



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT I-1
24 Pages

FIRE DEPARTMENT MOU – LABOR NEGOTIATOR

DATE: February 27, 2024

TO: District Board Members

FROM: Dave Hunt, Interim General Manager

SUBJECT: Fire Department MOU Labor Negotiator – Agreement for Consulting Services with Patrick Clark Consulting

BACKGROUND: At the January 30, 2024 meeting, the Board appointed Directors Cox, Ilfeld, and Smolen to represent the District in negotiations of the MOU between the District and the International Union of Operating Engineers, Stationary Engineers, Local 39 representing the Fire Department. The Board expressed concerns about their lack of experience leading the negotiating process, and it was proposed that the District hire a professional negotiating consultant to act as the Lead Negotiator for the Board.

DISCUSSION: Over the past few weeks, staff has researched the suitability and availability of professional negotiators. Gary Bell, District Counsel, provided two labor negotiators for the District to consider. This included Patrick Clark with Patrick Clark Consulting (PCC), and Tara Schultz with Peckham & McKenney. Staff spoke with both Patrick Clark and Tara Schultz by telephone. Tara did not have availability to assist the District at this time. District Staff also reached out to our peers through CSDA Open Forum to get recommendations from other special districts. Positive recommendations from the CSDA Forum focused primarily on Patrick Clark.

Patrick Clark has extensive labor relations experience with cities, counties, and special districts in California, and has negotiated hundreds of MOU agreements over the past 20 years. Attached is his consulting firm bio for detailed information regarding his experience. Patrick has specific experience as the Lead Negotiator for several California Fire Departments as well. Staff reached out to a couple of fire districts that he has recently worked with, and they both provided excellent information and solid reviews of Patrick's work and extensive experience related to California public safety union negotiations.

Based on our search for labor negotiator consultants, our phone interview with Patrick Clark, and communication with his references, staff believes Patrick would be an excellent choice to serve as the District Lead Negotiator for the Board for the upcoming Fire Department MOU.

Patrick's scope of work is attached. He expects his consulting fee could be as high as \$20,000. He also expressed that the fee could be much less if the Board and Union allow for Zoom meetings instead of on-premises meetings. He has confirmed his availability and is able to start immediately if the Board approves his contract.

ALTERNATIVES: 1. Approve the proposal from Patrick Clark Consulting to act as Lead Negotiator for the MOU between the District and the International Union of Operating Engineers, Stationary Engineers, Local 39 representing the Fire Department, for an amount not to exceed \$20,000.

2. Do not approve the proposal from Patrick Clark Consulting.

FISCAL/RESOURCE IMPACTS: The proposed fee for this work is \$20,000. The work is budgeted as an operating expense and will be funded through the Fire Department operating budget. The work is not identified in the FY2023-24 budget and therefore a budget amendment in the amount of \$20,000 is required.

RECOMMENDATION: Approve the proposal from Patrick Clark Consulting to act as Lead Negotiator for the MOU between the District and the International Union of Operating Engineers, Stationary Engineers, Local 39 representing the Fire Department, for an amount not to exceed \$20,000.

ATTACHMENTS:

- Agreement for Consulting Service Between Olympic Valley Public Service District and Patrick Clark Consulting
- Patrick Clark Consulting – Consultant Firm Data Sheet
- Patrick Clark Consultant Bio

DATE PREPARED: February 20, 2024

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
AND
PATRICK CLARK CONSULTING**

This Agreement (“Agreement”) is made between the Olympic Valley Public Service District (“CLIENT”) and Patrick Clark Consulting, a sole proprietorship (“CONSULTANT”).

AGREEMENT

1. TERM – This Agreement will become effective on the date by which both parties have signed the Agreement (“Effective Date”) and will continue in full force and effect until terminated in accordance with Section 15, except to the extent renewed or extended in accordance with Section 16. All days set out are calendar days unless otherwise specified.
2. SERVICES –
 - a. Services Provided – CONSULTANT shall provide labor relations consulting services in accordance with Attachment A, which is incorporated into this Agreement by this reference, but only to the extent Attachment A services are strictly limited by and interpreted in accordance with Section 2.b. of this Agreement; reasonably accomplishable, either by the date of termination, which date shall be established in accordance with Section 15, or any later date established in accordance with Section 16; and otherwise consistent with this Agreement. These services, as thus defined and limited, shall be collectively known as “CONSULTANT Services.”
 - b. Services NOT PROVIDED: Complementary/Sub-Specialist and Licensed Professional Services – CONSULTANT Services shall be strictly limited and interpreted to *exclude* any work that might be construed to require any complementary or sub-specialization or professional license. CLIENT understands that CONSULTANT hires no employees or sub-contractors to provide complementary/sub-specialist or licensed professional services, directly or indirectly for the benefit of CLIENT, and possesses no complementary/sub-specialist expertise or professional licensure himself. Therefore, both parties agree that:
 - i. CONSULTANT shall provide no complementary/sub-specialist or licensed professional services, directly or indirectly to CLIENT, pursuant to this Agreement or otherwise;
 - ii. *Excluded* complementary/sub-specialist and licensed professional services include, but are not necessarily limited to, services properly performed instead by an attorney, accountant, actuary, banker, insurance agent/broker/company, investment banker, investment advisor, mortgage banker/broker, security broker/dealer, structured settlement broker, or expert in compensation studies.
 - iii. CLIENT shall not construe or rely upon any CONSULTANT Services, or any analysis, advice, or services in fact provided by CONSULTANT, pursuant to this Agreement or otherwise, as complementary/sub-specialist or licensed professional services;
 - iv. Although CONSULTANT might periodically recommend CLIENT hire various complementary/sub-specialists or licensed professionals, CLIENT shall

be required to and shall be solely responsible for determining if and when CLIENT reasonably requires complementary/sub-specialists or licensed professionals, for any purpose, including any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A; and

- v. CLIENT shall be solely responsible for directly selecting, vetting, employing, or contracting with, and supervising any necessary or desired complementary/sub-specialists and licensed professionals, including but not limited to any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A. Such complementary/sub-specialists and licensed professionals shall include, but not necessarily be limited to:
- a) Legal counsel, for all CLIENT's legal advice, legal analysis, and legal services, including, but not necessarily limited to final drafting, reviewing, approving, and assuring legal adequacy of all language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's Board of Directors;
 - b) Actuaries, for all CLIENT's actuarial needs, including, but not necessarily limited to any actuarial analysis needed to sufficiently consider and develop desired proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, for example as may be required for consideration and analysis of employee and retiree benefits options' viability, cost, pros and cons, and risks;
 - c) Accountants, for CLIENT's accountancy needs, including, but not necessarily limited to tax counseling related to the language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's Board of Directors;
 - d) Appropriate financial, investment, and insurance professionals, for all other financial advice and services including, but not necessarily limited to advice and services related to the availability of funds or specified rate of return or interest; the expected performance, fluctuation in or future market value of investments or securities; potential sales, earnings, profitability or economic value; securing financing; and the preparation of pro-forma statements, such as those which are the basis of and/or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
 - e) Compensation study experts, for all CLIENT's necessary or desired compensation studies helpful in forming appropriate bargaining proposals related to compensation; and
 - f) Any and all other complementary/sub-specialists or licensed professionals, needed or desired, for any and all other analysis, advice, or services, requiring such complementary/sub-specialization or professional licensure, which are reasonably required in order to accomplish *any* CLIENT purpose, including the purposes of Section 2.a and Attachment A



3. ABILITY TO PERFORM – CONSULTANT agrees and represents that it has the availability, ability, and expertise to perform CONSULTANT Services.
4. DISCLAIMER OF GUARANTEE – CONSULTANT shall perform CONSULTANT Services in a manner consistent with the level of due diligence normally observed by a person of CONSULTANT's qualifications, offering CONSULTANT Services, as defined by Section 2, Attachment A, and this Agreement generally. However, nothing in this Agreement and nothing in CONSULTANT's statements to CLIENT should be construed as a promise or guarantee about outcomes, completion time, or total fees. CONSULTANT makes no such promises or guarantees. CONSULTANT's comments about such topics are expressions of opinions only. Actual outcomes, time required, and fees due (other than hourly rate and other billing policies specified in Section 7 and Attachment B) may vary from any estimates given.
5. DIRECTION & EXECUTION –
 - a. Direction: To the extent consistent with Section 6 and the rest of this Agreement, CONSULTANT shall take direction from, and be monitored by CLIENT's General Manager, and/or a duly authorized designee, except as otherwise specified in this Agreement.
 - b. Execution: CONSULTANT shall assign Patrick Clark to have overall responsibility for the progress and execution of CONSULTANT's obligations under this Agreement. Any change in this assignment may be cause for termination of this Agreement by CLIENT, in accordance with Section 15.
6. ENTITY AS CLIENT – CLIENT is the client, and the only client, under this Agreement. Therefore, CONSULTANT's duty under this Agreement is to the CLIENT itself, as represented by its duly elected legislative body, when acting in accordance with all applicable laws. Accordingly, and notwithstanding Section 5, or any other provision of this Agreement, CONSULTANT
 - a. Adopts no separate duty by this Agreement to any individual or entity working with or for CLIENT;
 - b. Shall only take direction from any individual or entity working with or for CLIENT to the extent CONSULTANT finds it consistent with CONSULTANT's duty to CLIENT pursuant to this agreement; and
 - c. Shall be permitted to consult with CLIENT's legislative body, as CONSULTANT deems necessary, and in the manner and to the extent permitted by California law, to properly execute CONSULTANT's obligations to CLIENT under this Agreement.
7. COMPENSATION –

PC

- a. Compensation Rates, Definitions, and Policies – Compensation rates, definitions, and policies are as set forth in Attachment B, and incorporated into this Agreement by this reference.
 - b. Method of Billing and Payment – At or near the end of each calendar month, CONSULTANT shall submit to CLIENT an invoice for CONSULTANT's Time Worked, and, at CONSULTANT's discretion, Billable Expenses, incurred during that calendar month, in accordance with the compensation rates, definitions, and policies described in Attachment B. CLIENT shall pay each invoice in full within 30 days of its receipt.
 - c. Total Compensation – The total compensation and costs payable to Consultant under this Agreement shall not exceed the sum of twenty thousand dollars \$20,000.00 ("Compensation Cap"), except to the extent Compensation Cap is increased or removed by renewal or extension of this Agreement, per the terms of Section 16.
8. INSURANCE – CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the Agreement, insurance policies and endorsements of the type described below.
- a. Coverage Required –
 - i. Business General Liability Insurance Policy – \$1,000,000.00 per claim and \$2,000,000.00 general aggregate;
 - ii. Auto Liability Insurance Policy – \$1,000,000.00;
 - iii. Errors and Omissions Insurance Policy – \$1,000,000.00; and
 - iv. Workers Compensation Insurance Policy, if/when applicable – Currently CONSULTANT has no employees and is not planning to hire any employees. Therefore, currently CONSULTANT maintains no workers compensation insurance. However, if CONSULTANT hires employees in the future, at that time CONSULTANT shall obtain workers compensation insurance and maintain it for so long as CONSULTANT retains such employees.
 - b. Endorsements – Within a reasonable amount of time after the later of the following two dates, if those dates differ: i) the Effective Date of this Agreement, stated in Section 1; and ii) the date by which all parties have signed this Agreement, CONSULTANT shall ensure that CONSULTANT's business general liability and auto liability insurance policies, referenced in Sections 8.a.i-ii, name CLIENT and related parties as additional insured(s), as follows: "Olympic Valley Public Service District and its officers, employees, agents, and volunteers."
 - c. Evidence of Coverage –
 - i. As soon as practicable upon securing the endorsements required by Section 8.b., CONSULTANT shall ensure that (a) certificates of insurance

PC

(CONSULTANT's initials) _____ (CLIENT's initials)

indicating evidence of the endorsements required by Section 8.b are delivered to CLIENT; and, (b) within a reasonable period of time after a copy of any particular policy required by Section 8.a is requested by CLIENT in writing, that requested copy is delivered to CLIENT.

- ii. Thereafter, at reasonable intervals, in order to assure that required insurance coverage has not lapsed, with a reasonable period of time after written request by CLIENT (a) CONSULTANT shall ensure CLIENT is provided with requested additional certificates of insurance, indicating evidence of the endorsements required by Section 8.b; and (b) CONSULTANT shall ensure CLIENT is provided with any requested copies of any particular policy required by Section 8.a, if the language in that policy may have changed since CLIENT's last request.
- d. Substitute Insurance – CONSULTANT agrees that if it fails to maintain insurance coverage of the type described under Section 8.a. and 8.b., for the duration of this Agreement, whether due to the required insurance lapsing, expiring, terminating, being suspended, or otherwise failing to be maintained, and then fails to reinstate such insurance within 8 business days of receiving written notice from CLIENT of CLIENT's plan to exercise its rights under this Section 8.d., CLIENT may either (i) immediately terminate this Agreement, upon delivery of written notice; or (ii) take out the minimum insurance necessary to rectify the lapse and pay the premium(s) thereon, at CONSULTANT's expense.
- e. Self-Insured Retention or Deductible – CONSULTANT shall be responsible for all deductibles and self-insured retentions on CONSULTANT's insurance policies, except when CLIENT makes a claim as an additional insured, in which case CLIENT shall be responsible.
- f. Subcontractors – CONSULTANT subcontractors must also carry insurance policies of the type described in Section 8.a., but only to the extent and for the duration they directly perform CONSULTANT Services, as opposed to services performed for CONSULTANT and/or for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountancy services, and legal services to assist CONSULTANT in drafting and negotiating this Agreement, for example.
9. INDEPENDENT CONTRACTOR – Both parties agree that CONSULTANT shall perform CONSULTANT Services as an independent contractor, not as an employee of CLIENT. Accordingly, CONSULTANT shall retain the right to perform similar and different services for others during the term of this Agreement; shall determine the means, methods, timing, and manner of performing CONSULTANT Services, subject only to the requirements of the Agreement; and shall be the primary provider of the tools and supplies needed to perform CONSULTANT Services.
10. ASSIGNMENT AND SUBCONTRACTING – A substantial inducement to CLIENT for entering this Agreement is to avail itself of CONSULTANT's unique combination of



experience, reputation, and skill in delivering CONSULTANT Services. Therefore, CONSULTANT agrees to refrain from assigning this Agreement or subcontracting any portion of CONSULTANT Services to a third party, without prior written permission from CLIENT. However, nothing in this Section shall prohibit CONSULTANT, with or without prior written permission from CLIENT, from hiring independent contractors or employees to provide support services for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountant services, and legal counsel to assist CONSULTANT in drafting and negotiating this Agreement, for example.

11. COMPLIANCE WITH LAWS – CONSULTANT agrees to comply with all federal, state, county and local laws, ordinances, and regulations applicable to CONSULTANT, except as otherwise inconsistent with Section 2.b or any other provisions of this Agreement. CONSULTANT'S obligation includes, but is not limited to, a) applying for any business license required by CLIENT for businesses working but not maintaining offices in CLIENT's jurisdiction, and b) filing Forms 700. However, CONSULTANT shall be required to comply with a) and b), *only* if/when CLIENT notifies CONSULTANT in writing of any such requirements, each applicable year. CLIENT's notification obligation, related to b), is consistent with FPCC policy, as indicated by its July 26, 2016 Informal Assistance letter, File No. I-16-062, stating, in part "The City must have a method in place to review current and future City contracts and identify those contracts ... For the contracts identified, the City has a responsibility to notify each contractor of the contractor's obligation to file."
12. CONFIDENTIALITY – All data, documents, discussions, and other information developed or received by CONSULTANT in performing CONSULTANT Services shall be deemed confidential ("Confidential Information"), except that which is either immaterial, shared in communications with representatives of CLIENT bargaining units, publicly available, generally known, and/or released by CLIENT to the public. CONSULTANT shall not disclose Confidential Information, except as CONSULTANT reasonably and in good faith determines is either required by law, authorized by CLIENT, helpful in order either to perform CONSULTANT Services or to execute any other provision this Agreement, or is otherwise reasonable, as in the event of a dispute between CONSULTANT and CLIENT.
13. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY –
 - a. Ownership of Intellectual Property – CONSULTANT owns the copyright to any and all reports, documents, and other written material provided by CONSULTANT to CLIENT in the performance of this Agreement ("Written Products"). Therefore, CLIENT shall not attempt to register copyright or resell any version of such Written Products. CONSULTANT may take, retain, disclose, reformulate, reuse, resell and register copyright versions of such Written Products from which any and all of CLIENT's confidential information has been removed.

- b. Licensing of Intellectual Property – This Agreement creates a nonexclusive and perpetual license for CLIENT to copy, use, modify, or reuse any and all Written Products, for direct use by CLIENT.
14. RECORDS AND INSPECTIONS – CONSULTANT shall maintain materially complete records with respect to CONSULTANT Services for a period of three years after the termination of this Agreement, digitized at CONSULTANT's option. CLIENT shall have the right, at its own expense, to request, access, examine, and make copies such records, during normal business hours, pursuant to specific, reasonable date, time, and other relevant logistical arrangements made in advance with CONSULTANT.
15. TERMINATION OF AGREEMENT –
- a. Elective Termination – Either party, CONSULTANT or CLIENT, may terminate this Agreement, either i) with 15 days advance written notice, with or without cause; or ii) immediately upon delivery of written notice, with cause, as defined by Section 8.d.i. or Section 5.b.
- b. Automatic Termination – If the Compensation Cap described in Section 7.c is reached, this Agreement shall automatically terminate, except to the extent renewed or extended per the terms of Section 16.
- c. Requirements Upon Termination – In the event of termination, in accordance with either Sections 15.a. or 15.b., CLIENT shall compensate CONSULTANT for CONSULTANT's Time Worked and any Billable Expenses incurred up to the date of termination within thirty days of CONSULTANT's delivery to CLIENT of both a final invoice and all significant work product generated prior to the date of termination but not yet provided to CLIENT, if any.
16. RENEWAL OR EXTENSION OF AGREEMENT – In the event a date of termination is established, in accordance with Section 15.a or 15.b, this Agreement may be renewed or amended to extend beyond that date of termination only by written agreement of the parties, entered into either before or within 30 days after that date of termination. However, nothing in this Section, or in this Agreement generally, *requires* either party to renew or extend this Agreement or to enter into negotiations regarding the renewal or extension of this Agreement.
17. NO THIRD PARTY BENEFICIARY – This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors, heirs, and assigns, and no other person or entity may have or acquire any right by virtue of this Agreement.
18. NOTICE – Any notice required by Section 8, 15, or Attachment B of this Agreement shall be in writing and either delivered personally or sent by prepaid, first class mail, to the applicable party's physical address, provided below. Any other notice required by this Agreement may be emailed, to the applicable party's email address, provided below. Either party may change its addresses or phone number by notifying the other party in



writing of the change. Any notice, request, or other communication between the parties, whether required by this Section or in voluntary compliance with it, shall be deemed communicated upon personal delivery, or within 72 hours from the time of mailing or emailing, if sent as provided in this Section.

If to CLIENT:

Olympic Valley Public Service District
Attn.: General Manager
305 Olympic Valley Rd.
Olympic Valley, CA 96146
Tel: (530) 583-4692
Email: dhunt@ovpsd.org

If to CONSULTANT:

Patrick Clark Consulting
Attn.: Patrick Clark
428 J Street, 4th Floor
Sacramento, CA 95814
Tel: (916) 838-2806
Email: pc@patrickclarkconsulting.com

19. ENTIRE AGREEMENT – This Agreement and all other agreements, exhibits, attachments, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties, pertaining to CLIENT hiring CONSULTANT to perform CONSULTANT Services, and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties pertaining thereto. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty, except those expressly set forth in this Agreement.
20. SEPARATE WRITINGS AND EXHIBITS – The following agreements, exhibits, attachments, schedules, or other separate writings, as executed contemporaneous herewith or as amended in the future in accordance with Section 21, constitute a part of this Agreement and are incorporated into this Agreement by this reference:
- a. ATTACHMENT A – Scope of Work
 - b. ATTACHMENT B – Compensation Rates, Definitions, and Policies
 - c. Any additional exhibits, attachments, schedules, or other separate writings, added to this Agreement in the future, by amendment, in accordance with Section 21.

If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, attachment, schedule, or other incorporated writing, the provisions of this Agreement shall control.

21. AMENDMENTS – This Agreement and its attachments may be supplemented, amended, or modified only by a writing signed by both parties, except as allowed by Attachment B.

22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected. However, notwithstanding the foregoing, this clause shall not be applied so as to defeat the primary purpose of the parties, which is CLIENT hiring CONSULTANT to perform CONSULTANT Services in exchange for compensation described in Section 7 and Attachment B.
23. JURISDICTION OF LAW; VENUE – The laws of the State of California shall govern the validity, construction, and effect of this Agreement, except to the extent said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the Placer County Superior Court, if Consultant is plaintiff, and in Sacramento County Superior Court, if Client is plaintiff.
24. CAPTIONS – The captions in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.
25. WAIVER – No delay or omission to exercise any right, power, or remedy accruing to parties under this Agreement shall impair any right, power, or remedy of parties, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.
26. AUTHORITY TO ENTER AGREEMENT – Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement on behalf of each respective party.

CLIENT (OVPSD)

By:

CONSULTANT (Patrick Clark Consulting)

By:

Dave Hunt (Interim)
General Manager

Date

Patrick Clark
Consultant

02/20/2024

Date

PC

ATTACHMENT A

SCOPE OF WORK

As limited by Section 2.a. of this Agreement; as otherwise consistent with this Agreement; and to the extent under the direction and supervision of CLIENT's General Manager, and/or a duly authorized designee, and in consultation with and with review and approval by CLIENT's duly provided, appropriate, relevant, necessary, and desired complementary/sub-specialists and licensed professionals, including, but not necessarily limited, to those described in Section 2.b. of this Agreement, "CONSULTANT Services" to include:

1. Serve as the CLIENT's Labor Negotiations Advisor and Labor Negotiator;
2. Allow CLIENT's Board of Directors the opportunity to create the guidelines and parameters for ensuing discussions with CLIENT's recognized employee group(s);
3. Meet with CLIENT's Negotiation Committee and Board of Directors to ensure proper relations with CLIENT's Board of Directors and to assist in the formulation of CLIENT's position(s) for forthcoming meetings with CLIENT's recognized employee group(s);
4. Collaboratively develop guidelines, proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, specifically in cooperation with CLIENT's duly provided complementary/sub-specialists and licensed professionals, needed, or desired for input, review, or approval, as described in Section 2.b. of this Agreement, including, but not necessarily limited to, CLIENT's Negotiation Committee members and, without limitation, CLIENT's Board of Directors, as well as CLIENT's legal counsel and actuary(ies), if/as necessary or desired.
5. Assist in developing tentative agreements, and MOU provisions, as are reasonable and/or necessary to negotiations, specifically at the direction of CLIENT's Negotiation Committee and CLIENT's Board of Directors, and with the cooperation, review, and/or approval of any other appropriate, duly provided CLIENT complementary/sub-specialists and licensed professionals, as described in Section 2.b. of this Agreement, including, but not necessarily limited to CLIENT'S legal counsel, where CLIENT shall ensure that all tentative agreements and MOU provisions are subject to final review and approval by CLIENT's legal counsel and any other necessary or desired Section 2.b. complementary/sub-specialists and licensed professionals, prior to MOU adoption by CLIENT's Board of Directors.
6. Serve as the CLIENT's Labor Negotiations Advisor and Labor Negotiator in any impasse proceedings or unit determination disputes.

ATTACHMENT B

COMPENSATION RATES, DEFINITIONS, AND POLICIES

1. **CONSULTANT Invoices:** CONSULTANT invoices shall include brief descriptions of Time Worked, including dates and amount of time spent, and amounts for Time Worked at CONSULTANT's Rate, and, at CONSULTANT's discretion, amounts for Billable Expenses, if any, in accordance with the following definitions and related rates and policies.
2. **Definitions:**
 - a. "Time Worked": Time Worked shall include both CONSULTANT's time spent performing Consultant Services and CONSULTANT's related drive time, including time spent driving between CLIENT's location(s) and CONSULTANT's office, home, or any other location.
 - b. "CONSULTANT's Rate": CONSULTANT's Rate is \$250.00 per hour, billable in increments of 15 minutes.
 - c. "Billable Expenses:" CONSULTANT'S actual, reasonable, documented expenses shall be considered "Billable Expenses," and shall be reimbursed by CLIENT at cost, without mark-up, if and when billed by CONSULTANT.
3. **Amendments to Attachment B:** With 30 days advance written notice, CONSULTANT shall be entitled to unilaterally increase Consultant's Rate, set herein, or otherwise amend this Attachment.

Consultant Firm Data:

Legal Name: Patrick Clark Consulting
Address: 428 J Street, 4th Floor
Sacramento, CA 95814
Phone: (916) 838-2806

Patrick Clark Consulting provides comprehensive labor relations consulting services to cities, counties and special districts covered by the Meyers-Milias-Brown Act.

Organizational Background:

Describe your agency's history, mission, and services provided, administrative structure, and experience providing the same services. Include detailed and relevant information that fully demonstrates the proposer meets the criteria of experience set forth in the following section.

- i. **History:**
Patrick Clark Consulting (PCC) was established on January 1, 2010. PCC provides labor relations consulting services to public sector employers of all sizes.
- ii. **Mission:**
Providing labor relations consulting services to public entities covered by the Meyers-Milias-Brown Act.
- iii. **Services provided:**
I have served as the Chief Labor Negotiator for more than 50 cities, counties, and special districts. Primarily this is in the context of successor MOU negotiations. However, clients have retained me for interim negotiations, impact meet & confers, layoffs, reorganizations, and effects bargaining.

In the role of Chief Labor Negotiator, I meet with executive management and the City Council or Board of Directors to develop strategy and parameters for settlement. I meet with department heads, consulting actuaries, financial consultants, insurance brokers and other key players to develop bargaining proposals.
- iv. **Administrative Structure:**

Patrick Clark Consulting is a sole proprietorship with no employees at this time.

Experience providing the same services:

I have more than 25 years of labor relations experience serving at the highest levels on both sides of the bargaining table. Since 2010 I've negotiated hundreds of labor agreement as in independent consultant. Prior to that I served as the Chief Labor Negotiator for several multi-billion-dollar contracts with the State of California under the Ralph C. Dills Act. I also served as the Chief of Labor Relations for the California Employment Development Department, an agency with 8,000+ employees.

a. Regular and continuous engagement in the business of providing police and fire labor negotiations and consulting services for at least five (5) years prior to the date of this RFP in the state of California.

I have been engaged exclusively and continuously in the provision of Chief Labor Negotiator/Labor Relations Services, including police and fire units, since 2010.

b. Knowledge of and experience in current employer-employee public safety labor practices, public safety trends and major problems, principles of labor negotiations, applicable federal and state labor, employee benefit and retirement laws, public sector labor practices and structure and operation of a full-service city government in the state of California.

I have 25+ years' experience exclusively in the field of labor relations. I have served at the highest level on both the Union and Management sides of the table. I routinely attend CALPELRA conferences and special trainings related to labor negotiations. I work closely with labor attorneys and receive legal updates on a continuous basis. I routinely work with the following law firms:

- Best, Best & Krieger
- Burke, Williams & Sorensen
- Colantuono, Highsmith and Whatley
- Cota, Cole LLP
- Jones and Mayer
- Liebert, Cassidy & Whitmore
- Meyers Nave

That said, I am a non-lawyer labor negotiator. I do not provide legal services. I frequently work hand in glove with the City attorney or labor attorneys retained by my clients in the development of contract language, the development of negotiations strategy as well as preparation for impasse, mediation and potentially fact-finding.

Disclosure:

Patrick Clark has never had any contract failures, litigation, or investigations in relation to any services provided to any client.

PERSONNEL RESUMES:

Patrick Clark Consulting is a Sole Proprietorship. All proposed services to be provided directly by Patrick Clark.

Experience:

Patrick Clark Consulting

*Sacramento, CA
Consultant*

2010-Present

Chief Labor Negotiator representing more than 40 cities, counties, and special districts.

Blanning and Baker Associates, Inc.

*Sacramento, CA
Consultant*

2009

Served as consultant to clients with regard to collective bargaining, legislative advocacy, and policy development.

International Union of Operating Engineers, Stationary Engineers Local 39

*Sacramento, CA
Business Representative*

2005 - 2008

Chief Labor Negotiator for Local 39 in the Cities of Folsom, Lincoln, Roseville, as well as the El Dorado County Courts, Placer County Water Agency, Georgetown Divide Public Utility District, and South Lake Tahoe Public Utility District.

State of California, Employment Development Department

*Sacramento, CA
Labor Relations Manager II*

2004

Served as Chief of the Labor Relations for EDD (8,000+ employees). Served as Chief Negotiator for department in all labor relations matters with eleven different bargaining units.

CSEA, SEIU Local # 1000, Civil Service Division

Sacramento, CA

2001- 2004

Senior Labor Relations Representative

Served as Chief Labor Negotiator for State Bargaining Units 1 (Professional Administrative, Financial & Staff Services), 3 (Institutional Educators and Librarians), 14 (Printing Trades) and 17

(Registered Nurses) and 21 (Education/Library/Maritime); Acted as lead staff on multi-unit negotiations (Master Table); served as chief negotiator for several multi-billion-dollar contracts covering between 800 – 95,000 employees.

CSEA, Association of California State Supervisors

Sacramento, CA

1996 - 2001

Labor Relations Representative

Represented employees excluded from collective bargaining under the Ralph C. Dills Act, with excluded employee grievance procedure, in Skelly hearings, in Coleman hearings, in State Personnel Board evidentiary hearings, and before the full State Personnel Board (S.P.B.) in the event of a rehearing; represented groups in meet and confer settings with assigned Departments, S.P.B. and with Department of Personnel Administration (D.P.A.); represented the Association of California State Supervisors (A.C.S.S.) in Departmental,

S.P.B. and D.P.A. meet and confer settings; assisted in the development of the A.C.S.S. legislative agenda, bill analysis, and the development of board items for internal A.C.S.S. governance.

CSEA, S.E.I.U. Local # 1000, Civil Service Division

El Centro, CA

1994 - 1996

Labor Relations Representative

Represented CSEA members in State Bargaining Units 1, 3, 4, 11, 15, 17, 20 & 21; filed grievances, unfair labor practices, merit issue complaints, and disciplinary appeals with the D.P.A., the Public Employee Relations Board (P.E.R.B), and the State Personnel Board; assisted association attorneys in preparation for evidentiary hearings; represented various state bargaining units in meet and confer sessions with the California Department of Corrections.

CSEA, CPAC Political Action Committee, Coalition for New Priorities

EDUCATION **California State University, Chico**, B.A. Social Science, Collective Bargaining emphasis.

Chico, CA

1993

REFERENCES

City of Davis, Janet Emmett, 530-757-5644

City of Grass Valley, Tim Kiser, 530-274-4312

City of Oroville, Bill LaGrone, 530-538-2472

City of Patterson, Ken Irwin, 209-895-8015

City of Placerville, Dave Warren, 530-642-5556

City of Sebastopol, Mary Gourley, 707-823-1153

County of Colusa, Wendy Tyler, 530-4580737

Housing Authority of the County of Butte, Ed Mayer, 530-895-6532

Regional Housing Authority, Gus Becerra, 530-672-0220

PROPOSED COST OF SERVICES:

Current hourly rate is \$250.00 per hour, billed in 15-minute increments. Travel time to be considered time worked. Any expenses to be reimbursed based on original receipts.

For ongoing Labor Relations Services, retainer/minimum fee arrangements can be made to guarantee consultant availability.

PHILOSOPHY, APPROACH & TECHNICAL CAPABILITIES

Patrick Clark strives to achieve a win-win solution to every problem and will bring his successful track record to aid the County in its labor negotiations. He has negotiated more than 300 contracts over his 25+ year career. In that time, he has had to impose terms less than a dozen times and has only gone to fact-finding on one occasion. In other words, he reaches harmonious agreement without going to mediation or fact-finding more than 95 percent of the time.

Patrick brings decades of experience negotiating thousands of proposals with over 50 distinct employers to each problem he faces. It is quite rare that he encounters a problem he hasn't overcome many times before. That being said, he recognizes the unique challenges of today's economy. He will apply his vast negotiating experience to recommend methods to bring both sides in negotiations to a fair agreement. Challenging economic times demand creative solutions. Patrick understands the need for creativity and has the experience and skills to achieve mutually agreeable and beneficial resolutions.

REFERENCES / LISTING OF EXISTING AND PAST CLIENTS

References/Examples:

City of Davis – Assistant City Manager, Kelly Stachowicz, (530) 747-5802

City of Grass Valley – Finance Director, Andy Heath, (408) 821-6737

City of Placerville – Assistant City Manager, Dave Warren, (530) 642-5556

Current and Past Client List:

- Auburn Cemetery District
- California Fair Services Authority
- Castro Valley Sanitary District
- City of Angels Camp
- City of Auburn
- City of Calistoga
- City of Citrus Heights
- City of Cloverdale
- City of Colfax
- City of Colusa
- City of Davis
- City of El Centro
- City of Galt
- City of Grass Valley
- City of Gridley
- City of Healdsburg
- City of Jackson
- City of Larkspur
- City of Lathrop
- City of Marysville
- City of Oroville
- City of Patterson
- City of Placerville
- City of Ripon
- City of Roseville
- City of Sebastopol
- City of South Lake Tahoe
- City of St Helena
- City of Upland

- City of Willits
- Colusa County
- Cosumnes Community Services District
- El Dorado County Fire Protection District
- Housing Authority of the County of Butte
- Lake Shastina Community Services District
- Lathrop Manteca Fire District
- Modesto Irrigation District
- Monterey Regional Waste Management District
- Napa County Fair Association
- Placer Mosquito and Vector Control District
- Regional Housing Authority
- Rescue Fire Protection District
- Ross Valley Sanitary District
- San Mateo County Mosquito and Vector Control District
- Santa Clara County Housing Authority
- Shasta Mosquito and Vector Control District
- South Placer Municipal Utility District
- Stanislaus Consolidated Fire Protection District
- Town of Mammoth Lakes

Patrick Clark has extensive labor relations experience with cities, counties, special districts, and the State of California. Experience ranges from day-to-day labor relations issues up to and including serving as Chief Labor Negotiator for several bargaining unit agreements with the state of California. Clark has negotiated agreements covering as many as 95,000 employees and as few as a dozen employees.

Clark's diverse experience began in 1994 working for one of the largest local unions in the United States, CSEA/SEIU Local 1000. While there he served as Chief Labor Negotiator for multiple billion-dollar-agreements.

Clark's "Management Side" experience includes a stint as the Chief of Labor Relations for one of California's largest public employers with more than 8,000 employees, the Employment Development Department (EDD). Clark has been an independent consultant serving as Chief Labor Negotiator for more than fifty public sector clients since 2010.

Clark is an effective and efficient labor negotiator. Since the advent of fact-finding in 2013, Clark has negotiated more than 300 agreements with only one case going to fact-finding.

Current Clients Include:

City of Davis – HR Director, Chris Bensch, 530-757-5618

City of Healdsburg – Assistant City Manager, Andrew Sturmfels, 707-434-3570

City of Patterson – City Manager – Ken Irwin, 209-895-8015

City of Placerville – City Manager – Cleve Morris, 530-642-5200

City of Sebastopol – Finance Director – Ana Kwong. 707-360-5155

City of South Lake Tahoe – HR Manager, Ember Buckman, 530-542-6052