

# **CONTRACT FOR SERVICES BETWEEN RENNE SLOAN HOLTZMAN SAKAI LLP AND THE COUNTY OF SAN LUIS OBISPO**

This Agreement for Services is entered into this 1<sup>st</sup> day of July, 2016, by and between Renne Sloan Holtzman Sakai LLP (hereinafter referred to as "Firm" or "RSHS") and the County of San Luis Obispo (hereinafter referred to as "County"), a public entity and legal subdivision of the State of California.

**WHEREAS**, approximately 60% of the County's operating budgets are comprised of personnel costs; and

**WHEREAS**, some of the biggest financial decisions the Board of Supervisors will make involve economic commitments at the bargaining table; and

**WHEREAS**, it is of critical importance that the Board of Supervisors ensure the County's labor relations program is operating at maximum efficiency; and

**WHEREAS**, Renne Sloan Holtzman Sakai has extensive experience in providing effective and creative labor relations and labor law services to public sector agencies; and

**WHEREAS**, County desires to engage the services of RSHS to provide specialized services in the area of labor relations and labor law and to assist the County in creating and maintaining an efficient, professional and cost effective labor relations program.

**NOW THEREFORE**, in consideration of the conditions and agreements set forth herein, the parties mutually agree as follows:

## **A. SCOPE OF SERVICES**

Renne Sloan Holtzman Sakai LLP will provide professional services in labor relations/labor law services in the following areas, as assigned by the County and agreed by the Firm:

1. Negotiations with County's unions
  - a. Preparation and meetings with teams
  - b. Proposal development and drafting
  - c. Preparing cost estimates
  - d. Communications tasks, both internal and external
2. Representation of the County in any impasse proceedings
3. Board orientation and meetings
4. Advice and representation as needed on other labor relations/labor law matters as requested by the County
5. Provide regular and timely updates on all services within this scope as required by County

The scope of work as identified herein will be coordinated and led by Jeffrey Sloan, with assistance of other members of the Firm.

Extra work or changes in the scope of work, time of performance and amount of compensation, shall be mutually agreed upon in writing.

**B. COMPENSATION AND BILLING FOR SERVICES**

All work will be billed in accordance with Exhibit A, attached hereto and incorporated herein.

**C. EFFECTIVE DATE AND TERM OF CONTRACT**

1. The effective date of this Contract is July 1, 2016.
2. Unless terminated earlier, pursuant to the provisions of the Contract, the term of this Contract shall be from its effective date through June 30, 2017.
3. Upon mutual written agreement, the County Human Resources Director may offer to extend the Contract on an annual basis.

**D. GENERAL CONDITIONS**

1. Termination for Convenience: Either party may terminate this contract at any time by giving to the other party at least thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Firm shall be paid for all work satisfactorily completed prior to the effective date of said termination.
2. Entire Agreement and Modifications: This contract supersedes all previous contracts and agreements between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this contract. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties.
3. Governing Law: This contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
4. Waiver: No delay or failure on the part of any party hereto in exercising any right, power or privilege under this contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
5. Severability: The parties agree that if any provision of this contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

6. Notices: All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed or sent by a nationally recognized overnight courier to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

To the Firm at:

Jeffrey Sloan, Partner  
Renne Sloan Holtzman Sakai LLP  
350 Sansome Street, Suite 300  
San Francisco, CA 94104  
Fax (415) 678-3838

and to the County at:

Tami Douglas-Schatz, Human Resources Director  
1055 Monterey Street, Suite D250  
San Luis Obispo, CA 93408  
Fax (805) 781-1044

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (c) in the case of mailing, on the third business day following posting.

7. Conflict of Interest: Firm covenants that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by Firm.

No member, officer, or employee of the County during their tenure, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. The Firm is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The Firm shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The Firm shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the Firm must declare a conflict of interest, the Firm shall forthwith report the conflict, in writing, to the County and shall provide any additional details requested by the County in a timely manner.

8. Indemnification: Each party shall defend, indemnify and hold harmless the other party, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnification will not extend to

any claims or losses arising out of the sole negligence or willful misconduct of the parties, their officers, or employees.

9. Insurance: Firm shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Contract such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than B+VIII and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality which the County Risk Manager has approved in writing.

a. General Requirements: The following requirements apply to all insurance to be provided by Firm:

i. A Certificate of Insurance shall be furnished to County prior to commencement of work. Upon request by the County, Firm shall provide a certified copy of any insurance policy to the County within ten (10) working days.

ii. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to County.

iii. Approval of the insurance by County shall not relieve or decrease the extent to which the Firm may be held responsible for payment of damages resulting from Firm's services or operations pursuant to this contract.

iv. The parties expressly agree that the insurance clauses in this contract are an integral part of the performance exchanged in this contract. The compensation stated in this contract includes compensation for the risks transferred to Firm by the insurance clauses.

b. Professional Liability Insurance: Firm shall maintain in full force and effect during the entire term of this Contract, professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000 per claim or occurrence to cover all services rendered by Firm pursuant to this Contract.

c. Commercial General Liability (CGL): Firm shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$1,000,000; and including the following coverages:

i. Personal injury and bodily injury, including death resulting therefrom

ii. Property damage

iii. Automobile coverage which shall include owned, non-owned and hired vehicles

iv. The following endorsements must be provided in the CGL policy:

1. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
2. The policy must cover personal injury as well as bodily injury.
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this contract shall be construed to require Firm's insurance to indemnify County in contravention of Insurance Code 11580.04.

d. Worker's Compensation Insurance: In accordance with the provisions of Labor Code Section 3700, if Firm has any employees, Firm is required to be insured against liability for Worker's Compensation or to undertake self-insurance. Firm agrees to comply with such provisions before commencing the performance of the Work of this Contract.

10. Independent Contractor Status: Firm shall, during the entire term of Contract, be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the Firm to exercise discretion or control over the professional manner in which the Firm performs the services which are the subject matter of this Contract. The services to be provided by the Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Firm understands and agrees that Firm's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a County employee.

NOTHING FURTHER FOLLOWS EXCEPT SIGNATURES

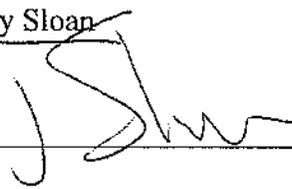


The individuals whose signatures are affixed hereto are authorized to represent their respective agencies and to agree to the terms and conditions presented in this Contract.

RENNE SLOAN HOLTZMAN SAKAI LLP

By: Jeffrey Sloan  
Partner

Signature



July 21, 2016

Date

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors on \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

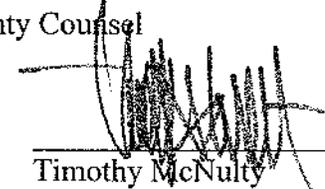
Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:  \_\_\_\_\_  
Timothy McNulty  
Assistant County Counsel

Date: 7.21.2016

EXHIBIT A  
PAYMENT SCHEDULE

The billable hourly rates for services rendered by the Firm are as follows:

Partners	\$325
Associates	\$245 - \$265
Consultants	\$195 - \$215

Other attorneys, consultants, and staff, if needed, are available per mutual agreement regarding assignment and rate. The County will be billed by invoice on a monthly basis. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

The Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: Travel time; mileage; reasonable lodging expenses; computer-assisted research; and overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to the County for payment.