

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
INTRADEPARTMENT MEMORANDUM

TO: Board of Supervisors

FROM: Laura Gill, Chief Administrative Officer

DATE: October 24, 2006

SUBJECT: Agreement for Services #251-S0711 with Renne, Sloan, Holtzman & Saki

Recommendation:

Recommendation: Staff recommends that the Board of Supervisors: 1) Make findings that it is more economical and feasible to obtain an outside contractor to provide professional legal services relating to employment and labor relation matters involving California Public Employment Relations Board; 2) Approve Agreement #251-S0711 with Renne, Sloan, Holtzman & Saki, LLP to provide professional legal services relating to employment and labor relation matters involving the California Public Employment Relations Board for a period of one year, not to exceed \$25,000.00; and 3) Authorize the Chairman to execute said Agreement.

Reason for Recommendation:

An independent outside consultant specializing in employment and labor matters will provide the County with legal advice and representation involving the California Public Employment Relations Board. The County has, for several years, contracted for the services of Renne, Sloan, Holtzman & Sakai. The representation and advice provided by this law firm relating to employment and labor matters have proven professional and thorough.

The term of the agreement is for the period of one year not to exceed \$25,000. The agreement has been approved by County Counsel and Risk Management and a copy is on file with the Board Clerk.

Fiscal Impact:

This agreement is not to exceed \$25,000 for as need services. This amount is included in the Fiscal Year 2006/07 Budget.

DATE 9-18-06

ATTORNEY Jmk

Contract #: 251-S0711

DEPT./INDEX NO. 22600

CONTRACT ROUTING SHEET

BY JP Date Prepared: 9/18/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department Head Signature: Bonnie H. Rich
Bonnie H. Rich

CONTRACTOR:

Name: Renne, Sloan, Holtzman&Sakai
Address: 50 California Street, #2100
San Francisco, CA 94109
Phone: 415-678-3800

CONTRACTING DEPARTMENT:

Human Resources

Service Requested: Legal advice and representation in support of Emp & Labor Relation Matters
Contract Term: 1 Year Contract Value: \$25,000
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ as to form Disapproved: _____ Date: 9/27/06 By: Justin Ken
Approved: _____ Disapproved: _____ Date: _____ By: _____

Indemnification same as previously approved in past agreements w/ consultant jpc

EL DORADO COUNTY COUNSEL
2006 SEP 18 PM 1:24

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 9/29/06 By: Costello
Approved: _____ Disapproved: _____ Date: _____ By: _____

SEP 28 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

COPY
ORIGINAL

AGREEMENT FOR SERVICES #251-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Renne, Sloan, Holtzman & Sakai, LLP, a Limited Liability Partnership, duly qualified to conduct business in the State of California, whose principal place of business is 50 California Street, Suite 2100, San Francisco, CA 94109; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide professional legal services on an "as requested" basis for the purpose of providing legal advice and representation in support of the County in employment and labor relation matters involving the California Public Employment Relations Board; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

*

ARTICLE I

Scope of Services: Consultant agrees to perform services necessary to provide all reasonable necessary professional legal services on an "as requested" basis for the purpose of advising the representing County in employment and labor relations matters involving the California Public Employment Relations Board. The nature and scope of such services shall be as determined by the Office of the County Counsel.

Contractor agrees to keep County fully informed in a timely manner of progress and developments in said matters and shall keep proper records to enable County to verify legal services. Such records and/or copies thereof shall be made available to County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year from date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant for professional services rendered at the respective hourly rates of the individuals providing the services: Charles Sakai @ \$265 per hour; Jeffrey Sloan @ \$275 per hour; Randy Riddle @ \$255 per hour; associates @ \$235 per hour; legal interns @ \$135 per hour; and paralegals at \$125 per hour. County shall pay lodging when the Human Resources Director deems overnight stay necessary and County shall compensate Consultant for meals in accordance with Exhibit "A", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. Consultant shall be paid by County at the hourly rate for time spent in travel. County will also reimburse for customary costs and disbursements incurred in the course of representation including computer assisted research, overnight delivery and messenger services, transcription services, mailing, photocopying.

Except as provided for above, no other expenses shall be reimbursable by County.

Consultant shall keep proper records to enable County to verify the services rendered, and such records shall be made reasonably available to County or its agents for inspections and audit.

Consultant shall submit to County for review and approval an itemized statement of services rendered at periodic intervals of not less than one (1) and not more than three (3) months. Such statement shall identify the nature of the services rendered, including name(s) of proceedings, case number(s) and disposition or status of all pending cases in which Consultant's services were rendered, and specify the time expended in rendering such services, calculated in one-tenth (.10) hour segments.

Payment shall be made within thirty (30) days following the County's receipt and approval of itemized invoices. The total amount of this Agreement shall not exceed \$25,000.00, inclusive of all expenses.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Consultant to County: Consultant certifies that he accepts this retention because he has the time, energy, skills and ability necessary to perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time-critical.

Consultant acknowledges that he is fully aware of California Rules of Professional Conduct, Rule 3-310. Consultant has and will continue to adhere to this rule. Consultant is unaware of any pending matters being handled by Consultant in which County is an adverse party.

ARTICLE VI

Licensure and Laws: Consultant and every employee thereof shall provide their services, advice and any reports in full compliance with all applicable law and professional standards. Consultant represents that he is specially trained, experienced, expert, and competent to perform the services required under this Agreement, and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Further, Contractor certifies that he will not accept representation in any matters, including litigation, under this Agreement if he or any employee thereof has any personal or financial interest herein.

ARTICLE VII

Confidentiality: Consultant agrees that it will comply with all ethical duties, will maintain the integrity of the attorney-client relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure. All documents and information obtained by or generated by Consultant pursuant to this Agreement, all opinions and conclusions of Consultant, any reports, information, data, statistics, forms, procedures, systems, studies and all communications with County, are confidential. Consultant agrees to take all steps reasonably necessary to maintain this confidentiality. Consultant is responsible for ensuring that it and all of its employees faithfully adhere to the confidentiality requirements of law and this Agreement.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

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 DEPARTMENT
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: DONNA MULLENS, CLERICAL OPERATIONS MANAGER

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

RENNE, SLOAN, HOLTZMAN & SAKAI, LLP
50 CALIFORNIA STREET, SUITE 2100
SAN FRANCISCO, CA 94111

or to such other location as the Consultant directs.

ARTICLE XIII

Indemnity: Consultant shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with: (1) any negligent act, whether passive or active, error or omission, or willful misconduct, of the Consultant, its sub-consultant(s), agents or employee(s) or any of these: or (2) any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Consultant by this Agreement, except such loss, injury, or damage caused by acts or omissions of the officers, agents, or employees of the County. County shall defend, indemnify and hold harmless Consultant, its partners, associates, and employees from any claim, loss or liability, including, without limitation, those for personal injury (including death) or damage to property, arising out of or connected with acts or omissions of County, or its officers, agents, or employees.

ARTICLE XIV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the

approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant'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 Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVII

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Donna Mullens, Clerical Operations Manager, Human Resources, Chief Administrative Office, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Donna Mullens Dated: 10/02/06
Donna Mullens, Clerical Operations Manager
Human Resources

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Laura A. Hill Dated: 10/2/06
Human Resources Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

**Chairman
Board of Supervisors
"County"**

**ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors**

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: 13 Oct, 2006

**RENNE, SLOAN, HOLTZMAN & SAKAI, LLP
A LIMITED LIABILITY PARTNERSHIP**

By: 
**Charles Sakai, its Managing Partner
"Consultant"**