

**Meeting Date:** 9/10/2013

**Report Type:** Consent

**Report ID:** 2013-00702

**Title: Agreement: Labor Relations Consulting Services**

**Location:** Citywide

**Issue:** The City has a need to utilize consulting services for labor relations strategies and negotiations.

**Recommendation:** Pass a Motion 1) increasing the agreement for consulting services provided by Renne Sloan Holtzman Sakai LLP to cover on-going labor relations consulting services not-to-exceed by \$100,000; 2) extending the time of performance to September 30, 2014.

**Contact:** Geri Hamby, Director, (916) 808-7173; Shelley Banks-Robinson, Human Resources Manager, (916) 808-5541, Department of Human Resources

**Presenter:** None

**Department:** Human Resources

**Division:** Labor Relations

**Dept ID:** 08001511

**Attachments:**

1-Description/Analysis

2-Supplemental Agreement

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**City Attorney Review**

Approved as to Form  
Sandra Talbott  
9/4/2013 1:55:18 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
John Colville  
8/26/2013 9:39:50 AM

**Approvals/Acknowledgements**

Department Director or Designee: Geri Hamby - 8/27/2013 4:30:36 PM

## **Description/Analysis**

**Issue Detail:** In January 2011, the City procured Renne Sloan Holtzman Sakai, LLP to assist with labor strategy and conduct concession negotiations with recognized bargaining representatives. In addition, the firm provides legal advice and services related to labor relations matters. The agreement for consulting services current not-to-exceed amount is \$175,000 through September 30, 2013. It is necessary to increase the amount of the contract prior to its termination.

Due to ongoing negotiations with the Sacramento Police Officers Association; Sacramento Area Fire Fighters Union, Local 522; International Association of Machinists and Aerospace Workers, Local 2182; and Auto Marine and Specialty Painters, Local 1176, additional labor relations consulting services are necessary.

**Policy Considerations:** Approval of this action by the City Council is consistent with the City's legal obligations under the Meyers-Milias-Brown Act, adheres to the City's positive labor-management relations concept, and provides labor stability.

**Economic Impacts:** None

**Environmental Considerations:** This report concerns administrative activities that will not have a significant effect on the environment and that do not constitute a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Sections 15061(b)(3) and 15378(b)(2).

**Sustainability:** Not applicable

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** Staff recommends the execution of a supplemental agreement with Renne Sloan Holtzman Sakai, LLP to utilize the firm's expertise in the area of labor relations and permit continuity and stability through this period of ongoing bargaining with several labor groups.

**Financial Considerations:** The recommended contract supplemental agreement increases the not-to-exceed amount by \$100,000 for a total of \$275,000. Funding for the additional consulting services for labor negotiations is available in the Citywide Strategic Planning Project (I02000400) approved by Council on January 29, 2013 (Resolution 2013-0030).

**Emerging Small Business Development (ESBD):** Not applicable

# SUPPLEMENTAL AGREEMENT

**Project Title and Job Number:** Labor Strategy

**Date:** September 10, 2013

**Purchase Order #:**

**Supplemental Agreement No.:** 2

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The City of Sacramento ("City") and Renne Sloan Holtzman Sakai LLP ("Consultant"), as parties to that certain Legal Services Agreement designated as Agreement Number 2013-0119, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of service specified in Exhibit A of the Agreement is amended as follows:

### Scope of Services

- A. CONSULTANT shall represent the City of Sacramento in labor contract negotiations scheduled to occur during 2013 and in any related interest arbitration for police and/or fire. The bargaining units scheduled for negotiations in 2013 include Sacramento Police Officers Association; Sacramento Area Fire Fighters Union, Local 522; International Association of Machinists and Aerospace Workers, Local 2182; and Auto Marine and Specialty Painters, Local 1176. Work to be performed by CONSULTANT shall include: preparing and meeting with negotiation teams; developing and drafting of proposals; conducting and coordinating labor contract negotiations with concurrent negotiation tables with multiple unions; attending City Council and other meetings as needed; communicating with the City Council at the direction of the City Manager; communicating with City staff, unions, and the public as needed as directed by the City; and representing the City in any related impasse proceedings. Additional work includes advising and representing the City on other labor relations/labor law matters and to provide other labor relations consulting services as requested by the City.
  - B. CONSULTANT shall discuss with City representatives, upon request, with respect to matters of employer/employee relations not covered by paragraph A.
2. The Time of Performance specified in Exhibit A of the Agreement is extended to September 30, 2014, unless sooner terminated as provided in Exhibit C of the Agreement.
  3. The Compensation specified in Exhibit B.1 shall be amended to reflect payment from the Citywide Strategic Planning Project (I02000400).
  4. In consideration of the additional and/or revised services described in section 1 above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses, is increased as follows:

Agreement's original not-to-exceed amount:	\$ 150,000
Net change by previous supplemental agreements:	\$ 25,000
Not-to-exceed amount prior to this supplemental agreement:	\$ 175,000
<b>Increase</b> by this supplemental agreement:	\$ 100,000
New not-to exceed amount including all supplemental agreements:	\$ 275,000

## SUPPLEMENTAL AGREEMENT

5. The Special Provisions section of the fee schedule specified in Attachment One to Exhibit A of the Agreement is amended as follows:

**Special Provisions**

- A. Travel time, mileage, and parking are not chargeable.
  - B. The first one hour, per billing week, of telephone consulting services shall be at no charge.
  - C. The maximum daily billing for Mark Gregersen shall be 10 hours.
6. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
7. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Attorney:

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Jeff Sloan, Partner  
Renne Sloan Holtzman Sakai LLP

Attorney:

APPROVED TO AS FORM:

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James Sanchez, City Attorney  
City of Sacramento

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Sandra G. Talbott, Assistant City Attorney

Recommended By:

Attested By:

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Mark Prestwich, Special Projects Manager

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City Clerk