

RESOLUTION NO. 2010-673

Adopted by the Sacramento City Council

November 30, 2010

APPROVAL OF SUPPLEMENTAL AGREEMENT No. 3 to AGREEMENT No. 2010-0343: RENNE SLOAN HOLTZMAN & SAKAI, LLP

BACKGROUND:

- A. As part of the restructuring of the City's labor relations function, the City Manager wished to retain the services of a consultant to provide assistance related to labor negotiations with various recognized employee organizations including services as the City's chief negotiator
- B. Only the City Attorney can retain legal services on behalf of the City and at the request of the City Manager, the City Attorney executed legal services Agreement No. 2010-343 with Renne Sloan Holzman Sakai LLC in the amount of \$30,000. The City Manager is authorized to enter into agreements for professional services up to \$100,000.
- C. Labor negotiations, which were expected to be completed by the end of June, were not completed until October. Accordingly, the City Manager requested execution of Supplemental Agreements No. 1 and 2 with the consultant to provide advice and representation during on-going negotiations. Final cost for services provided by the consultant will exceed the City Manager's authority and it is necessary to seek City Council authority to increase the total agreement to an amount not to exceed \$108,000.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager and City Attorney are authorized to execute Supplemental Agreement No. 3 to Agreement 2010-0343 in the amount of \$16,000 to increase the total agreement to an amount not to exceed \$108,000 for services related to labor negotiations with Renne Sloan Hozman Sakai LLC.

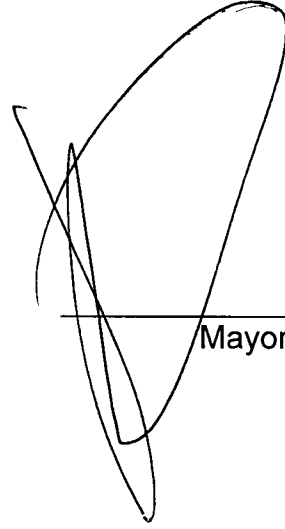
Adopted by the City of Sacramento City Council on November 30, 2010 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

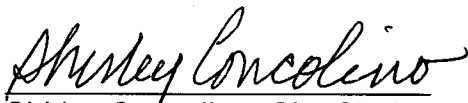
Abstain: None.

Absent: None.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke, positioned above a horizontal line.

Mayor Kevin Johnson

Attest:


Shirley Concolino, City Clerk

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Negotiations with employee organizations

Date: 11.30.10

Purchase Order #:

Supplemental Agreement No.: 3

The City of Sacramento ("City") and Renne Sloan Holtzman Sakai LLP ("Consultant"), as parties to that certain Legal Services Agreement designated as Agreement Number 2010-0343, 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 Services specified in Exhibit A of the Agreement is amended as follows:

The Attorney shall continue to perform the services described in Exhibit A as stated in the original Agreement. This Supplemental Agreement increases the amount of the original contract by \$15,000 to compensate the Attorney for increased hours of services.

2. 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** by \$15,000, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	30,000
Net change by previous supplemental agreements:	62,000
Not-to-exceed amount prior to this supplemental agreement:	92,000
Increase by this supplemental agreement:	15,000
New not-to exceed amount including all supplemental agreements:	108,000

3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. 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.
5. 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:

Approved As To Form By:

Jeffrey Sloan, Partner
Renne Sloan Holtzman Sakai LLP

Sandra G. Talbott, Assistant City Attorney

Approved By:

Attested By:

Patti Bisharat, Interim Assistant City Manager

City Clerk