

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: November 7, 2005	Department ID Number: ADCS-05-17

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

PREPARED BY: CHARLES THOMAS, ACTING DEPUTY CITY ADMINISTRATOR *CT*

SUBJECT: APPROVE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND LABOR MANAGEMENT SUCCESS (RENEE MAYNE) FOR LABOR NEGOTIATION SERVICES

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: Labor contract negotiations with all the employee associations will take place at various times during the next two to three years. A chief negotiator is needed to represent the City of Huntington Beach in these negotiations.

Funding Source: Funding is budgeted in the FY 2005/2006 General Fund Budget for City Administration professional services contracts for labor negotiations (\$123,500), business unit 10035303. Ongoing appropriations to this account will be needed in FY 2006/2007 and 2007/2008 General Fund Budgets.

Recommended Action: Approve and authorize execution by the City Administrator the three-year professional services contract between the City of Huntington Beach and Labor Management Success (Renee Mayne) for chief negotiator services.

Alternative Action(s): Deny the recommended action and direct staff accordingly.

RECEIVED
2005 OCT 31 AM 9:36
CITY CLERK
CITY OF
HUNTINGTON BEACH

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REQUEST FOR ACTION

MEETING DATE: November 7, 2005
17

DEPARTMENT ID NUMBER:ADCS-05-

Analysis: Labor contract negotiations are scheduled to begin with the Huntington Beach Police Officers' Association (HBPOA) within the next two months. Negotiations with other employee associations will take place at different times during the next two to three years. A professional consultant for chief negotiator services is needed to represent the City of Huntington Beach during these negotiations. A professional consultant would provide valuable expertise and staff support.

The requirements for contracting for professional services, as described in Chapter 3.03 of the City of Huntington Beach Municipal Code, have been met. A written Request for Qualifications (RFQ) was sent to following companies that provide negotiation services: PRC of Ventura, California, The Janzen Group of Hillsborough, California; Dignity Dispute Resolution of Los Angeles, California; Gibson, Dunn and Crutcher of Los Angeles, California; Avery and Associates of Los Gatos, California and Labor Management Success (Renee Mayne) of Monterey, California. The RFQ was also posted on the City's web site.

Responses to the RFQ were received from Avery and Associates and Labor Management Success. Upon review, Labor Management Success (Renee Mayne) was selected as the professional consultant who staff believes best meets the needs of the City for chief negotiator services. Labor Management Success (Renee Mayne) represented the City in the most recent labor negotiations and staff opines that she represented the City's interests well. A check of Renee Mayne's references was positive. A copy of her written proposal and references is attached.

The proposed contract with Labor Management Success would be for a three-year period. During this period, the hourly fee for the negotiation services would not change.

Environmental Status: N/A

Attachment(s):

City Clerk's Page Number	No.	Description
	1.	Professional Services Contract between the City of Huntington Beach and Labor Management Success for chief negotiator services
	2.	Proposal and references submitted by Labor Management Success for chief negotiator services

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ATTACHMENT 1

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
LABOR MANAGEMENT SUCCESS
FOR
CITY OF HUNTINGTON BEACH

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
LABOR MANAGEMENT SUCCESS

FOR

CITY OF HUNTINGTON BEACH

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and Labor Management Success, a sole proprietorship hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide chief negotiator services for labor contract negotiations; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Renee Mayne who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

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2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on November 8, 2005 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than November 8, 2008 from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Three hundred seventy thousand five hundred Dollars (\$370,500.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

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compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall

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approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

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10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation,

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unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of

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CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Deputy City Administrator of City
Services
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Labor Management Success _____
Attn: Rene Mayne _____
P.O. Box 982 _____
Monterey, CA 93942 _____

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

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19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

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21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

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25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 20_____.

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CONSULTANT,

Labor Management Success

Renée Mayne

By: Renée Mayne, Principal

CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of California

C. J. Dando

Director of ADMINISTRATION - CITY
DEPUTY (Pursuant To HBMC §3.03.100) SERVICES

APPROVED AS TO FORM:

Jennifer McGrath

City Attorney

10/25/05

REVIEWED AND APPROVED:

Penelope Cullum

City Administrator

(only for contracts \$50,000.00 and over)

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EXHIBIT "A"

A. STATEMENT OF WORK: *(Narrative of work to be performed)*

To provide the services of a chief labor negotiator for negotiations between the City and its bargaining units.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1. In accordance with the direction of the City Administrator and/or the Deputy City Administrator of City Services, during the term of this agreement, the Consultant shall provide the City professional advice and execute the process and final disposition of labor negotiations for bargaining units assigned to the Consultant.

2. The Consultant shall serve as chief negotiator for labor negotiations between the City and its bargaining units assigned to the Consultants.

3. The Consultant shall perform all necessary duties during the course of labor contract negotiations, which include:

- a. Gaining bargaining parameters and reporting status of negotiations to the City Administrator and/or Deputy City Administrator of City Services;
- b. Upon the request of the City Administrator or Deputy City Administrator of City Services, attending City Council closed session;
- c. Providing professional advice to the City Administrator or Deputy City Administrator of City Services regarding drafting of City contract proposals;
- d. Providing professional advice to the City Council regarding the potential options for reaching agreement with its bargaining units at the bargaining table;
- e. Scheduling and attending all labor contract negotiations;
- f. Completing the administration and finalization of the signed Memoranda of Understanding.

4. The Consultant may provide, at the City's request, under the direction of the Deputy City Administrator of City Services, other related duties as it pertains to Human Resources functions.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. City Administrator or her designee to meet with consultants
2. Arrange negotiations session location, attendees, and logistics

D. WORK PROGRAM/PROJECT SCHEDULE:

Assist in the development of Memorandums of Understanding for the next three years.

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EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

The City shall pay the consultant the total of \$100.00 (one hundred dollars) per hour for contracted services rendered during the term of this agreement.

B. Travel

1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.
2. As CITY sometimes uses consultants that are outside of the nearest metropolitan area, CITY is very conscious of travel costs. Subject to agreement otherwise, CONSULTANT will be held to charging no fees on travel time to or from Huntington Beach.
3. Automobile expenses are limited to the IRS standard business mileage rate. All other travel expenses must be approved in advance by CITY in writing. Requests for approval shall be submitted at least fourteen (14) days in advance, to allow for reduced transportation fares. Meals are not billable to CITY, without prior written consent of CITY.

C. Billing

1. All billing shall be done monthly in one-tenth-hour (0.10) increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Minimum billing charges are unacceptable. CONSULTANT shall only charge for actual time spent. For example, minimum of 0.2 hours for phone calls or 0.4 hours for letters is unreasonable unless that is an accurate measure of time spent.

2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the case or matter.
3. Telephone, cellular phone and postage charges are billable at actual cost. A copy of all service bills/costs should accompany the billing for each single item that exceeds Seventy-Five Dollars (\$75.00). The fee for the sending or receiving of facsimiles shall not exceed Twenty-five Cents (\$0.25) per page. CITY will not pay a fee or charge for telephone calls or facsimiles to CITY. Photocopier costs should be no

EXHIBIT "B"

Payment Schedule (Hourly Payment)

more than the actual cost of duplication, or Ten Cents (\$0.10) per page, whichever is less.

4. CITY will not pay for secretarial time or secretarial overtime. CITY will not pay for secretarial tasks or tasks that should be subsumed into CONSULTANT's overhead. For example, time spent for faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
5. CITY will not pay for word processing charges. This includes per page or hourly charges.
6. CITY will not pay for billing or discussion of bills. If CITY has questions about billing or needs additional information on bills, that is not a chargeable event; CONSULTANT should respond without charging CITY for the time required.
7. CITY appreciates when CONSULTANT has researched an issue previously and uses that research on the present case. CITY has retained CONSULTANT because of its past experience. CONSULTANT shall not charge CITY for work it has done and billed another client for in the past.
8. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
9. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

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EXHIBIT "B"

Payment Schedule (Hourly Payment)

10. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

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INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

RECEIVED

OCT 25 2005

City of Huntington Beach
City Attorney's Office

- Requested by: Christi Mendoza, Risk Management
- Date: October 24, 2005
- Name of contractor/permittee: Labor Management Success (Rene Mayne)
- Description of work to be performed: Labor relations consultant work
- Value and length of contract: 30-day cancellation notice and cancellation wording
- Waiver/modification request: Not-to-exceed \$123,500; 11/08/05 - 11/08/08
- Reason for request and why it should be granted: Unable to comply with the city's zero deductible and cancellation clause wording insurance requirements
- Identify the risks to the City in approving this waiver/modification: None.

C. J. Jones

Department Head Signature

10-24-05

Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1. Risk Management

Approved Denied

Patricia Williams
Signature

10/24/05
Date

2. City Attorney's Office

Approved Denied

James M. Smith
Signature

10/24/05
Date

3. City Administrator's Office

Approved Denied

Signature

Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/24/2005

PRODUCER
TRANS CAL ASSOC-FOR QUESTIONS
CONTACT: IRENE C HERMAN INSURANCE
422 PRESIDIO AVENUE
SAN FRANCISCO, CA 94115

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	
INSURER A:	BURLINGTON INSURANCE CO
INSURER B:	LLOYD'S OF LONDON
INSURER C:	
INSURER D:	
INSURER E:	CB/nh

INSURED
IRRENEE MAYNE
DBA:LABOR MANAGEMENT SUCCESS
15490 WEATHER ROCK WAY
ORRAL DE TIERRA, CA 93908

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	149B003000	01/14/05	01/14/06	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COM/POP AGG \$EXCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$, AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				WC STATUS: TORY LIMITS, OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER PROFESSIONAL LIABILITY	4H1M014832	01/14/02	01/14/06	E&O \$1,000,000

APPROVED AS TO FORM
 JENNIFER McGRATH
 CITY ATTORNEY

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 THE CITY OF HUNTINGTON BEACH, ITS AGENTS, OFFICERS, AND EMPLOYEES IS NAMED AS ADDITIONAL INSURED. EVIDENCE OF PROFESSIONAL LIABILITY ONLY.
 *10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
ADDITIONAL INSURED THE CITY OF HUNTINGTON BEACH RISK MANAGEMENT 2000 MAIN STREET HUNTINGTON BEACH, CA 92648		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE: <i>Marie Scott</i> Trans Cal Associates

E-14.21

POLICY NUMBER: 149B003000

ENDORSEMENT #: 03

NAMED INSURED: RENEE MAYNE DBA: LABOR MANAGEMENT SUCCESS

EFFECTIVE DATE: 10/20/2005

INSURANCE COMPANY: The Burlington Insurance Company

PRODUCER: TRANS CAL ASSOCIATES
3800 WATT AVENUE SUITE 110
SACRAMENTO CA 95821

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Enter Coverage Part here
Commercial General Liability Policy

THE CITY OF HUNTINGTON BEACH IS ADDED TO THIS POLICY AS ADDITIONAL INSURED PER BG G 370 ATTACHED.

Premium for this Change Endorsement:

\$ 100.00	No Premium Change Additional Premium
\$ 3.00	Other Charges, if applicable STATE TAX (specify)
\$.23	Other Charges, if applicable STAMPING FEE (specify)
\$	Other Charges, if applicable (specify)
\$	Other Charges, if applicable (specify)
\$ 103.23	No Premium Change Total Additional Premium Due

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ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
(TENDER OF ANY LOSS TO OTHER AVAILABLE INSURANCE, AND EXCLUSION OF EMPLOYEE INJURY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Attached to and forming a part of Policy Number	Endorsement Effective (Standard Time)					Endorsement Number
	mm	dd	yy	12:01	A.M.	
149B003000		10	20	2005		03

(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

Authorized Representative

Date

SCHEDULE

Name of Person or Organization:

CITY OF HUNTINGTON BEACH, ITS AGENTS, OFFICERS, AND EMPLOYEES
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648

This endorsement is provided in consideration of an additional premium.

Premium:

Exposure: Only the person or organization named

Classification Code: 49950

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the SCHEDULE, but only with respect to liability arising out of your ongoing operations performed for that insured, including acts or omissions of the Additional Insured in connection with the general supervision of such operations.

Except as provided above, this insurance does not apply to any "bodily injury," "property damage" or "personal and advertising injury" arising out of or resulting from the neglect or negligence of the Additional Insured described in this endorsement.

The company will have no duty to defend any "suit" which alleges neglect or negligence of the Additional Insured.

If other valid and collectible insurance is available to the person or organization shown in the SCHEDULE for a loss we cover under Coverage A or B of the Coverage Form to which this endorsement attaches, then the person or organization shown must also tender any loss to each such other insurance. Should such other insurance apply, then this insurance is excess over any other such insurance.

This insurance does not apply to any "bodily injury" to:

- a. An "employee" of any insured, or a person hired to do work for or on behalf of any insured or a tenant of any insured, that arises out of and in the course of:

- (1) Employment by any insured; or
- (2) Performing duties related to the conduct of any insured's business; or

- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- a. Whether an insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

These provisions and exclusions apply in addition to those contained in the Coverage Form. All of the provisions and exclusions of the policy that apply to LIABILITY COVERAGES also apply to this endorsement.



CITY OF HUNTINGTON BEACH

2000 Main Street, Huntington Beach, CA 92648

Declaration of Non-Employer Status

In order to comply with the City Council Resolution No. 6277, you are required to provide proof of Workers' Compensation Insurance. If you have no employees, this form must be signed and returned to:

City of Huntington Beach
Risk Management Division
2000 Main Street
Huntington Beach, CA 92648

I certify that in the performance of the activity or work for which this permit is issued, I shall not employ any person in any manner so as to become subject to California Workers' Compensation Insurance requirements.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued under this declaration if I hire any employee(s) or become subject to the provision of the laws requiring Workers' Compensation Insurance.

Applicant/Company Name: Renée Mayne

Address: PO Box 982 Monterey, CA

Applicant's Signature: Renée Mayne

Title: Negotiator

Location Signed: Monterey, CA

Telephone Number: 831-484-2884

E-14.24

ATTACHMENT 2

E-14.25

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September 13, 2005

Richard Amadril
Central Services Manager
City of Huntington Beach
2000 Main Street, Lower Level
Huntington Beach, California 92648

RE: REQUEST FOR QUALIFICATIONS FOR CHIEF LABOR NEGOTIATOR

Dear Mr. Amadril,

Thank you for the opportunity to provide the City of Huntington Beach a proposal for Chief Labor Negotiator services.

My work is dedicated to helping employers improve their relationship with their employees through positive labor relations. I have over twenty years of experience in labor relations, both from the labor and management sides. I have successfully negotiated over three hundred public and private sector labor agreements. I resolve difficult situations through a principled, team based, relationship building partnership approach.

I have negotiated labor agreements for urban, suburban and rural public agencies of all sizes. I work collaboratively with the management team and am flexible in how I work for each agency; I tailor the level of service and independence of work to the needs and expectations of the agency. For example, I typically train the management bargaining team, develop and cost the employer's contract proposals, analyze and cost employee proposals, develop a strategy for successful, win-win negotiations, receive economic and policy authorization from the decision makers and report the status of bargaining to the decision makers. During contract negotiations, I develop counter proposals and contract language and at the conclusion of negotiations, I write the final Memorandum of Understanding. However, if it is your preference, I will act as a support to City staff and complete any part of this process.

It is my intention that the process of labor negotiations be a principled, positive, relationship building experience between management and labor. Through an analysis of the existing relationship and the goals of each side, I develop a strategy to achieve a mutual agreement that both sides view as fair, honest, respectful, with integrity and wise.

My fee structure is \$100.00 (one hundred dollars) per hour, including travel time (per mapquest.com). I charge for mileage (IRS rate, mileage per mapquest.com), lodging, printing and mail delivery expenses. I do not charge for meals. I bill on a bi-weekly basis.

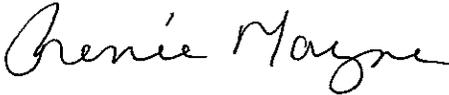
E-14.26

I have attached my resume, a list of public sector clients in California I have served, references, and a recommended process for successfully negotiating contracts with the City of Huntington Beach. For more information about my work, please visit my web site at www.labormanagementsuccess.com

My strengths are that I am passionate about providing my clients top quality services and achieving organizational goals through a positive labor relations program. I look forward to the opportunity of serving as your trusted Chief Labor Negotiator and assisting the City of Huntington Beach achieve successful outcomes with your employees.

Thank you for considering my services. If you have any questions or I may provide you further information, please feel free to contact me any time either at my office at 831-484-2884 or on my cell phone at 831-776-9009.

Sincerely,



Renée Mayne

E-14.27

Renée Mayne

PO Box 982
Monterey, California 93942
831.484.2884 Office
831.417.2190 Fax
rvm@labormanagementsuccess.com
CA PI# 23968

LABOR NEGOTIATOR AND WORKPLACE INVESTIGATOR

- ❑ Chief Negotiator specializing in improving labor management relationships through positive labor negotiations and creative problem solving
- ❑ Licensed Private Investigator specializing in discrimination, sexual harassment, hostile work environment and employee misconduct complaints

RELATED EXPERIENCE

Consultant, Labor Management Success, 1999-Present

- ❑ Self employed consultant, negotiator and investigator
- ❑ Serve as advisor to executive management as chief labor negotiator, management trainer and workplace investigator

Deputy County Administrative Officer – Human Resources, County of Monterey, 1995-1999

- ❑ With a staff of thirty (30), responsible for recruitment, examination, classification, compensation, employee relations, training and employee benefits for 4,000 employees

General Manager, SEIU Local 817, Salinas, California 1991-1995

- ❑ Managed the largest public employee labor union on the Central Coast of California
- ❑ Responsible for bargaining labor agreements, investigating and resolving grievances, complaints and arbitrations

Director, Citizen Action of New York, 1984-1990

- ❑ Managed a non-profit agency dedicated to serving the needs of the senior population
- ❑ Specialized in lobbying, fundraising and grant writing

EDUCATION

State University of New York, Empire State College

CLIENT REFERENCES

City of Capitola
City of Covina
City of Fresno
City of Hollister
City of Palm Springs
City of Redlands
City of Redondo Beach
City of Sacramento

City of Sausalito
County of Monterey
County of Plumas
County of San Benito
Half Moon Bay Fire Protection District
Monterey Peninsula Airport District
Salud Para la Gente
Southern Marin Fire Protection District

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LABOR MANAGEMENT SUCCESS

PUBLIC SECTOR CLIENT REFERENCE LIST

City of Capitola (2004-2005)

Police Negotiations

Contact: Lisa Murphy, Assistant to the City Manager 831-475-7302

City of Covina (2002-2005)

Police and General Unit Negotiations

Contact: Robert Neuber, Human Resources Manager 626-858-5551

City of Fresno (2004-2005)

General Unit, Blue Collar, Bus Driver and Trades & Crafts Negotiations

Contact: Rhonda Lacy, Senior Labor Relations Analyst 559-621-6980

City of Hollister (2003-2004)

Police, Fire, General Unit, Mid-Management, Executive Management – Impact Bargaining

Contact: Clay Lee, Administrative Services Director 831-636-4324

City of Palm Springs (2003-2004)

Police, Police Management, Fire, Fire Management Negotiations

Contact: Troy Butzlaff, Assistant City Manager 760-323-8201

City of Redlands (2000-2001)

Police, Fire, General Unit, Mid-Management, Executive Management Negotiations

Contact: Karen Olson, Human Resources Manager (now with City of Upland) 909-931-4177

City of Redondo Beach (1999-2005)

General Unit, Blue Collar Negotiations; Police, Fire, General Unit, Mid-Management, Executive Management, Police, Fire Labor Management Committee; Workplace Investigations

Contact: Cathy Thompson, Labor Relations Manager 310-371-1171

City of Sacramento (2002-2003)

City Management/Fire Unit Labor Management Partnership Training

Contact: Dee Contreras, Labor Relations Director 916-808-5424

City of Sausalito (2003-2005)

Police, Fire, General Unit Negotiations

Contact: Dale Vaughn, Human Resources Manager 415-289-4130

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County of Monterey (1999-2004)

General, Supervisory, Mid-Management, Management, Deputy Sheriffs, Sheriff Management, Social Workers, Probation Officers, Prosecutors, Public Defenders Unit Negotiations; Workplace Investigations

Contact: Sally Reed, County Administrative Officer (retired) 831-755-5115; Rudy Asunsolo, Equal Opportunity Officer (moved to Oregon) 831-755-5115

County of Plumas (2002-2005)

General, Supervisory & Mid-Management, Crafts & Trades, Deputy Sheriffs Negotiations

Contact: Gayla Trumbo, Human Resources Director 530-283-6444

County of San Benito (2003-2005)

Workplace Investigations

Contact: Liz Brown, Human Resources Director 831-636-4000

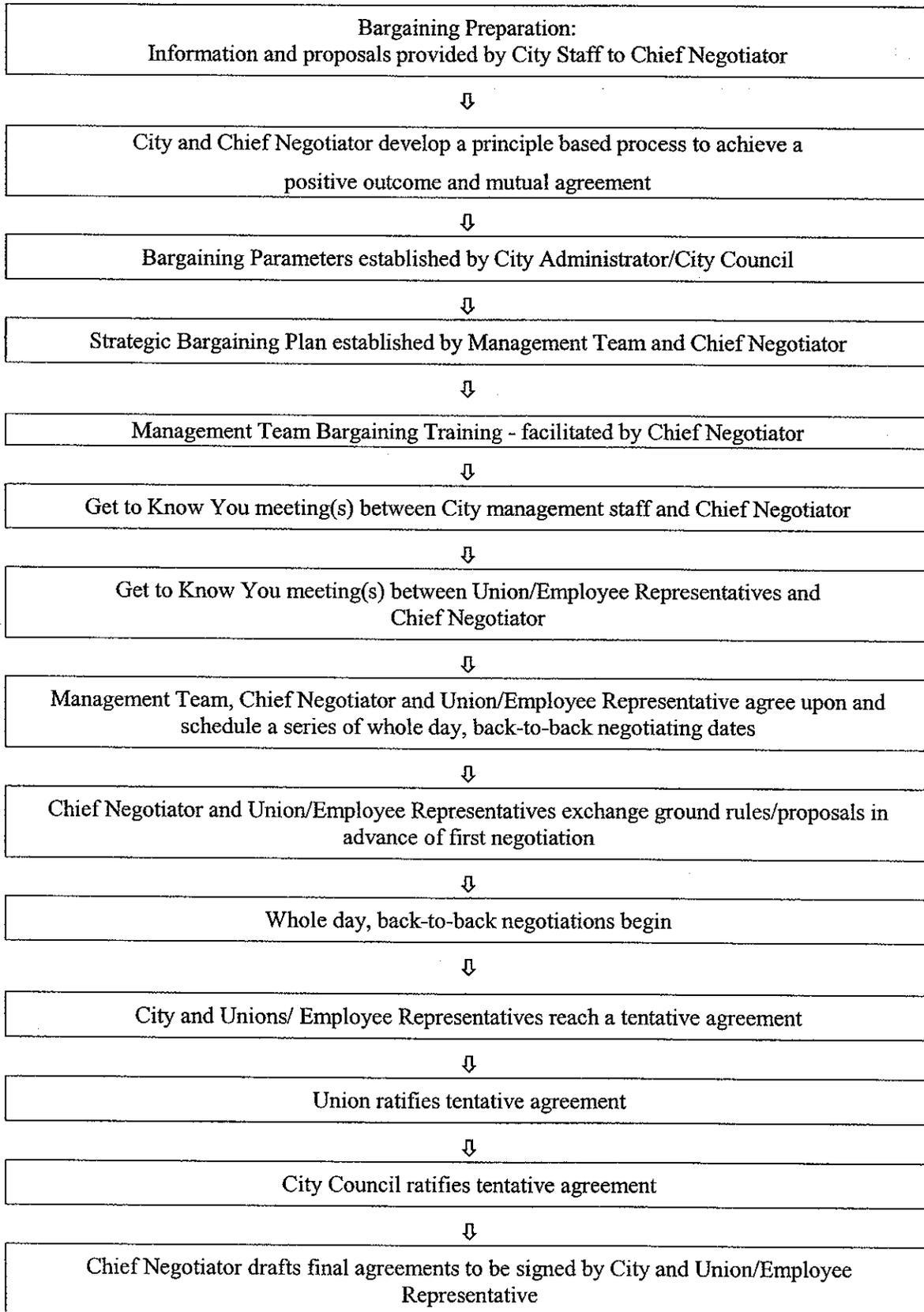
Half Moon Bay Fire Protection District (2003-2005)

Workplace Investigations

Contact: Jerry Donovan, Board President 650-726-2425

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**LABOR MANAGEMENT SUCCESS
RECOMMENDED NEGOTIATION PROCESS**



E - 14.31