



Jennifer Stebbins <jennifer.stebbins@edcgov.us>

Your ticket has been closed. Do NOT REPLY to this email.

3 messages

helpdesk@edcgov.us <helpdesk@edcgov.us>
To: jennifer.stebbins@edcgov.us

Thu, Aug 8, 2019 at 3:29 PM

If you reply to this email it will not go to County Counsel, If you have any questions regarding this ticket please compose a new email to legal.requests@edcgov.us or call their main number at ext. 5770.

Include in the new email the ticket # J889283531.

Your ticket was closed with the following resolution, by Sharon Carey-Stronck.

Received LSR, reviewed contract, researched legal issues related to amendments, sought clarification from Jennifer Stebbins, and followed up with P&C Sandy Ewert regarding potential use of a "Notice to Parties" as a means of amending the contract.

As noted above, the contract language specifically provides for payments to be made by the County. In addition, changes to the contract must be made via formally executed amendments. Since the PCI contract provided a *specific* term regarding annual invoicing, a formerly executed amendment would be required to change the invoicing schedule to a quarterly event.

To be clear, there are other situations in which the parties can reach less formal agreements (related to contract performance) as long as the new supplemental agreement does not conflict with existing contractual language. For example, the parties could reach consensus on aspects of the scope of work not previously addressed in the agreement and subsequently document such understanding in written correspondence (such as a "Notice to Parties"). This could only be accomplished informally if the newly agreed upon performance does not impact essential terms such as price/services/deliverables already defined by the agreement. It is also important to note that the enforceability of such supplemental correspondence is questionable. This type of correspondence would likely be interpreted by a reviewing court as a Memorandum of Understanding (MOU), as opposed to new and enforceable contractual terms.

While reviewing the PCI agreement and amendments, I also noticed that this was a perpetually renewing contract created in 2001. The County Procurement Policy, Section 4.5 requires Board approval for terms exceeding three years. Therefore it appears that this would be a good time to execute a new agreement with PCI instead of an amendment.

If you would like to discuss these issues further, please feel free to call or email me. I'm at x5667.

Regards,

Sharon Carey-Stronck
Deputy County Counsel

Thank you.

Jennifer Stebbins <jennifer.stebbins@edcgov.us>
To: Sharon Carey-Stronck <sharon.carey-stronck@edcgov.us>

Thu, Aug 15, 2019 at 12:31 PM

Sharon,

I don't know if you need/want to review or not, but attached is the draft Amendment III for the PCI #65 agreement changing from annual to quarterly billing. Amendment also reflect change in Assistant Treasurer-Tax Collector.

You mentioned that it might be a good time to execute a new agreement. The existing agreement along with all other perpetuals are approved annually by the Board of Supervisors.

Please let me know if you have any questions or concerns.

Jennifer Stebbins
530.621.5809
Sr. Department Analyst
County of El Dorado Treasurer-Tax Collector
[Quoted text hidden]

 **Amend III AGMT #65.doc**
45K

Sharon Carey-Stronck <sharon.carey-stronck@edcgov.us>
To: Jennifer Stebbins <jennifer.stebbins@edcgov.us>

Thu, Aug 15, 2019 at 3:41 PM

Thanks for the clarification on the perpetual contract Jennifer. The Amendment looks good.

Best,

Sharon

[Quoted text hidden]

--

Sharon Carey-Stronck
Deputy County Counsel
Office of the County Counsel
El Dorado County
(530) 621-5667

CONFIDENTIALITY NOTICE: This electronic communication with its contents may contain confidential and/or privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use, or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, or authorized to receive for the intended recipient, please contact the sender and destroy all copies of the communication. Thank you for your consideration.