

AGREEMENT FOR SERVICES #339-S1311
AMENDMENT II

This Amendment II to that Agreement for Services #339-S1311, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the Superior Court of California, County of El Dorado, a government entity, duly qualified to conduct business in the State of California, whose principal place of business is 2850 Fairlane Court, Suite 110, Placerville, CA 95667; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide alternate dispute resolution program services of all civil limited and unlimited cases and family dissolution, legal separation, nullity and parentage disputes filed in El Dorado County, in accordance with Agreement for Services #339-S1311, date January 18, 2013 and its Amendment I, dated February 27, 2014, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the Not to Exceed amount of said Agreement, specify a Not to Exceed amount for each remaining fiscal year, and identify rates for additional services to said Agreement, hereby amending **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE X – Notice to Parties**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #339-S1311 shall be amended a second time as follows:

ARTICLES III and X are amended in their entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County’s receipt and approval of invoice(s) identifying services rendered. County shall pay for 49% of the actual costs based on the rates specified below. Actual costs are the billing rates specified below for the personnel providing services and are defined for purposes of this Agreement as the salary and all payroll related expenses, such as cost of benefits, workers compensation costs, and payroll taxes, and all telephone and related communication expenses.

Effective January 18, 2013, the billing rates shall be as follows:

| Classification | FY 12/13 January 2013 | FY 12/13 Feb - June 2013 |
|----------------|--------------------------|-----------------------------|
|----------------|--------------------------|-----------------------------|

| | | |
|----------------------------|---------|---------|
| Dispute Resolution Officer | \$65.39 | \$63.70 |
|----------------------------|---------|---------|

| Classification | FY 12/13 Jan – March 2013 | FY 12/13 April – June 2013 |
|----------------|------------------------------|-------------------------------|
|----------------|------------------------------|-------------------------------|

| | | |
|------------------------|---------|---------|
| CC2 Court Clerk 2 – CP | \$22.28 | \$22.82 |
|------------------------|---------|---------|

| Classification | FY 12/13 Jan – April 2013 | FY 12/13 May 2013 | FY 12/13 June 2013 |
|----------------|------------------------------|----------------------|-----------------------|
|----------------|------------------------------|----------------------|-----------------------|

| | | | |
|------------------------|---------|---------|---------|
| CC4 Court Clerk 4 – CP | \$38.70 | \$37.71 | \$36.72 |
|------------------------|---------|---------|---------|

| Classification | FY 12/13 Jan – April 2013 | FY 12/13 May 2013 | FY 12/13 June 2013 |
|----------------|------------------------------|----------------------|-----------------------|
|----------------|------------------------------|----------------------|-----------------------|

| | | | |
|------------------------|---------|---------|---------|
| CC4 Court Clerk 4 – MS | \$38.44 | \$37.65 | \$36.85 |
|------------------------|---------|---------|---------|

| Classification | FY 12/13 Jan – Feb 2013 | FY 12/13 March - April 2013 | FY 12/13 May 2013 | FY 12/13 June 2013 |
|----------------|----------------------------|--------------------------------|----------------------|-----------------------|
|----------------|----------------------------|--------------------------------|----------------------|-----------------------|

| | | | | |
|-------------------------|---------|---------|---------|---------|
| CC4 Court Clerk 4 – SLT | \$36.01 | \$38.53 | \$37.43 | \$36.32 |
|-------------------------|---------|---------|---------|---------|

| Classification | FY 12/13 Jan – April 2013 | FY 12/13 May 2013 | FY 12/13 June 2013 |
|----------------|------------------------------|----------------------|-----------------------|
|----------------|------------------------------|----------------------|-----------------------|

| | | | |
|------------------------|---------|---------|---------|
| CC5 Court Clerk 5 – CP | \$38.73 | \$38.30 | \$37.87 |
|------------------------|---------|---------|---------|

** CP = Cameron Park, MS = Main Street, SLT = South Lake Tahoe

| | Classification | FY 13/14 | FY 14/15 | FY15/16 | FY16/17 |
|-----|----------------|------------|------------|------------|------------|
| CC2 | Court Clerk 2 | \$22.47/hr | \$23.59/hr | \$24.77/hr | \$26.01/hr |
| CC3 | Court Clerk 3 | \$28.85/hr | \$30.29/hr | \$31.80/hr | \$33.39/hr |
| CC4 | Court Clerk 4 | \$36.13/hr | \$37.94/hr | \$39.84/hr | \$41.83/hr |
| CC5 | Court Clerk 5 | \$37.31/hr | \$39.18/hr | \$41.14/hr | \$43.20/hr |

Effective July 1, 2015, the following rates for these additional personnel shall take effect:

| Classification | | | FY15/16 | FY16/17 |
|--------------------|-----|-----|-------------|-------------|
| Court Commissioner | N/A | N/A | \$109.42/hr | \$114.89/hr |

The rate for assigned Temporary Judges shall be \$150.00 per day. Assignment shall be limited to two (2) days per week plus one (1) day per month.

Total amount of this Agreement shall not exceed \$341,558.00, with maximum annual amounts as follows:

| | | |
|------------------------------|----|-----------|
| FY 15/16 | \$ | 88,029.00 |
| FY 16/17 (<i>Optional</i>) | \$ | 88,029.00 |

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
 Chief Administrative Office
 330 Fair Lane
 Placerville, CA 95667
 ATTN: Laura Schwartz, Chief Budget Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO
2850 Fairlane Court, Suite 110
Placerville, CA 95667
ATTN: Jackie Davenport, Assistant Court Executive Officer

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of that Agreement #339-S1311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____

Laura Schwartz
Chief Budget Officer
Chief Administrative Office

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #339-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

SUPERIOR COURT OF CALIFORNIA
COUNTY OF EL DORADO

By: _____ Dated: _____
Honorable Suzanne N. Kingsbury
Presiding Judge
"Contractor"