

SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE

REQUEST FOR PROPOSALS

Dispute Resolution Services in accordance with the Dispute Resolution Program Act

***Butte County Superior Court
1 Court Street
Oroville, CA 95965
(530) 532-7013
FAX (530) 538-8567***

**Issued March 12, 2012
Responses due by April 6, 2012 1PM PST**

**REQUEST FOR PROPOSALS – Dispute Resolution Services
Butte County Superior Court
Oroville, California**

INTRODUCTION

Butte County Superior Court [Coordinator] is seeking a firm to develop and deliver Dispute Resolution Services in accordance with the Dispute Resolution Program Act, Business and Professions Code Sections 465 et. seq. and California Code of Regulations, Title 16, Chapter 36.

Coordinator, acting as an agent for the County of Butte, intends to recommend to the County to award a three year contract to a firm (or firms) that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm (or firms) will be required to enter into a contract with the County of Butte for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The County of Butte intends to award a contract substantially in the form of the Model Contract to the selected contractor(s). Multiple awards may be issued to meet the needs of the Coordinator and the County.

BACKGROUND

The County of Butte has designated the Coordinator to become its designee and agent for coordinating Dispute Resolution Services, and as such, Coordinator is conducting this RFP to select the service provider(s) that is (are) best able to deliver the services below. At the conclusion of the RFP, the selected service provider(s) will enter into a contract with the County of Butte to provide said services.

SCOPE OF SERVICES

Overview. The successful service provider(s) will be responsible for providing services in accordance with the Dispute Resolution Program:

- 1. Mediation Services.** The service provider(s) will provide Small Claims, Unlawful Detainer and Civil Harassment mediation services (or some combination thereof) to the public in order to provide a means to resolve conflicts and disagreements in a satisfactory manner, to prevent escalation of conflicts, and to demonstrate that individuals and communities are capable of resolving conflicts out of court.
- 2. Frequency of Services.** The service provider(s) will provide at least one mediator for every regularly scheduled Coordinator Small Claims, Unlawful Detainer and Civil Harassment calendars (or some combination thereof) during the contract period. All mediations are to occur at courthouse locations, during normally scheduled court hours.
- 3. Administration of Services.** The service provider(s) will perform all required reporting requirements per the Dispute Resolutions Act, and present said information to the Coordinator on an as needed basis.

MATCHING REQUIREMENT

Pursuant to grant requirements, a 50% match is required of total projected costs over any year period of the grant. Monies requested by the service provider shall be used solely for Dispute Resolution Services.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

A. Coordinator Contact Person:

Submit one signed, unbound original and four (4) complete copies of the submittal to:

Scott Miller
Superior Court of California, County of Butte
1 Court Street
Oroville, CA 95965

This person will serve as the Coordinator's contact person for this project who will also respond directly with the contractor's project manager for questions, inquiries, and coordination.

B. Mandatory Content and Sequence of Submittal:

1. Cover Letter

Section 1 shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the firm's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

2. Table of Contents

Section 2 shall be a detailed Table of Contents and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

3. Contractor Capabilities

Section 3 shall be a maximum of six pages (not including resumes) entitled "Contractor Capabilities", and shall include a description of the proposing firm's resources, experience, and capabilities as listed below for successfully developing and completing this project as well as resumes of the staff to be assigned to the project. Submit in the order identified below:

- a. Background and Experience. In this section, describe your firm's background, its organizational

structure, identify decision-making roles, and why this is advantageous to the project. Describe the roles and background of the design team leader and key team members. Describe the firm's demonstrated experience in developing Dispute Resolution Services.

- b. Key Personnel. Provide resumes describing the background and qualifications of key personnel your firm would use on this project, including any subcontractors that are considered as key personnel on this project.
- c. Scheduling. Delineate the project scheduling process your firm uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work on time.

4. Firm's Experience Summary

Section 4 shall be a maximum of eight pages entitled "Firm's Experience Summary" (please limit to three (3) projects), and shall briefly describe related past projects completed along with a discussion comparing similarities with this proposed project. Section 4 shall also contain professional references, including names and telephone numbers for each sample project.

5. Work Plan

Section 5 shall be a maximum of six pages entitled "Work Plan", and will outline how the contractor's team intends to prepare and complete all tasks identified in their proposal, and anticipated timelines for each task for this project.

6. Cost

The cost portion of the proposal shall identify a breakout of the pricing for each element of the proposed project.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project.

7. Draft Scope of Work

Contractors should submit a draft Scope of Work that is intended to be incorporated as Attachment II in the resultant contract. The Contract will have a scope of work that is substantially similar to Exhibit A, Attachment II.

8. Dispute Resolution Compliance

Section 8 shall identify how the contractor will comply with the requirements and regulations of the Dispute Resolution Program Act, including but not limited to how the contractor will comply with the matching fund requirement, and all reporting requirements of the act. Additionally; applications shall identify or provide;

- a. Evidence of compliance with Business and Professions Codes 467.2, 467.3, and 467.4.
- b. A description of available dispute resolution services and facilities within the defined geographical area.
- c. A description of the applicant's proposed program, by type and purpose, including evidence of community support, the present availability of resources, and the applicant's administrative capability.

- d. A description of existing or planned cooperation between the applicant and local human service and justice system agencies.
- e. A demonstrated effort on the part of the applicant to show the manner in which funds that may be awarded under this program may be coordinated or consolidated with other local, state, or federal funds available for the activities described in Business and Professions Codes 467.2, 467.3, and 467.4.
- f. An explanation of the methods to be used for selecting and training mediators and other facilitators used in the dispute resolution process.
- g. A description of the applicant's organizational structure, including that of any sponsoring or parent organizations.
- h. A description of the proposed geographic area of service, the service population, and the number of persons the applicant will have the capacity to serve on an annual basis.
- i. A description of the types of disputes to be handled, the types of dispute resolution services to be offered, and any restrictions to be imposed by the program.
- j. A description of any fee schedule to be used.
- k. A statement that in hiring staff, recruiting volunteers, or rendering services, the applicant will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation or age.

9. Certification of Eligibility

Section 9 shall certify that the contractor is one of the following:

- a. A distinct, definitive unit of a governmental entity with a separate and identifiable annual budget;
- b. A nonpartisan, nonprofit corporation; or
- c. A distinct, definitive component or project of a nonpartisan, nonprofit corporation with a separate and identifiable annual budget.

A nonpartisan, nonprofit corporation or component thereof must also provide evidence that is exempt from federal taxation under Internal Revenue Code Section 501(c)(3) or has an application for under Internal Revenue Code Section 501(c)(3) pending before the Internal Revenue Service.

SELECTION PROCESS

The selection committee will include representatives from Coordinator. The selection criteria is provided below:

- (1) Reputation and Experience. Does the contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the contractor have sufficient experience in the kind of work required?
- (2) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?

- (3) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?
- (4) Proximity of the Firm. Other factors being equal or relatively insignificant, the Court shall strive to retain firms based in the local area.
- (5) Financial Stability of the Firm. Does the firm have financial strength and stability?
- (6) Cost. Is the cost reasonable for the proposed task?
- (7) Compliance. Is the firm able to provide evidence of compliance and eligibility with Dispute Resolutions Program Act regulations?

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

NOTICES

Any questions related to this RFP are to be directed to the Court contact person identified above. Do not contact other Court personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. All work performed for the County of Butte, including all documents associated with the project, shall become the exclusive property of the County of Butte.
- B. Coordinator reserves the right to:
 1. Reject any or all submittals;
 2. Request clarification of any submitted information;
 3. Waive any informalities or irregularities in any qualification statement;
 4. Not enter into any contract;
 5. Not to select any firm;
 6. Cancel this process at any time;
 7. Amend this process at any time;
 8. Interview firms prior to award;
 9. Enter into negotiations with one or more firms;
 10. To award more than one contract if it is in the best interest of the Court and County;
 11. To issue similar RFPs or RFQs in the future; or
 12. To request additional information during the interview.
- C. The selected firm(s) is (are) expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Coordinator or the County of Butte.
- E. Contractors that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to

the Assistant Court Executive Officer, 1 Court Street Oroville, CA 95965.

Companies that have received a debriefing but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the General Services Director, 2081 2nd Street, Oroville, CA 95965. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor capabilities, project characteristics and/or pricing features that were not included in the contractor's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved person or company knows or should have know of the facts giving rise thereto or within seven working days following the debriefing.

MODEL CONTRACT

The firm(s) selected shall be expected to execute a contract substantially similar to the one shown as Exhibit A.

DISCLOSURE OF INFORMATION

All information and materials submitted in response to this RFP may be reproduced for the purpose of providing copies to authorized Court or County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the Court and County in any subsequent legal action based on its withholding.

TIMING AND SCHEDULE

All responses to this RFP must be submitted on or before 1:00pm on April 6.

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE.

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).]
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

B. MINIMUM LIMITS OF INSURANCE.

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

1.) General liability insurance policies shall be endorsed to state:

- a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) Construction contracts. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT II

SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

SERVICES PROVIDED

CONTRACTOR shall be the service provider of the Butte County Dispute Resolution Program and shall provide dispute resolution services in accordance with the Dispute Resolution Program Act, Business and Professions Code Sections 465 et. seq. and California Code of Regulations, Title 16, Chapter 36, and any changes and amendments thereto.

CONTRACTOR shall be responsible for the following services in connection with the Dispute Resolution Program:

- (a) CONTRACTOR will provide Small Claims, Unlawful Detainer and Civil Harassment mediation services to the public in order to provide a means to resolve conflicts and disagreements in a satisfactory manner, to prevent escalation of conflicts, and to demonstrate that individuals and communities are capable of resolving conflicts out of court. CONTRACTOR will provide such services in a manner compliant with California Rule of Court 3.850 et. seq.
- (b) CONTRACTOR will provide at least one mediator for every regularly scheduled Coordinator, State of California (hereinafter "Court") Small Claims, Unlawful Detainer and Civil Harassment calendars from TBD through TBD. All mediations are to occur at courthouse locations, during normally scheduled court hours. The frequency and mediation case types may change depending on the operational needs of the Coordinator. Any such change will be communicated to the CONTRACTOR with 30 days written notice, and will be codified with a written amendment to the contract herein.
- (c) It is understood CONTRACTOR may recruit, train and supervise volunteers, interns and paid staff to assist in the provision of mediation services pursuant to this Agreement. All volunteer mediators, interns and paid staff providing services under this Agreement shall be trained in accordance with the terms of the Dispute Resolution Act and Regulations.

CONTRACTOR will work directly with the Coordinator in connection with the Dispute Resolution Program:

- (a) Providing a suitable site for the implementation and delivery of dispute resolution services. All dispute resolution services shall only be provided in Court facilities.
- (b) Preparing all required reports pursuant to the Dispute Resolution Program Act. The precise terms of the evaluation process will be determined at a later date, however, it is anticipated that the evaluation will include the following:
 - a. Data on the number of Project cases filed with the court.
 - b. Sampling review of Project work product and case outcomes.
 - c. Ongoing feedback as to benefits or problems with the Project services.
- (c) Assisting in the referral of litigants to the Project.
- (d) Meeting on a quarterly basis to evaluate the operation of the Project.
- (e) Providing necessary information on Court procedures, e.g. court rules, schedules, fees, etc.
- (f) To the extent possible and necessary for the efficient delivery of assistance to litigants, assisting in making Court files or information regarding the status of pending cases available to Project staff or pro per litigants

seeking service.

Contractor Compensation:

TBD

COUNTY RESPONSIBILITY

COUNTY may have certain requirements imposed upon it as the result of grant conditions. To the extent possible, these requirements become the direct responsibility of CONTRACTOR to assure that all grant conditions and obligations under Dispute Resolution Program Act and Regulations are met.

County's sole responsibility is to provide funding for the program. County will provide funding exclusively from the portion of Court filing fees designated for alternate dispute resolution services. County will not use general funds nor any other fund other than designated Court filing fees for the program.

Upon receipt of each proper quarterly invoice, as described in Attachment II, County will issue payment.

Attachment III

TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.