

# ORIGINAL

## AGREEMENT FOR SERVICES #475-S1511 AMENDMENT II

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This Amendment II 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, 5<sup>th</sup> 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, and Amendment I, dated October 13, 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**; and

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

**ARTICLE I** is hereby amended in its entirety to read as follows:

**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.
4. ERC Membership with Premium Liebert Library Subscription. Includes: unlimited access to Liebert, Cassidy, Whitmore (LCW) workbooks in digital format as well as over two hundred (200) sample forms, policies, and checklists that can be used as templates.

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, and after consultation and consent by County Counsel, 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** is hereby amended in its entirety to read as follows:

**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.

Effective upon execution of Amendment II, the billing rate for Consortium Services shall be a flat fee of \$6,375.50 if payment is made prior to August 1, 2017. If payment is made after August 1, 2017, the fee shall be \$6,475.50. 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" to Amendment I. 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" to Amendment I.


Reimbursement for mileage and meals shall be made in accordance with the Federal M&IE rates established by the General Services Administration (GSA) found here: <https://www.gsa.gov/portal/category/100120>. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the Contract Administrator or designee has determined that the reasons are valid. Any other travel expense or any individual travel expense that exceeds \$100.00 must be approved in advance by the Contract Administrator or designee.

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, inclusive of all costs and expenses.

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

**Requesting Department Head Concurrence:**

By:  \_\_\_\_\_  
Tameka Usher  
Director  
Human Resources

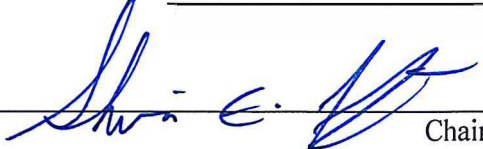
Dated: 7/24/17

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

-- COUNTY OF EL DORADO --

Dated: 7/25/2017

By:  Chair  
Board of Supervisors  
"County"

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

By:   
Deputy Clerk

Dated: 7/25/2017

-- CONSULTANT --

LIEBERT, CASSIDY, WHITMORE  
A CALIFORNIA CORPORATION

By:   
J. Scott Tiedemann  
Managing Partner  
"Consultant"

Dated: 7/14/17