – LIEBERT CASSIDY WHITMORE, A PROFESSIONAL LAW CORPORATION

By:  _____

Name: J. Scott Tiedemann

Title: Managing Partner

**If a corporation, agreement must be signed by two corporate officers; 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.*

Exhibit A

Scope of Work and Payment Schedule (Amendment #1)

EXHIBIT A

SCOPE OF WORK AND PAYMENT SCHEDULE (AMENDMENT #1)

SCOPE OF THE PROJECT

Contractor shall perform services related to labor relations and negotiations in representing County Management during negotiating sessions with the Placer County Deputy Sheriff's Association (PCDSA) including:

- 1) Assisting with research related to the analysis and development of proposals.
- 2) Acting as chief negotiator during all meet and confer sessions up to and including mediation, if necessary, with employee bargaining units.
- 3) Meetings with the County Executive Office, Personnel Director, other county staff, and the Board of Supervisors as required to develop negotiation strategies.
- 4) Maintaining a collaborative approach to the negotiations with the goal of reaching agreement.
- 5) Assistance with contract interpretation and implementation strategy.

PAYMENT SCHEDULE

Contractor will be paid an amount not to exceed \$54,999 in total for services performed under this contract in negotiating agreements covering employee bargaining units. Services will be billed monthly at the rate of \$270 per hour plus reasonable expenses. Expenses other than mileage shall be receipted and all expenses shall be consistent with any Placer County expense reimbursement policy in effect. Invoices will be delivered on or after the first of the month following the month services are performed.