



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 11/1/2011

Report Type: Consent

Title: Agreement: Labor Relations Consulting Services

Report ID: 2011-00841

Location: Citywide

Recommendation: Adopt a Resolution increasing the agreement for consulting services provided by Renne Sloan Holtzman Sakai LLP to cover on-going labor relations consulting services not-to-exceed \$180,000.

Contact: Tohsa Cherry, Support Services Manager, (916) 808-5498, Human Resources Department

Presenter: None

Department: Human Resources

Division: Labor Relations

Dept ID:

Attachments:

- 1- Description/Analysis
- 2 - Resolution
- 3- Supplemental Agreement with Rene Sloan Holtzman Sakai LLP

City Attorney Review

Approved as to Form
Sandra Talbott
10/26/2011 10:10:53 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
10/25/2011 8:22:52 AM

Approvals/Acknowledgements

Department Director or Designee: Geri Hamby - 10/26/2011 9:28:30 AM



Description/Analysis

Issue: In January 2011, the City hired Renne Sloan Holtzman Sakai, LLP to assist with labor strategy and conduct concession negotiations with recognized bargaining representatives. In addition, the firm was hired to provide legal advice and services related to labor relations matters. The agreement for consulting services currently has an \$80,000 not-to-exceed amount.

Due to upcoming negotiations with the Sacramento City Exempt Employees Association (SCXEA) and the Stationary Engineers, Local 39, additional labor relations consulting services is necessary.

Staff recommends the execution of a supplemental agreement with Renne Sloan Holtzman Sakai, LLP to provide labor relations consulting for anticipated bargaining needs.

Policy Considerations: The City is faced with unprecedented challenges as a result the down economy and the rising costs of labor. Approval of the labor consulting services agreement fits within the City's strategy to address budget concerns.

Environmental Considerations: Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative activities do not constitute a project and are therefore exempt from review.

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 supplement increases the not-to-exceed amount by \$100,000 to \$180,000. Costs for labor relations consulting services will be paid from the closure of General Fund capital improvement projects (CIPs). A total of \$587,918 has been returned from projects to the CIP closure account (850010) in FY2011/12. These funds have been identified as the result of the City's ongoing efforts to review existing capital improvement projects and return excess funds to the fund of origin. One-time funding in the amount of \$100,000 is available in the CIP closure account for this contract. Approximately \$20,000 of the additional funds allocated to the agreement is for services already rendered.

Emerging Small Business Development (ESBD): Not applicable.



RESOLUTION NO. 2011-

LABOR RELATIONS CONSULTING

BACKGROUND

- A. The City currently has an agreement with Renne Sloan Holtzman Sakai, LLP (agreement C2011-0229) to provide labor strategy, and conduct negotiations, and provide legal advice and services.
- B. A supplemental agreement is necessary to continue the receipt of labor relations consulting services.
- C. Staff recommends the execution of a supplemental agreement with Renne Sloan Holtzman Sakai, LLP to provide labor relations consulting for anticipated bargaining needs.
- D. General Funds for this agreement have been identified as the result of the City's ongoing efforts to review existing capital improvement projects and return excess funds to the fund of origin.

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

- Section 1. Approve the supplemental agreement with Renne Sloan Holtzman Sakai, LLP to provide labor relations consulting services.
- Section 2. The supplemental agreement not-to-exceed amount is increased by \$100,000 for a total amount of \$180,000.
- Section 3. The City Manager is authorized to transfer \$100,000 from the CIP Closure account (850010) in Non-Department to the Human Resources Department (08001511-433060).

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Labor Strategy
Purchase Order #:

Date: 10.25.2011
Supplemental Agreement No.: 2

The City of Sacramento ("City") and Renne Sloan Holtzman Sakai LLP ("Consultant"), as parties to that certain Legal Services Agreement designated as Agreement Number 2011-0229 , 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 Consultant will continue to perform the services described in Exhibit A, Phase 2, Negotiations, as stated in the Agreement as amended by Supplemental 2011-0229-1.
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 as follows:

Agreement's original not-to-exceed amount:	\$ 80,000
Net change by previous supplemental agreements:	\$ 0
Not-to-exceed amount prior to this supplemental agreement:	\$ 80,000
Increase by this supplemental agreement:	\$ 100,000
New not-to exceed amount including all supplemental agreements:	\$ 180,000

3. Consultant agrees that the amount in the not-to-exceed amount specified in Exhibit B of the Agreement, 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:



Jeffrey Sloan, Partner
Renne Sloan Holtzman Sakai LLP

For City:

Approved As To Form By:

Eileen Teichert, City Attorney
City of Sacramento

Sandra G. Talbott, Assistant City Attorney

SUPPLEMENTAL AGREEMENT

For City:

Geri Hamby, Director of Human Resources

City of Sacramento

Approved By:

Attested By:

John F. Shirey, City Manager

City Clerk