

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

TO: Honorable Board of Supervisors  
FROM: Thomas M. Miller, County Executive Officer  
By: Bekki Riggan, Principle Management Analyst  
DATE: June 24, 2008  
SUBJECT: Agreement - Placer Dispute Resolution Service

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**Action Requested**

Approve a two-year agreement with Placer Dispute Resolution Service (PDRS) to provide countywide voluntary mediation dispute resolution services from July 1, 2008 through June 30, 2010 in the total amount of \$145,800.

**Background**

The Dispute Resolution Programs Act (DRPA – Stats 1986, Ch. 1313, SB 2064 – Garamendi and Stats 1987, Ch. 28, SB 123 – Garamendi) provides for the local establishment and funding of informal dispute resolution programs. The goal of the Act is the creation of a state-wide system of locally-funded dispute resolution services to assist county residents. PDRS is a non-profit 501(c)(3) community mediation program responding to over 300 requests for mediation service per year from areas such as Code Enforcement, Animal Services, Sheriff's Office, local police departments, and the Court. Trained volunteer mediators facilitate community-based dispute mediations thereby reducing the number of formal court cases.

PDRS entered into its first agreement with Placer County in 1994 and has provided continuous service since that time. In April 2008, Placer County Procurement determined that conducting another RFP process was not necessary as the Purchasing Policy Manual, Section 1.3 (a) allows an exception to competition for professional services agreements which involve extended analysis, the exercise of discretion and independent judgment in its performance and an advanced, specialized type of knowledge and expertise on the part of the consultant.

The current agreement with PDRS will expire on June 30, 2008. Based on historically increasing revenue trends to the Dispute Resolution Trust Fund the new agreement amount has been increased proportionate to the growth in civil action filing fees and ensures adequate reserves in the Trust Fund balance. Beginning with the 2008-2010 Agreement, pursuant to Business and Professions Code Section 469, Placer County will retain 10 percent of the distribution to the Trust Fund for program administration in the approximate amount of \$7,500 annually.

**Fiscal Impact**

The \$145,800 agreement and all program costs are fully funded by an \$8 surcharge for each first paper filed in civil actions as authorized by Business and Professions Code Section 470.3; therefore there is no impact to the County General Fund.

**AGREEMENT FOR SERVICES  
ALTERNATE DISPUTE RESOLUTION PROGRAM**

This Agreement is made and entered into on the 1<sup>st</sup> day of July 2008 by and between the County of Placer, hereinafter referred to as "COUNTY" and Placer Dispute Resolution Service (PDRS) a non-profit community mediation program hereinafter referred to as "CONTRACTOR", and jointly referred to as "PARTIES".

WITNESSETH

WHEREAS the Dispute Resolution Programs Act of 1986 (Stats 1986, Ch. 1313, SB 2064-Garamendi and Stats 1987, Ch. 28, SB 123-Garamendi) hereinafter referred to as the Act and/or DRPA, provides for the local establishment and funding of informal and voluntary alternate dispute resolution programs. The goal of the Act is the creation of a statewide system of locally funded programs that will provide dispute resolution services (primarily conciliation and mediation) to county residents. These services assist in resolving problems informally and function as alternatives to more formal court proceedings.

WHEREAS in FY94/95 the PARTIES executed an Agreement for Alternate Dispute Resolution Program services, which was extended for each ensuing fiscal year through fiscal year 2001/2002. Further, for fiscal years 2002/2003 and 2003/2004 the PARTIES executed extended Agreements to maintain dispute resolution program services in Placer County; and

WHEREAS, in March 2004 the COUNTY released Request for Proposals (RFP) #9311 entitled "Alternate Dispute Resolution Services " in accordance with the California Dispute Resolution Programs Act of 1986 (Act) for services effective July 1, 2004; and

WHEREAS, the CONTRACTOR was determined, pursuant to an RFP review panel-scoring process, to have submitted the most viable proposal for continuing dispute resolution services in Placer County, and at its June 22, 2004 meeting the COUNTY Board of Supervisors approved the bid award to CONTRACTOR and authorized staff to execute an Agreement not to exceed \$130,000.

WHEREAS, in June 2006 the PARTIES executed a Contract Amendment to extend the time frame for services beginning July 1, 2004 to include two additional years through June 30, 2008.

WHEREAS, in April 2008, Placer County Procurement did not recommend conducting another RFP process since the Purchasing Policy Manual, Section 1.3 (a) supports an exception to competition for this professional services contract which involves extended analysis, the exercise of discretion and independent judgment in its performance and an advanced, specialized type of knowledge and expertise on the part of the consultant, which Placer Dispute Resolution Service has definitely demonstrated.

**NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. SERVICE DESCRIPTION**

Alternate dispute resolution programs provide services (primarily conciliation and mediation) that are voluntary to the participants, including 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 the formal judicial system.

**2. APPLICABLE LAWS**

CONTRACTOR shall provide its alternate dispute resolution services in accordance with the Act, the Regulations, and other applicable federal and state statutes, regulations, and directives and any changes or amendments thereto. The laws of the State of California shall principally govern this Agreement, and the State Department of Consumer Affairs has authority, pursuant to applicable sections of the Business and Professions Code, to monitor and evaluate funded programs as to compliance with the dispute resolution program rules and regulations.

**3. TOTAL CONTRACT VALUE**

Funds available under this Agreement are \$72,900 per fiscal year, for a contract total of \$145,800, payable in twenty-four (24) monthly installments of \$6,075, unless funds available through the COUNTY Dispute Resolution Trust Fund become deficient pursuant to Section 5.5 herein.

**4. ADMINISTRATIVE COSTS**

In accordance with DRPA Section 469, the County shall use 10 percent of the funds available through DRPA distributions to finance the administration of the Dispute Resolution Program. County will exercise this option annually at the close of each fiscal year by transferring funds from the DRPA Trust Fund.

**5. AGREEMENT PERIOD/TERMINATION**

5.1 This Agreement is effective for services beginning July 1, 2008 and ending June 30, 2010;

5.2 General and Specific Termination: Either PARTY may terminate this Agreement without cause upon ninety days written notice, and COUNTY may terminate this Agreement upon thirty days written notice for failure to adhere to the terms and conditions herein.

5.3 If either such termination pursuant to Section 5.2 herein is effected, an equitable adjustment in the financial value provided for in this Agreement shall be made to provide payment to PDRS for the time period prior to the effective date of termination provided, however, COUNTY shall not in any manner be liable for lost benefits that might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. Upon receipt of termination notice, CONTRACTOR shall promptly discontinue services, unless the notice specifically directs otherwise,

and shall deliver promptly to COUNTY, and transfer title of all completed cases and cases in progress.

- 5.4 Inaccuracies or Misrepresentations: If, in the administration of this Agreement, the COUNTY determines that CONTRACTOR made a material misstatement or misrepresentation, or that materially inaccurate information was provided to the COUNTY in the course of the administration of this Agreement, this Agreement may be immediately terminated by COUNTY. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.
- 5.5 Funding Availability: It is understood and agreed that the COUNTY may immediately terminate or amend this Agreement if sufficient funds are no longer available to the COUNTY from the Trust Fund.
- 5.6 Agreement Extension Option: Upon written agreement between the PARTIES, this Agreement may be extended for up to two fiscal years, at which time the PARTIES reserve the right to renegotiate the total Agreement value based on available DRPA funding levels determined by the COUNTY to be constant, consistent and reliable. Accordingly, CONTRACTOR'S scope of work is expected to adjust in relationship to any funding variances.

## 6. SCOPE OF WORK

- 6.1 The required scope of work under this Agreement shall be consistent with the required scope of work detailed in Attachment A.
- 6.2 Should the "Funds Available" fall below \$72,900 per fiscal year as stated in Section 3 herein, CONTRACTOR shall make every attempt to provide services in an amount no less than commensurate with the prorated value of funding provided.

## 7. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials that may be required for furnishing services pursuant to this Agreement.

## 8. STANDARDS OF PERFORMANCE

CONTRACTOR shall perform all services pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All services that CONTRACTOR delivers to the COUNTY pursuant to this Agreement shall be prepared in a manner acceptable to the COUNTY and conform to the standards or quality normally practiced by a person in CONTRACTOR'S profession.

9. CONFLICT OF INTEREST

CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY in writing.

10. OWNERSHIP OF INFORMATION

All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall remain the property of CONTRACTOR. CONTRACTOR agrees to provide all statistical information needed by COUNTY under State law and required under the Scope of Work of this Agreement on completion of the services hereunder.

11. MONTHLY INVOICING AND PAYMENTS

11.1 No later than fifteen days following the end of the service month, CONTRACTOR shall submit a monthly invoice to the COUNTY on its corporate letterhead, indicating the service month for which the invoice applies. COUNTY shall render payments within twenty business days of receipt of CONTRACTOR'S invoice.

11.2 Notwithstanding any other terms of this Agreement, no payments shall be made to CONTRACTOR unless and until valid insurance certificates are filed with COUNTY in accordance with Attachment B; and unless and until COUNTY is satisfied that work of a certain value has been rendered pursuant to this Agreement. COUNTY shall not unreasonably withhold payment and, if a dispute exists, the amount of any withheld payment shall be proportional only to the issue in dispute.

12. PARTICIPANT FEES

In accordance with DRPA Section 467.2 C, CONTRACTOR shall assess participant fees on a sliding scale basis, and without cost to indigents. The definition of indigent includes, but is not limited to, persons whose income and resources meet the financial qualifications for federal Supplemental Security Income (SSI) benefits. All participant fees shall be dedicated 100% to the furtherance of the dispute resolution program pursuant to this Agreement, and no other program or project.

13. QUARTERLY REPORTS

CONTRACTOR shall submit agreed upon quarterly reports that include, but are not necessarily limited to, the information specified in Attachment A – Scope of Work of this Agreement and/or as subsequently prescribed by the COUNTY, no later than twenty business days following the end of the month of each calendar quarter; such calendar quarter endings are September, December, March, and June.

14. ANNUAL FISCAL AND STATISTICAL REPORTS

14.1 Within 90 days of the close of each fiscal year of the Agreement period, (June 30, 2009 and June 30, 2010) CONTRACTOR shall submit to the COUNTY Program Coordinator or designee and the state Department of

Consumer Affairs, a financial report of fiscal accountability prepared by an independent accountant in a format approved by the COUNTY.

14.2 Within 90 days of the close of each fiscal year of the Agreement period, (June 30, 2009 and June 30, 2010) CONTRACTOR shall submit to the COUNTY Program Coordinator or designee and the state Department of Consumer Affairs, a statistical report including the number of referrals, categories, or types of cases referred to the program; the number of person served by the program; the number of disputes resolved; the nature of the disputes resolved; rates of compliance; the number of person utilizing the process more than once; the duration of and the estimated costs of the hearings conducted by the programs. This data shall maintain the confidentiality and anonymity of the person employing the dispute resolution process.

15. CONTRACTOR LISTED ON COUNTY WEB SITE

Throughout the term of this Agreement, CONTRACTOR shall be linked to, or provide ongoing updated information to the COUNTY for placement on the COUNTY worldwide web site as the provider of Alternate Dispute Resolution Services in Placer County.

16. PROGRAM REVIEW AND EVALUATION

16.1 Records - CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to the COUNTY.

16.2 County Access to Records - In accordance with DRPA Section 470.1, County may inspect, examine and audit the fiscal affairs of the program and the projects funded under the DRPA, at any reasonable time during normal business hours, by any person designated by the COUNTY Dispute Resolution Program Coordinator or designee. CONTRACTOR shall assure the provision of reasonable and adequate workspace for any such periodic review.

16.3 In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, CONTRACTOR shall notify the COUNTY within one COUNTY business day by telephone, with a confirmation to the COUNTY in writing within five business days thereafter.

17. DISCRIMINATORY CONDUCT PROHIBITED

CONTRACTOR shall not unlawfully discriminate or knowingly permit unlawful discrimination on the basis of race, color, gender, religion, national origin, age, disability, sexual orientation, political beliefs, veteran's status, or any other legally protected characteristic with respect to employment, subcontracting, and service provisions.

18. PLACER COUNTY CODE OF ETHICS

18.1 In 1997 Placer County adopted a Code of Ethics, which is included in the Placer County Administrative Rules, Chapter 16. The Code of Ethics addresses the following subjects: a) Confidential Information -- Disclosure prohibited; b) Incompatible Activity; c) Gifts and Gratuities; d) Favored Treatment; e) Influence Decision; f) Uphold Laws; g) Diligent Work and Effort; h) Be Efficient and Economical; i) Expose Corruption; j) Public Office Held as Public Trust; k) Private Use of Government Resources Prohibited; l) Honesty and Integrity in Public Duties. A complete copy of the Placer County Code of Ethics is located on the Placer County web site: [www.placer.ca.gov](http://www.placer.ca.gov).

18.2 CONTRACTOR certifies that it shall abide by the Placer County Code of Ethics as it relates to the general administration of this Agreement and as it relates to business interactions with COUNTY representatives and staff.

19. INSURANCE AND INDEMNITY REQUIREMENTS

Insurance and indemnity requirements are located in Attachment B herein.

20. CONTRACTOR NOT COUNTY AGENT

CONTRACTOR shall have no authority, express or implied, to act on behalf of the COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement, to bind the County to any obligation whatsoever.

21. WAIVER

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

22. COMPREHENSIVE AGREEMENT

This Agreement contains the entire understanding of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

23. ASSIGNMENT AND SUBCONTRACTING

23.1 This Agreement is not assignable by CONTRACTOR, in whole or in part, without the advance written consent of the COUNTY; as such, CONTRACTOR agrees not to enter into any subcontracting agreements for work contemplated under this Agreement without first obtaining written approval from the COUNTY. COUNTY expressly agrees to subcontract with Solutions Strategies. CONTRACTOR shall not assign any monies due or to become due herein without the prior written consent of COUNTY.

23.2 Alteration - No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties except as expressly provided in Section 5 herein.

24. INDEPENDENT CONTRACTOR

24.1 At all times during the term of this Agreement, CONTRACTOR shall be an independent CONTRACTOR and not an employee of the COUNTY. COUNTY shall have the right to control CONTRACTOR only to the extent that such control relates to the results of the CONTRACTOR'S services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

24.2 In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent CONTRACTOR'S, 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, 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.

25. AUDITING FINANCIAL RECORDS

An audit shall be conducted at the beginning of this Agreement period in accordance with generally accepted auditing standards (GAAS). Such audit will provide CONTRACTOR and COUNTY with an independent auditor's report, financial statements and accompanying notes along with a report on CONTRACTOR'S internal control over financial reporting. In accordance with GAAS, the auditor is required to identify and disclose any internal control deficiencies that were identified during the course of the audit. The cost of the audit will be paid from the DRPA Trust Fund. Based on the findings of the audit, an on-going financial reporting mechanism will be developed and approved by the COUNTY.

26. GOVERNING LAW

This Agreement is executed, and shall be performed in the State of California, and the laws of California shall govern its interpretation and effect. Any legal proceedings regarding this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. CONTRACTOR hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

27. CONTRACTOR CONTACT SPECIFIED:

CONTRACTOR'S President of the Board of Directors and/or his or her designee shall be the point of contact for the COUNTY Dispute Resolution Program Coordinator or designee for all matters related to in this Agreement.



28. NOTIFICATION

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY:  
Placer County Executive Office  
Attn: Dispute Resolution Coordinator  
175 Fulweiler Avenue  
Auburn, CA 95603  
Phone: 530-886-4030  
Fax: 530-889-4085  
Email: briggan@placer.ca.gov

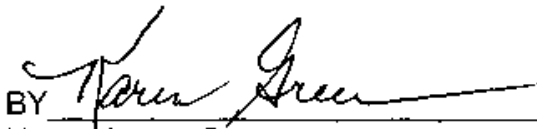
CONTRACTOR:  
Placer Dispute Resolution Service  
Attn: President of the Board  
P.O. Box 1771  
Loomis, CA 95650-1771  
Phone: 916-645-9260  
Fax: 916-663-2965  
Email: karen@green@peercourt.com

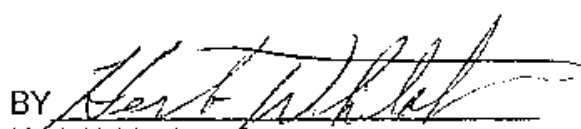
Any notice so delivered personally is deemed received on the date of delivery, and any notice mailed is deemed received five (5) days after the date on which it was mailed.

IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Agreement to be executed as of the date first above written.

"CONTRACTOR"

"CONTRACTOR"

BY   
Karen Green, President  
Placer Dispute Resolution Service

BY   
Herb Whittaker, Secretary  
Placer Dispute Resolution Service

"COUNTY"

APPROVED AS TO FORM:

BY \_\_\_\_\_  
Jim Holmes, Chairman  
Placer County Board of Supervisors

BY \_\_\_\_\_  
Anthony LaBouff, County Counsel  
Office of Placer County Counsel

Attachment A: Scope of Work  
Attachment B: Insurance and Indemnity Requirements

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## ATTACHMENT A - SCOPE OF WORK

### Program Policies and Service Priorities for this Contract

It is the goal of Placer County to promote the use of conflict management and dispute resolution skills throughout the County. The priorities for the disbursement of 2008-2010 DRPA funds in Placer County, and for services provided by the contracting DRPA service provider, are as follows:

1. Providing early, effective and low-cost dispute resolution services to individuals, business groups, public agencies and other organizations at the earliest possible point in conflicts, to maximize effective community interactions, to minimize the destructive potential of disputes and to develop and utilize a trained resource group of community volunteers for this purpose. Early intervention shall be encouraged by systematic outreach to public and private service agencies that have historically experienced disputes. Disputes that are resolved as early as possible minimize the cost to the community in time, resources, and community cohesion. Accordingly, CONTRACTOR shall take all reasonable steps to promote the use of DRPA-funded services before disputes consume substantial resources from other entities, including public agencies and private organizations. An emphasis shall be placed on minimizing the costs of individual DRPA mediations, which shall not exceed the cost for similar services available elsewhere in the County and State.
2. Promoting and advocating the use of early and cost-effective dispute resolution services. Continuous community outreach and education shall be provided by CONTRACTOR, including print media exposure as well as promotional efforts through various community organizations and their newsletters. Public agencies and private organizations are to be regularly solicited for receipt of dispute resolution services, and then served by CONTRACTOR. These shall include but are not limited to: government agencies and functions such as animal control, police, sheriff, county planning, city and county attorneys, public schools; and private organizations such as bar and trade associations, industry, employers and employee groups, civic service clubs and community advocacy organizations; as well as other public or private organizations that interact with citizens having potential conflicts that might be best resolved through this type of service.
3. Teaching conflict management skills to as many individuals as possible; promoting and teaching the skills necessary for individuals to resolve disputes on their own. It shall be the goal of CONTRACTOR to train a broad cross-section of the community in conflict management skills. Through facilitated face-to-face interaction between disputants, parties in conflict can learn to resolve disputes effectively. In training volunteer community mediators to model appropriate conflict management skills, it is expected that disputants will then leave the mediation experience with a greater ability to peacefully handle their own future conflicts without professional intervention.

## Community Mediation Services and Activities

CONTRACTOR shall meet the following specific requirements:

### 1. CONFLICT RESOLUTION SERVICES –

Provide countywide, community-based, conflict resolution services, including:

- a. Availability of services, countywide, is essential to continued funding. Telephone calls shall be answered by staff or volunteers during regular business hours. Voicemail service shall be maintained after hours, and during those times when staff is not available.
- b. An intake and case development process for information, case review and referral or recommendation of the most appropriate dispute resolution process, providing: (1) referral of those cases not appropriate for these dispute resolution services to an appropriate resource, (2) conciliation services to one or more than one party to assist in self-resolution of the dispute, and (3) face-to-face, multi-party, community mediation.
- c. Provision of a recommended 90 IPAs per quarter. This anticipates a total of 360 IPAs for FY 2008/2009 and 360 IPAs for FY 2009/2010.
- d. Mediations conducted by trained neutral panels of volunteer and staff mediators, selected to suit the needs of each case, according to best practices in this field.

### 2. ADVOCACY AND OUTREACH –

Conduct community outreach, program advocacy and marketing in an effort to recruit volunteers and to expand referral opportunities, including:

- a. An average of one presentation per month to private businesses; civic organizations and governmental agencies, including: chambers of commerce, social welfare organizations, trade groups, property owners/managers, and any other groups that may make referrals to CONTRACTOR. In selecting groups for these presentations, priority shall be given to organizations that have not been previously addressed. A brief presentation summary shall be drafted by CONTRACTOR and provided to the County Dispute Resolution Coordinator or designee in CONTRACTOR'S quarterly report. CONTRACTOR will make periodic contact with COUNTY for internal County opportunities for presentations.
- b. One to two annual distributions of press releases (or articles) and public service announcements to appropriate local media, followed by telephone calls to individuals in news organizations, if determined necessary to improve the chances of coverage. Such releases, articles and announcements shall strive for originality and creativity, and to avoid repetition and redundancy. Copies of such releases, articles and announcements, along with a list of the media outlets utilized, shall be

maintained by CONTRACTOR and provided to the County Dispute Resolution Coordinator or designee in CONTRACTOR'S quarterly report.

c. One annual stakeholder meeting with the Dispute Resolution Coordinator or designee and representatives from the District Attorney's office, the police departments of all cities within Placer County, the sheriffs department, planning, animal control, and other appropriate city and county departments in order to identify the service needs of these agencies, and to advocate dispute resolution service referrals to CONTRACTOR. Meeting is to be conducted with the goal of increasing mediations of disputes in court-related caseloads, including: Small Claims Mediation; Civil-Harassment TRO Mediation; Juvenile Restorative Justice (including victim/offender and parent/teen) Mediation; and new court-related programs as developed.

### 3. TRAINING AND DEVELOPMENT

Train a broad cross-section of the community in mediation and conflict management skills, and provide volunteer opportunities for trained individuals to refine their skills and to become trainers in those skills, including:

a. A minimum of one session per year to train new mediators in basic mediation skills or one session per year to provide continuing education activities for trained mediators, to ensure the evolution of skill levels. Initial training session shall meet the requirements of the California DRPA guidelines for training mediators. Trainees shall be solicited from all parts of the County.

b. Community members shall be recruited as volunteer mediators. Recruitment efforts shall be designed to ensure that a roster of trained volunteers is always available to mediate client disputes and to provide other volunteer assistance to CONTRACTOR.

### **Development of Outside Sources of Revenue**

It shall be a priority of CONTRACTOR, as part of their contractual obligation, to seek additional revenue by offering fee-based mediation, conflict management consulting, and training programs to individuals, governmental agencies, and private businesses or organizations.

### **Program Administration; Records and Reporting**

1. CONTRACTOR shall maintain all client records in a database or other suitable computer record. This data must be current at the end of each quarter, and a report that is up-to-date shall be provided to the Dispute Resolution Coordinator or designee.

2. CONTRACTOR shall track and record the number of IPAs (Inquire/Problem Assessment i.e. initial phone contact), cases, and conflict resolution mediation activities conducted, by type or category of dispute, including the type of service provided and the outcome, as well as available client evaluations of the services provided.

3. CONTRACTOR shall track and record the number of advocacy and outreach activities conducted, along with the outcomes of those efforts.
4. CONTRACTOR shall track and record the number of training and development activities conducted, including the number of mediators trained, the number of volunteer and other mediators added or deleted from the mediator panel.

#### **Dispute Resolution Committee / County Responsibilities**

1. Monitor CONTRACTOR for contract compliance.
2. Review quarterly reports submitted by CONTRACTOR.
2. Offer direction, information, and assistance to CONTRACTOR where appropriate.
3. Provide payments to CONTRACTOR in accordance with Section 3 of the contract.
4. Otherwise support and supervise CONTRACTOR to ensure appropriate and successful Dispute Resolution services are provided in Placer County.

## Attachment B - Insurance and Indemnity Requirements

CONTRACTOR is responsible to purchase and shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A: VII showing the following coverage:

### A. Workers' Compensation and Employers' Liability Insurance

1. Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
2. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
3. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
4. CONTRACTOR shall require all sub-CONTRACTORS to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

### B. General Liability Insurance

1. Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of CONTRACTOR, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.
2. One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
3. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - a) One million dollars (\$1,000,000) each occurrence;
  - b) One million dollars (\$1,000,000) aggregate.

4. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.
  - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this Agreement, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a) The limits of liability shall not be less than:
  - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
  - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
  - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County, its officers, agents, employees and volunteers, and the County of Placer, its officers, agents, employees and volunteers, are to be covered as insured for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
2. "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
3. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

1. Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
2. Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Hold Harmless and Indemnification Agreement The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this Agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

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 CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made policy.