



**MEMORANDUM
COUNTY EXECUTIVE OFFICE
RISK MANAGEMENT
County of Placer**

TO: Honorable Board of Supervisors
FROM: David Boesch, County Executive Officer
By: Andy Heath, Assistant County Executive Officer
DATE: April 5, 2016
SUBJECT: Professional Services Contract Amendment with Liebert Cassidy Whitmore for Labor Negotiation Services

ACTION REQUESTED

1. Approve an amendment to a contract with Liebert Cassidy Whitmore to perform professional consulting services related to labor negotiations in the amount of \$20,000 for a total contract amount not to exceed \$69,999, at no new net County cost.

BACKGROUND

On December 2, 2013 the County Executive Office entered into an agreement with Liebert Cassidy Whitmore (LCW) in the amount of \$49,999 to perform professional consulting services related to labor relations and negotiations. Pursuant to the terms of this agreement, LCW represents the County during labor negotiations with the Placer Public Employee Organization (PPEO) and the Placer County Deputy Sheriff's Association (PCDSA). To assure uninterrupted representation services are available to the County for negotiations currently underway, it is recommended this contract be amended accordingly.

FISCAL IMPACT

Upon your Board's approval, Placer County Contract No. 13369 will be increased in the amount of \$20,000 to a new maximum amount of \$69,999. These funds are available in the FY 2015-16 Final Budget.

ATTACHMENT

Liebert Cassidy Whitmore Contract Amendment

AMENDMENT TO CONTRACT NUMBER CN13369 - Labor Relations & Negotiations
TO PROVIDE PROFESSIONAL SERVICES
Liebert Cassidy Whitmore – Professional Legal Services

WHEREAS, the County of Placer and LCW - Liebert Cassidy Whitmore have heretofore entered into a Contract whereby professional services would be provided to the County; and

WHEREAS, the parties desire to amend said Contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

1. That Paragraph 4, of the original contract, shall be amended in that the contract ceiling shall be \$ 69,999 rather than \$49,999. Said paragraph shall read as follows:

Amount of Payment. County shall pay SECOND PARTY for services, and reasonable costs and expenses incurred, as set forth in the Payment Schedule noted as Exhibit "A" up to a maximum of Sixty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$69,999).

2. That Paragraph 3, in Exhibit A, under PAYMENT SCHEDULE, shall be amended in that the hourly billing rate will be \$325 per hour for actual hours worked by Donna M. Williamson, attorney in increments of 15 minutes. There will be no additional charges for expenses.
3. That Paragraph 5, in Exhibit A, under PAYMENT SCHEDULE, shall be amended in that the agreement will not exceed Sixty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$69,999).
4. That Paragraph 5, in Exhibit A, will be amended to include the following:

Monthly invoices should be addressed to:

Placer County CEO – General Liability Manager Tel: (530) 886-2600
Attn: Nicole Artim Email: nartim@placer.ca.gov
145 Fulweiler Avenue, Suite 100
Auburn, CA 95603

EXCEPT as specifically modified above, all of the remaining terms and conditions of said contract shall remain and continue in full force and effect.

COUNTY OF PLACER: "COUNTY"

By: _____ DATED: _____
Robert Weygandt, Chair, Board of Supervisors

Approved as to Form: _____ DATED: _____
Placer County Counsel's Office

SECOND PARTY:

BY: _____ DATED: _____
LCW – Liebert Cassidy Whitmore