



MEMORANDUM
OFFICE OF THE
PERSONNEL DEPARTMENT
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: Lori Walsh, Personnel Director
By: Jon Harned, Sr. Administrative Services Officer
DATE: September 1, 2015
SUBJECT: Participation in the FY 15/16 Gold Country Employment Relations Consortium
with services provided by the Law Office of Liebert Cassidy Whitmore

ACTION REQUESTED

Approve a professional services agreement with the Law Office of Liebert Cassidy Whitmore (LCW) for participation in the Gold Country Employment Relations Consortium, in the amount of \$5,230.00, for the period July 1, 2015 through June 30, 2016. Funding is provided in the Personnel Department FY 2015-2016 budget.

BACKGROUND

Placer County is one of several local agencies in our area that participates in a local consortium for the purpose of securing quality employment relations training, consultation and informational services. The services to the consortium are provided by the law firm of LCW. As a consortium member, Placer County receives training workshops and reference materials, monthly newsletters related to employment law, and complimentary telephone consultation.

Placer County has participated in the Gold Country Employment Relations Consortium for over twenty years benefiting supervisors and management countywide. This contract has been reviewed and approved by County Counsel for content and insurance provisions.

FISCAL IMPACT

The cost of this professional services agreement is \$5,230 and is budgeted in the FY 2015-16 recommended Proposed Budget in the Department of Personnel. This is a onetime cost for purposes of this agreement.

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the COUNTY OF PLACER, hereinafter referred to as "County," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS County has the need to secure expert training and consulting services to assist County in its relations and negotiations with its employee organizations; and

WHEREAS County has determined that no less than thirty-one (31) public agencies in the Gold Country area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the County and is willing to perform such services;

NOW, THEREFORE, County and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2015, Attorney will provide the following services to County (and the other aforesaid public agencies):

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 County and the other said local agencies.

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 Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for County to consult by telephone.
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to County for a fee of Five Thousand Two Hundred Thirty Dollars (\$5,230.00) payable in one payment prior to August 1, 2015.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

~~Attorney shall, as and when requested by County, make itself available to County to provide representational, litigation, and other employment relations services. The County will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the County.~~

~~The range of hourly rates for Attorney time is from One Hundred Ninety to Three Hundred Twenty-Five Dollars (\$190.00 - \$325.00) per hour for attorney staff and from Seventy-Five to One Hundred Fifty Dollars (\$75.00 - \$150.00) per hour for services provided by litigation support and paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates in an annual basis and if appropriate, adjusts them effective July 1.~~

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

ATTORNEY agrees to save harmless and indemnify COUNTY from every claim or demand of any kind or nature whatsoever which may be made by any person resulting from any errors or omissions of ATTORNEY in the performance of this Agreement, and further agrees, at his own cost, expense and risk to defend any and all actions, suits or other legal proceedings which may be brought against COUNTY as a result of such errors or omissions, and further agrees that he will pay or satisfy any judgment which may be rendered therein.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

ATTORNEY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to ATTORNEY'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the ATTORNEY.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of ATTORNEY, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by ATTORNEY in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If ATTORNEY carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- Ⓜ One million dollars (\$1,000,000) each occurrence
- Ⓜ Two million dollars (\$2,000,000) aggregate

D. If ATTORNEY carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- Ⓜ One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- Ⓜ One million dollars (\$1,000,000) for Products-Completed Operations
- Ⓜ Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

ATTORNEY shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

®One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

®One million dollars (\$1,000,000) aggregate for Products Completed Operations

®Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by ATTORNEY shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the ATTORNEY, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

If ATTORNEY sub-contracts in support of ATTORNEY's work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the ATTORNEY shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The ATTORNEY shall be responsible for all deductibles in all of the ATTORNEY's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$50,000.

ATTORNEY's Obligations - ATTORNEY's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - ATTORNEY shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the ATTORNEY's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the ATTORNEY to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

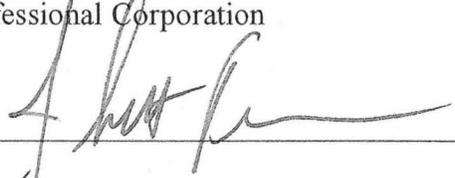
The term of this Agreement is twelve (12) months commencing July 1, 2015. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than thirty-one (31) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2015.

Dated: 9/4/15

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By 

Dated: _____

COUNTY OF PLACER

By _____
David Boesch, County Executive Officer

Approved as to form:

By 
Valerie Flood, Chief Deputy County Counsel

