

ORIGINAL

AGREEMENT FOR SERVICES #475-S1511 AMENDMENT I

This Amendment I to that Agreement for Services #475-S1511, 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 Liebert, Cassidy, Whitmore, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6033 West Century Boulevard, 5th Floor, Los Angeles, CA 90045; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide professional legal services on an "as requested" basis for the purpose of providing legal advice in employment and labor relation matters and to provide training on various employment relations subjects for the Department of Human Resources, in accordance with Agreement for Services #475-S1511, dated June 9, 2015, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to further define the scope, hereby amending **ARTICLE I – Scope of Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Services**, **ARTICLE XII – Notice to Parties**, and **ARTICLE XXIII - Administrator**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #475-S1511 shall be amended a first time as follows:

ARTICLES I, III, XII, XXIII are amended in their entirety to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide professional employment and labor relations legal services and training on various employment relations subjects as requested by the Human Resources Department. Services shall include, but not be limited to, the following:

Consortium Services:

Consultant provides a bundle of services to approximately 23 public agencies in the Gold Country Area, hereinafter referred to as the "Gold Country Consortium." For a flat fee, during the period of July 1, 2015 through June 30, 2018, Consultant shall provide the following:

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Consortium. It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This Agreement warrants there will be no future use of Consultant's material in other trainings or formats without the expressed written permission of Consultant. Any such use will constitute a violation of this Agreement and copyright provisions.
2. Availability of Attorney for County to consult by telephone.
3. Provision of a monthly newsletter covering employment relations developments.

Individualized Training:

Services shall include, but not be limited to, group training workshops covering employment relations subjects and labor relations matters. Specific subjects covered and lengths of individual workshop presentations shall be determined by County.

Allied Agencies:

Consultant shall provide professional services to assist the County with regard to its relationships with various allied agencies. Services shall include but not be limited to research, contract review and drafting, meeting with County staff and allied agency staff, and providing such advice and reports as requested by Contract Administrator. Consultant staff assigned to this contract shall be Eileen O'Hare Anderson and other Attorneys as assigned. Consultant shall not change assigned staff without written consent of Contract Administrator. The allied agencies with which Consultant will assist may include, but not be limited to:

- Air Quality Management District
- Local Agency Formation Commission
- Water Agency
- Transportation Commission
- Transit Authority
- Tahoe Resource Conservation District
- Meeks Bay Fire Protection District
- Fair Association
- Happy Homestead Cemetery District

Labor Negotiations:

Consultant shall provide labor negotiation services.

Additional Services:

Consultant shall, as and when requested by County, make itself available to County to provide representational litigation, and other employment relations services. Attorney shall not undertake any litigation on behalf of the County without express authorization from the Board of Supervisors.

ARTICLE III

Compensation for Services: For services provided herein, payment shall be made within thirty (30) days following County's receipt and approval of invoices identifying services rendered. For the purposes hereof, the billing rates and compensation terms shall be as follows:

Consortium Services: The billing rate shall be a flat fee of \$5,232.00 if payment is made prior to August 1, 2015. If paid after August 1, 2015, the fee shall be \$5,332.00. The fee may thereafter be increased annually by an amount not to exceed five percent (5%) over the previous year.

Individualized Training: Each individualized group training workshop shall be billed at a flat rate agreed upon in advance, in writing, by the parties hereto. Payment shall be made in one lump sum after completion of each workshop.

Allied Agencies: The billing rates shall be in accordance with revised Exhibit "A," marked "Fee Schedule," incorporated herein and made by reference a part hereof. Consultant shall bill on a time and materials basis. Travel time is defined as the time it takes to travel from Consultant's office to County's offices and back, or the time it takes to travel from Consultant's staff's residence to County's offices and back, whichever is less. There shall be no reimbursement for any travel or expenses other than as provided herein.

Additional Services: The billing rates shall be in accordance with revised Exhibit "A," marked "Fee Schedule," incorporated herein and made by reference a part hereof. Travel expenses shall be reimbursed in accordance with Exhibit "B" to the original Agreement. County will also reimburse for reasonable project or training costs, including but not limited to, long distance telephone calls, mailing, and photocopying. Consultant shall be paid by County at the hourly rate for time spent in travel.

The total amount of this Agreement, as amended, shall not exceed \$300,000.00.

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ARTICLE XII

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
Human Resources
330 Fair Lane
Placerville, CA 95667
ATTN: Erin Hane, Manager

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 Consultant shall be addressed as follows:

LIEBERT, CASSIDY, WHITMORE
6033 West Century Boulevard, 5th Floor
Los Angeles, CA 90045
ATTN: Paul Hessing

or to such other location as the Consultant directs.

ARTICLE XXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Erin Hane, Manager, Human Resources, or successor.

Except as herein amended, all other parts and sections of that Agreement #475-S1511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Erin Hane
Manager
Human Resources

Dated: 9/29/15

Requesting Department Head Concurrence:

By: 
Pamela Knorr
Director
Human Resources

Dated: 9/29/15

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #475-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/13/15

By: 
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/13/15

-- CONSULTANT --

LIEBERT, CASSIDY, WHITMORE
A CALIFORNIA CORPORATION

By: 
J. Scott Tiedemann
Managing Partner
"Consultant"

Dated: 9.22.15

Exhibit "A"

475-S1511 AMD I

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Effective upon execution of Amendment I

HOURLY RATES

Partners	\$325.00
Of Counsel	\$285.00
Associates	\$190.00 - \$265.00
Paraprofessionals & Litigation Support	\$75.00 - \$150.00

RATES FOR ALLIED AGENCIES

Eileen O'Hare Anderson

- Consulting Services: \$325.00 per hour
- Travel Time \$325.00 per hour

Facsimile transmissions, completed at the request of the client or necessary to comply with court or other deadlines, shall be billed at the rate of \$.50 per page.