



**City of Palo Alto**  
**City Council Staff Report**

(ID # 5799)

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**Report Type: Consent Calendar**

**Meeting Date: 6/8/2015**

**Summary Title: Amendment to Contract S13149754 with Renne Sloan Holtzman Sakai LLP**

**Title: Approval of Amendment Three to Contract Number S13149754 with Renne Sloan Holtzman Sakai LLP Public Law Group to Add \$36,000 for a Total Amount Not to Exceed \$216,000 for Labor Negotiations Services and Extend the Contract Term by Six Months**

**From: City Manager**

**Lead Department: Human Resources**

**Recommendation**

Staff recommends that the Council approve the attached contract amendment adding \$36,000 to the existing contract with Renne Sloan Holtzman Sakai for labor negotiations consulting services for public safety, for a total contract amount not to exceed \$216,000.

**Background**

In 2013, the City entered into an agreement with Renne Sloan Holtzman Sakai LLP (RSHS) to provide labor negotiation services for a focused bargaining process with the Palo Alto Police Managers' Association (PMA). Following a successful process with PMA, the City amended the contract in August 2013 for RSHS to provide labor strategy and bargaining services for the City's 2013-2014 negotiations with Service Employees' International Union (SEIU). The contract was subsequently amended in May 2014 for additional bargaining support in the City's negotiations with the City's two public safety labor groups, the International Association of Fire Fighters, Local 1319 (IAFF) and Palo Alto Police Officer's Association (PAPOA). This amendment will extend the contract date through December 2015 and provide funds to allow RSHS to continue assisting the City in negotiations with the public safety groups.

**Discussion**

RSHS assisted the City in reaching agreement on economic terms with PMA and in negotiating with the City's largest bargaining unit, SEIU. In May 2014, the Council approved a second amendment to the contract to allow RSHS to serve as the Chief Negotiator for the City in negotiations with IAFF and PAPOA. Discussions with both groups have continued longer than anticipated and additional funding is required to complete the negotiation process. RSHS has successfully assisted the City in reaching agreement and has provided effective and practical

labor strategy advice in prior negotiations, and continuing IAFF and PAPOA negotiations with RSHS will provide important continuity in the bargaining process, since the firm is familiar with labor issues in the City and the issues on the bargaining table with both labor groups.

**Resource Impact**

The recommended increase in total compensation is \$36,000, which staff and RSHS estimates will be sufficient to complete the bargaining process with both IAFF and PAPOA by December 2015. Funds for this contract amendment are available in the Human Resources Department Fiscal Year 2015 general fund budget allocation for labor relations contractual services.

**Environmental Review**

The approval of this contract amendment is not a project under the California Environmental Quality Act.

**Attachments:**

- Attachment A: S13149754 Contract Amendment Three (PDF)

**AMENDMENT NO. 3 TO CONTRACT NO. S13149754  
BETWEEN THE CITY OF PALO ALTO AND  
RENNE SLOAN HOLTZMAN SAKAI, LLP**

This Amendment No. 3 to Contract No. S13149754 ("Contract") is entered into May 20, 2015 by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and RENNE SLOAN HOLTZMAN SAKAI, LLP, a California Limited Liability Partnership, located at 350 Sansome Street, Suite 300, San Francisco, California, 94104, Telephone (415) 678-3800 ("CONSULTANT").

**RECITALS:**

WHEREAS, the Contract was entered into between the parties for the provision of labor negotiation services between CITY and labor unions; and

WHEREAS, CITY intends to extend the term and increase the compensation From \$180,000.00 by \$36,000.00 to \$216,000.00 for continuation of services as specified in Exhibit "A" Scope of Services; and

WHEREAS, the parties wish to amend the Contract;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 2 is hereby amended to read as follows:

**"SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through September 30, 2015 unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 2. Section 4 is hereby amended to read as follows:

**"SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed Two Hundred Sixteen Thousand Dollars (\$216,000.00). The applicable rates and schedule of payment are set out in Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A"."

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "C" entitled "COMPENSATION".

SECTION 4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

CITY OF PALO ALTO

**RENNE SLOAN HOLTZMAN SAKAI,  
LLP**

DocuSigned by:  
*Charles Sakai*  
65738F426A574FD...

APPROVED AS TO FORM:

Managing Partner

Attachments:  
EXHIBIT "C": COMPENSATION

## **EXHIBIT "C" COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Scope of Services") and reimbursable expenses shall not exceed \$216,000.00. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

### **REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: None

### **ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

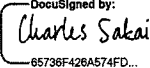
**Certificate of Completion**

Envelope Number: B68E714A62D6469EB287513D9FCAD734	Status: Completed
Subject: Please DocuSign this document: S13149754 CONTRACT AMENDMENT 3.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
	Envelope Originator: Chris Anastole 250 Hamilton Ave Palo Alto, CA 94301 chris.anastole@cityofpaloalto.org IP Address: 199.33.32.254

**Record Tracking**

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4/28/2015 8:20:33 AM PT	chris.anastole@cityofpaloalto.org	

**Signer Events**

Signer Events	Signature	Timestamp
Charles Sakai csakai@publiclawgroup.com Managing Partner Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Charles Sakai 65736F426A574FD...</p>	Sent: 4/28/2015 8:26:19 AM PT Viewed: 4/28/2015 8:56:49 AM PT Signed: 4/28/2015 8:57:18 AM PT
	Using IP Address: 216.31.243.218	

Electronic Record and Signature Disclosure:  
Accepted: 4/28/2015 8:56:49 AM PT  
ID: 26d31495-e607-408c-81a4-ef7c3df8f081

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

Khashayar Alaee Khashayar.Alaee@CityofPaloAlto.org Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 4/28/2015 8:57:19 AM PT
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Electronic Record and Signature Disclosure:  
Accepted: 4/27/2015 5:27:37 PM PT  
ID: c57fb61d-2490-446a-818d-480e80276027

**Notary Events**

**Envelope Summary Events**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/28/2015 8:57:19 AM PT
Certified Delivered	Security Checked	4/28/2015 8:57:19 AM PT
Signing Complete	Security Checked	4/28/2015 8:57:19 AM PT
Completed	Security Checked	4/28/2015 8:57:19 AM PT

**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, City of Palo Alto (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Palo Alto:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.ramberg@cityofpaloalto.org

**To advise City of Palo Alto of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.ramberg@cityofpaloalto.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Palo Alto**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Palo Alto**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will



have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palo Alto as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palo Alto during the course of my relationship with you.

