

ORIGINAL

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090111-24-H,
EMPLOYEE LABOR CONTRACT NEGOTIATION CONSULTANT**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090111-24-H, EMPLOYEE LABOR CONTRACT NEGOTIATION CONSULTANT (Contractor).

RECITALS

On or about 2/15/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to negotiate employee labor contracts as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit D.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of three years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for two additional one-year periods. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ORIGINAL

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$5,000,000.00 for the Services to City as described in the Scope of Work attached in Exhibit B.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Burke Williams and Sorensen,LLP

Proposer

444 South Flower Street, Suite 2400

Street Address

Los Angeles

City

213.236.0600

Telephone No.

tdavis@bwslaw.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name:

Claudia C. Barca

Director, Purchasing & Contracting Department

August 1, 2024

Date Signed

BY:



Timothy Davis (May 28, 2024 09:32 PDT)

Signature of
Proposer's Authorized
Representative

Timothy Davis

Print Name

Partner

Title

May 28, 2024

Date

Approved as to form this 1st day of

August, 20 24.
MARAW. ELLIOTT, City Attorney

BY:



Deputy City Attorney

Miguel Merrill

R-315679

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are encouraged to attend the pre-proposal conference if it is scheduled. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some

or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Reserved.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Reserved.

2.9 Reserved.

2.10 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.11 A title page.

2.12 A table of contents.

2.13 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.14 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Optional Interview/Oral Presentation. The City may require proposers to interview and/or make an oral presentation.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

MAXIMUM
EVALUATION
POINTS

A. Responsiveness to the RFP.

15

1. Requested information included and thoroughness of response.
2. Understanding of the Core Requirement and Deliverables.
3. Clarity and brevity of the response.
4. Conformance to the specified RFP format.

B. Staffing Plan.

20

1. Provisions for the required disciplines/background of the Firm.
2. Qualifications of personnel adequate for requirement, to include Bios of staff that identify which of the past projects they worked on, including their Respective roles.
3. Provisions for participation by firm's key personnel.

C. Firm's Capability to Provide the Services, Expertise and Past Performance.

45

1. Proven expertise and competence to deliver services.
2. Specialized experience and technical competence of the firm considering the type of services required, the complexity of the project, and strength and commitment of personnel assigned to the project.
3. Proven success in reaching agreement with recognized employee organizations.
4. Proven success in negotiation reopeners.
5. Specialized experience and technical competence of the firm considering the type of services required, the complexity of the project, and strength and commitment of personnel assigned to the project.
6. For at least ten (10) years prior to RFP, proven regular and continuous labor relation services to public sector organizations, specifically municipalities, with a workforce of at least 5,000 budgeted represented employees.
7. Demonstrated performance in providing excellent consultation to Client regarding best practices for leading and managing the negotiation (in all phases), and best practices for attaining bottom-line and measurable results.
8. Specific experience with government agencies and understanding its organizational culture.
9. Extensive experience working in public sector with elected officials, City staff and broad range of agencies and recognized employee organizations.
10. Demonstrated experience with coalition bargaining within the last ten (10) years for organizations under the MMBA.
11. Demonstrated experience in negotiating with public safety bargaining units within the last ten (10) years for organizations under the MMBA.
12. Demonstrated experience with Impasse Procedures within the last ten (10) years for organizations under the MMBA.
13. Demonstrated experience with Fact-finding process under the MMBA.
14. Demonstrated experience in providing labor negotiating services to charter cities.
15. High quality written and presentation samples.
16. Capacity/Capability to meet The City of San Diego needs in a timely manner.
17. References are Outstanding.

	MAXIMUM EVALUATION POINTS
D. Acceptance and Risk	10
1. The Proposal's acceptance of the Exhibit B Scope of work and City's General Contract Terms and Provisions.	
E. Price.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12

FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE: **112**

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B

SCOPE OF SERVICES

- A. BACKGROUND.** The City of San Diego (City) is requesting proposals from consultants qualified to lead negotiations between the City and its six recognized employee organizations in accordance with the Meyers-Milias-Brown Act (MMBA) and local rules set forth in the City Charter, San Diego Municipal Code, and City Council Policy 300-06. Proposer are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required.
- B. OBJECTIVE.** The City intends to award a contract to a qualified consultant, whose proposal presents the best overall value to the City while meeting the specifications and requirements of this RFP.
- C. CORE REQUIREMENTS AND DELIVERABLES.**
1. The Contractor will be required to provide as-needed expert labor negotiation services related to all reopeners referenced in the current Memoranda of Understanding (MOUs) between the City and its six recognized employee organizations, and any of the City's other meet and confer obligations, as identified by the City's Human Resources (HR) Director or designee, or other City officer responsible for ensuring compliance with the City's obligations under the MMBA and local rules governing labor relations. The City's six recognized employee organizations are: American Federation of State, County and Municipal Employees, Local 127 (Local 127); San Diego Municipal Employees Association (MEA); California Teamsters Local 911 (Local 911); San Diego Police Officers Association (POA); San Diego Deputy City Attorneys Association (DCAA), and San Diego City Firefighters IAFF Local 145 (Local 145). The City requires open communications between designated City representatives and the Contractor over the course of labor negotiations.
 2. The Scope of Services covers all labor negotiations under the MMBA and San Diego City Council Policy 300-06, as directed or required by City officers or designees.
 3. Working in conjunction with the City's designated management team for labor negotiations, the Contractor must prepare collective bargaining proposals and counter proposals, briefing materials, presentations, correspondence, proposed tentative agreements and proposed MOUs subject to legal review by the Office of the City Attorney, and related documents; appear and make presentations at City Council meetings, including closed session meetings and open session meetings; and provide oral and written reports regarding progress of negotiations to City officers or designees.
 4. The Contractor must have knowledge of and apply all rules binding the City as a public agency employer, including rules set forth in the San Diego City Charter, San Diego Municipal Code, San Diego City Council Policies, San Diego Civil Service Rules, San Diego Personnel Manual, Administrative Regulations, other local laws and regulations, and applicable federal and state laws. The Contractor must seek legal guidance from the Office of the City Attorney in a

timely manner before committing to any position on behalf of the City with any recognized employee organization. If the Contractor is a licensed attorney, the Consultant must not provide legal services, except with the written request by or the written approval of the Office of the City Attorney. The Consultant must keep the Office of the City Attorney informed, in writing, of all aspects of labor negotiations and discussions; this information must be provided on a regular basis and promptly after the negotiations or discussions occur, and it must include the substance of what was negotiated and discussed.

5. The Consultant must respond in a timely manner to requests for advice on labor negotiations from members of the City Council or the Office of the Independent Budget Analyst, either in writing or briefing in closed session depending on the appropriateness of the response.

D. CITY PROVIDED INFORMATION. The City will provide the following information to the Contractor:

Copies of the current MOUs with the City's six recognized employee organizations (DCAA, Local 127, Local 145, MEA, POA and Local 911).

E. CITY CONTACT AFTER AWARD OF CONTRACT. With respect to the services performed under this Contract, the Contractor will report to the City Council and the Office of the Mayor under the direction of the Human Resources Director or designee.

F. INVOICING REQUIREMENTS. The basis for monthly billing is hourly. The Contractor must submit monthly invoices to the City by the fifth of each month for services rendered the previous month. Invoices must include a distinct identification number. Both the amount invoiced for the billing period and the total amount then owed (the balance forward) must be provided in the invoice. The Contractor must also provide detailed billing information including a detailed description of the service rendered, date of service, time devoted to service, name, billing rate, and total amount billed for each service, and a breakdown of all disbursements by category of expense. A receipt for each category of expense must accompany the invoice to qualify for reimbursement by the City.

The Contractor is required to monitor the amount of services completed and provide notice to the HR Director, HR Assistant Director and/or designee when 80% of the fixed, aggregate contract amount has been exhausted.

G. QUALIFICATIONS AND EXPERIENCE. The following experience, qualifications, and skills are required to successfully complete the requirements of this RFP.

1. Contractor must have experience negotiating agreements with public safety bargaining units in the state of California within the last ten years.
2. Contractor must have demonstrated ability to prepare materials, representative of similar projects, and submit samples of such materials.
3. Contractor must have strong research and technical writing skills, strong observation skills, attention to detail, the ability to work independently, the

ability to be responsive and flexible to input and direction from City staff and produce high-quality written materials within specified timelines.

4. Contractor must be comfortable with and articulate in public speaking situations, and demonstrate professional behaviors and protocols, which must be demonstrated at the oral presentation, interview, and establishment of rapport with key personnel.
 5. The key personnel must be dedicated to the City's account. Contractor must not change the key personnel dedicated to the City's project without written permission from the City.
 6. Contractor must be accessible, at a minimum, by email and telephone, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, excluding City holidays. Contractor must be accessible after hours upon request.
 7. Proven success in reaching agreements with recognized employee organizations within the last ten years.
 8. Proven success negotiating reopener provisions within the last ten years.
 9. Experience with impasse procedures and the factfinding process under the MMBA.
 10. Previous experience with public agencies is required. Proposers must provide a comprehensive list reflecting the last five years working with public agencies, which includes a short description of the project, the project scope of work, award date, completion date, name of the Proposer team's assigned Project Manager, name of the public agency's Project Manager or equivalent position, and contract value.
 11. Contractor must be competent in the use of standard computerized technology. The format for all drafts and final documents must be in Microsoft Word and/or Microsoft Excel.
 12. Consultant must have experience with coalition bargaining for agencies under the MMBA within the last ten years.
 13. Consultant must have experience in working with charter municipalities within the last ten years.
- H. **POST AWARD KICK-OFF MEETING.** Proposer receiving award under this solicitation must attend a post award kick-off meeting within ten calendar days after award of contract to be scheduled by the Contract Administrator or designee. The Contract Administrator or designee will communicate the date, time, location, and agenda for this meeting to Proposer.
- I. **MEETING REQUIREMENTS.** Contractor must attend meetings to provide information to elected officials, City officers, department directors, or other management representatives regarding labor negotiations, as requested. Most City Council and

Council Committee meetings should not exceed two hours, but Contractor must be available to attend longer meetings if circumstances require attendance.

- J. REPORT REQUIREMENTS.** Contractor must provide reports, as requested, detailing progress and outstanding issues. Reports must be submitted to the City's Technical Representative or designee electronically via email attachment in MS Word and/or Excel format. In some cases, as specified by the City's Technical Representative or designee, report submittal in PDF format will be acceptable.
- K. PAYMENTS WITHHELD.** The City may withhold payment to such extent as may be necessary to protect the City from loss due to:
1. Work required in the specifications, which is defective, incomplete, or not performed.
 2. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
 3. A reasonable doubt that the Contract can be completed for the balance unpaid.
- L. OPTIONAL SERVICES.** The City may require Contractor to provide, at the discretion of the City, optional consulting services beyond those described in the Scope of Services (Optional Services). Prior to Contractor's performance of Optional Services, the City and Contractor must agree in writing upon a fee for the Optional Services. Optional consulting services may be required on an as-needed basis throughout the term of the Contract.
- M. TECHNICAL REPRESENTATIVE.** The Technical Representative for this Contract is the City's HR Department, the designee specified in the notice of award issued under this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance with the Scope of Work and performance to Contract specifications. The Technical Representative is also responsible for oversight of all invoice payments and billing questions for purchase orders issued under this Contract.

The Purchasing Agent is responsible for all contractual matters. The Contractor must not rely upon any oral change from anyone or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent, acting upon proper authority.

N. SUBMITTALS

1. The Proposer must describe experience in completing similar contracts and consulting efforts and present each team member's qualifications. The term "team member" refers to each individual on the team.
2. For each team member that would be involved in the project, describe in detail three successfully completed similar projects. For each completed project, provide the name of the jurisdiction and Project Manager the Contractor team performed work for, address, telephone number, type of work performed, and

dollar value of the contracts. A similar project currently being performed may be submitted.

3. The Proposer must submit resumes for key personnel to include each principal, project manager, and staff who will be involved in any of labor negotiations or meet and confers. Contractor team must provide contact information, including email address, for the Principal in Charge and project managers for the lead firm.
4. The Proposer must submit a minimum of two writing samples completed in the last five years relevant to the scope of work as specified in this RFP.
5. For at least ten years prior to RFP, regular and continuous labor relations services to California public sector organizations, specifically municipalities, or other entities subject to the MMBA, with a workforce of at least 5,000 budgeted represented employees. Proposer must provide a list of public sector organizations and represented workforce size.
6. The Proposer must submit a list, which sets forth all prime contracts and amendments awarded to the Contractor team from the City for the last ten years.
7. Proposer must provide a company/corporate organizational chart and staffing profile.

- O. REFERENCES.** Contractor must demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Contractor. References that do not respond within five calendar days will be considered an unsatisfactory reference. References must be provided in accordance with the attached form.

Contractor is required to provide a minimum of five references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past ten years.

The City will rely on references as part of the evaluation process. The City reserves the right to take any of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer and to contact independent consulting firms for additional information about the Proposer.

- P. PRICING.** Proposer's pricing must be submitted as hourly-based rates for the performance of all core requirements, deliverables and tasks as specified in Section C above.

The City shall evaluate pricing for this RFP solely based upon Proposer's submitted hourly-based rates price, as specified in the below table.

Proposers must submit their proposal for pricing on the following City's Price Schedule. Using the enclosed Price Schedule will help ensure consistency in the price evaluation process.

The Price Schedule is to be completed in full and incorporated herein. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable. Blanks on the Price Schedule will be interpreted as zero and no price will be allowed.

All prices, rates, and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal.

- Q. PRICE SCHEDULE.** Hourly rate shall be inclusive of all fees and costs of operations to provide the contract services, including but not limited to photocopying, support services, travel (at the GSA rate) and lodging and any other related expenses incurred in the course of representing the City. Pricing must be submitted as hourly-based rate(s) for the performance of all core requirements, deliverables, and tasks as specified in the RFP. Any variations of the hourly needs during the contract period shall not entitle the proposer an adjustment in hourly rates noted or to any additional compensation.

Hourly Rates – Fiscal Year July 1, 2024 to June 30, 2026

Job Title	Hourly Rate
Partners over 25 years experience	\$385
Partners less than 25 years experience	\$360
Senior Associates	\$325
Associates	\$315

Hourly Rates – Fiscal Year July 1, 2026 to June 30, 2027

Job Title	Hourly Rate
Partners over 25 years experience	\$395
Partners less than 25 years experience	\$370
Senior Associates	\$335
Associates	\$325

Hourly Rates – Fiscal Year July 1, 2027 to June 30, 2029

Job Title	Hourly Rate
Partners over 25 years experience	\$405
Partners less than 25 years experience	\$380
Senior Associates	\$345
Associates	\$325

- R. **MANNER OF PAYMENT.** Notwithstanding any provisions in this Contract to the contrary, including General Contract Terms and Provisions, Article III, section 3.1, the City will not begin payments to Contractor before the Effective Date of this Contract.

Contractor will be paid monthly, in arrears, for any services provided after August 1, 2024, in accordance with the terms and conditions specified in this Contract and to the satisfaction of the City.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I

SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II

CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

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

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

Tab A
Submission Information and Forms

SUBMISSION INFORMATION AND FORMS

Exceptions

Burke does not have exceptions to the Scope of Work, the Contract, or the Exhibits to the RFP.

Forms

Burke's completed Contractor Standards Pledge of Compliance and Equality Opportunity Contracting, Work Force Reports, and Contractors Certification of Pending Actions forms follow.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

RFP 10090111-24-H Employee Labor Contract Negotiation Consultant

B. BIDDER/PROPOSER INFORMATION:

Burke, Williams & Sorensen, LLP

Legal Name	Suite 2400	DBA	
444 South Flower Street		CA	90071
Street Address	City	State	Zip
John J. Welsh, Managing Partner	(213) 236-0600	(213) 236-2700	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Timothy L. Davis	Partner and Chair, Labor and Employment Practice
Name	Title/Position
Mountain View, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Confidential	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐ Yes ☒ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☒ Yes ☐ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☐ **Corporation** Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C ☐ Subchapter S ☐

Is the corporation authorized to do business in California: ☐ Yes ☐ No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? ☐ Yes ☐ No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☐ No

If **Yes**, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

☒ **Partnership** Date formed: 09/12/1997 State of formation: California

List names of all firm partners:

See Attached.

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ Yes ☒ No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: JPMorgan Chase

Point of Contact: (any specific financial information sought by the City must first be discussed with and obtained from the firm's Managing Partner.

Address: 3 Park Plaza, Suite 900, Irvine, CA 92618

Phone Number: (949) 852-4300

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2005013142 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☒ Yes ☐ No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☒ Yes ☐ No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Carlsbad

Contact Name and Phone Number: Judy Von Kalinowski 760.473.4670 or Scott Chadwick 760.434.2820

Contact Email: judy.vonkalinowski@carlsbadca.gov | scott.chadwick@carlsbadca.gov

Address: 1200 Carlsbad Village Drive, Carlsbad, CA 92008

Contract Date: January 25, 2018

Contract Amount: varies

Requirements of Contract: Labor negotiations, employment litigation, employment advice and investigations.

Company Name: City of Sacramento

Contact Name and Phone Number: Aaron Donato - 916.808.5816

Contact Email: adonato@cityofsacramento.org

Address: 915 I Street, Sacramento, CA 95814

Contract Date: December 1, 2023

Contract Amount: \$ 75,000.00

Requirements of Contract: Labor negotiations

Company Name: City of Santa Cruz

Contact Name and Phone Number: Lisa Murphy - 931.420.5042

Contact Email: lmurphy@cityofsantacruz.com

Address: 809 Center Street, Room 6, Santa Cruz, CA 95060

Contract Date: June 24, 2010

Contract Amount: varies

Requirements of Contract: Labor negotiations, employment advice, employment litigation, and investigations

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ Yes ☒ No, not to the best of our knowledge.

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☒ Yes ☐ No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ Yes ☒ No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ Yes ☒ No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable.

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Not Applicable.

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☒ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Timothy L. Davis, Partner

Name and Title



Signature

March 14, 2024

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Response to D. Business and Organizational/Structure:

Burke's equity partners are: Brenda Aguilar-Guerrero, Gregory R. Aker, Daphne M. Anneet, Mark J. Austin, Susan E. Bloch, J. Leah Castella, Susan E. Coleman, Melissa M. Cowan, Douglas W. Dal Cielo, Timothy L. Davis, Nira F. Doherty, Thomas D. Jex, Cheryl Johnson-Hartwell, Michelle Marchetta Kenyon, Jack P. Lipton, Daniel W. Maguire, Joseph M. Montes, Gregory M. Murphy, Elizabeth M. Pappy, Brian A. Pierik, Gerald J. Ramiza, Anna C. Shimko, Kevin D. Siegel, Alan A. Sozio, Benjamin L. Stock, Gregory B. Thomas, Eric S. Vail, John J. Welsh, and Samantha W. Zutler.

Response to C.3:

Prior to joining Burke in 2019, Gregory B. Thomas was a shareholder of Boornazian, Jense & Garthe. Brenda Aguilar-Guerrero was a shareholder of Meyers Nave in 2022.

Response to F.2:

In the last five years, the firm's contracts with the City of Hemet and the City of St. Helena have been terminated. The contracts were terminated as part of a normal RFP process.

Response to F.3:

In Dell'Anno v. City of San Diego (SDSC Case No. 37-2017-00000118-CU-OE-CTL), Burke represented the City of San Diego in a single plaintiff employment litigation matter. During litigation, the plaintiff brought a claim to disqualify Burke as counsel for the city. The court denied plaintiff's motion to disqualify Burke. Nevertheless, the city replaced Burke as its counsel with another law firm before the matter went to a jury trial. After the trial, a verdict was issued in favor of the plaintiff. The city filed a lawsuit against Burke, and the city and Burke have settled the matter. Subsequent to the first matter, a related employment lawsuit was filed against the city and Burke by a second plaintiff (Mark Skeels) and that matter is settled also. Burke continues to serve as the lead negotiator for the city in its contract negotiations with various labor organizations.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Timothy L. Davis, Partner

Print Name, Title


Signature

March 14, 2024

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- ☐ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☒ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
2/1/18	Los Angeles, CA	BWS employee claimed	Y	Dismissed	Settlement, no remedial action
		harassment by non-BWS employee			because the case was
					meritless, also employee
					accused of conduct was
					no longer employed by BWS.

Contractor Name: Burke, Williams & Sorensen, LLP

Certified By Timothy L. Davis

Title Partner

Name

Date March 14, 2024

Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Burke, Williams & Sorensen, LLP

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 444 South Flower Street, Suite 2400

City: Los Angeles County: Los Angeles State: CA Zip: 90071

Telephone Number: 213.236.0600 Fax Number: 213.236.2700

Name of Company CEO: John J. Welsh, Managing Partner

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 3 Park Plaza, Suite 900, Irvine, CA 92618

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: 619.814.5800 Fax Number: 619.814.6799 Email: jwelsh@bwslaw.com

Type of Business: Law Offices Type of License: _____

The Company has appointed: Cheryl Johnson-Hartwell and April Van Wye

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1200 Carlsbad Village Drive, Carlsbad, CA 92008

Telephone Number: 213.236.0600 Fax Number: 213.236.2700 Email: cjohnson-hartwell@bwslaw.com

- ☐ One San Diego County (or Most Local County) Work Force - Mandatory
☒ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Burke, Williams & Sorensen, LLP

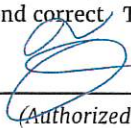
(Firm Name)

Santa Clara County, CA, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 14th day of March, 2024


(Authorized Signature)

Timothy L. Davis, Partner

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Burke, Williams & Sorensen, LLP

DATE: March 14, 2024

OFFICE(S) or BRANCH(ES): Oakland

COUNTY: Alameda

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	1	0	0	0	0	0	0	0	0	0	0
Professional	0	2	1	1	2	1	0	0	0	0	24	14	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	2	0	1	0	2	0	0	0	0	1	8	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	4	1	3	2	3	0	0	0	0	25	22	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

60.00

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Burke, Williams & Sorensen, LLP

DATE: March 14, 2024

OFFICE(S) or BRANCH(ES): San Jose

COUNTY: Santa Clara

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	1	0	0	0	0	0	0	0	0	0	0
Professional	1	0	0	1	1	1	0	0	0	0	4	2	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	1	1	0	0	0	0	0	0	2	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	0	0	2	2	1	0	0	0	0	4	4	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees

14.00

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Tab B
Executive Summary and
Responses to Specifications

Proposal to

City of San Diego

**Employee Labor Contract
Negotiation Consultant**
(RFP No. 10090111-24-H)

Proposed Chief Negotiator:
Timothy L. Davis
Burke, Williams & Sorensen, LLP
60 South Market Street, Suite 1000
San Jose, California 95113

Phone: 408.606.6317 | Email: tdavis@bwslaw.com

Submitted March 14, 2024

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EXECUTIVE SUMMARY

Burke believes that Tim Davis is the best qualified to serve as the City's lead negotiator for several reasons. Most importantly, Tim has a proven track record with the City over the past 14 years. While the success of the following achievements was a team effort involving the Mayor and his senior staff, including Financial Management and Risk Management, the Council, City Attorney's Office, and Human Resources Department, Tim was a key member of this team effort.

During the Tim's first four years with the City, he served on the City's negotiation team and helped develop the strategy to obtain wage concessions from each labor organization to reduce pressure on the City's structural deficit, to implement a second tier retirement formula for safety employees, and to reduce the City's liability on its retiree health benefit with the 2-year freeze of the "escalator" on the benefit. He was the lead negotiator when the City reached agreement with all six labor organizations on the reform to the retiree health benefit. The MOUs allowed the City to fund the retiree health benefit without reducing public services from its general fund and resulted in hundreds of millions of dollars being reduced from the City's UAAL.

During the fourth year of Tim's tenure with the City, he was the lead negotiator when the City reached agreement with all six labor organizations for a one year MOU. These agreements provided for no net increases to pensionable pay. Tim was also the lead negotiator when the City reached an interim agreement with five of its labor organizations on implementing certain provisions of Proposition B. This agreement was notable because 4 employee organizations were challenging the legality of Proposition B when this agreement was reached.

During the fifth year of Tim's tenure with the City, he was the lead negotiator when the City reached a five year agreement with all six labor organizations. These agreements implemented Proposition B's limits on pensionable pay during the term of the MOU which resulted in substantial savings to the City's pension system.

During the sixth and seventh year of Tim's tenure with the City, he was the lead negotiator for the City when it reached agreements on reopener provisions in many of the labor organizations MOUs.

In the last several years of his tenure with the City, Tim has been the City's lead negotiator with the City on coalition bargaining issues, such as changes to the City's pay in lieu benefit and the unwinding of Prop B. Tim has also been assisting the City with negotiating labor agreements to improve the City's market position among comparative agencies consistent with the City Council's adopted Compensation Philosophy.

Tim is currently serving as the City's lead negotiator during contract negotiations with the City's three safety REOs.

Equally important, Tim has created and maintained effective working relationships with the elected officials, the City's senior staff, and labor organizations. Tim takes pride in his ability to work effectively with all key stakeholders involved and that negotiations were completed without any sustained unfair labor practice charges being levied against the City.

ABOUT BURKE

Burke, Williams & Sorensen, LLP is a California limited liability partnership. Burke is comprised of 29 owners under the leadership of a Management Committee and Managing Partner. Firm management includes owners who practice substantially or entirely in the area of municipal law, and the firm has a longstanding commitment to the needs of its municipal clients. Details of our firm are listed below.

Firm Name	Burke, Williams & Sorensen, LLP
Founded	1927
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For over 90 years, the representation of public agencies has been the cornerstone of Burke's legal practice. Burke provides public entities with a full range of legal, advisory, transactional, and litigation services organized into ten practice groups: Public Law; Labor and Employment Law; Construction Law; Litigation; Eminent Domain; Environmental, Land Use and Natural Resources; Real Estate and Business Law; Insurance Coverage and Litigation; Intellectual Property; and Education Law. The firm's 165 attorneys serve clients from ten offices throughout California. With regional offices in Los Angeles, the Inland Empire, Marin County, Oakland, Orange County, Palm Desert, San Diego, San Francisco, Silicon Valley, and Ventura County, as well as modern modes of communication and travel, we can easily be where our clients need us to be, when they need us to be there.

The legal environment in which public entities are required to function is both diverse and complex. Recognizing this, our Public Law Practice Group contains many sub-groups and teams allowing our attorneys to specialize in particular areas of public law while still maintaining general public law expertise. These sub-groups include, but are not limited to, the following:

Public Entity Administration and Municipal Law	Land Use and Environmental Law	Public Sector Labor and Employment
<ul style="list-style-type: none"> ▪ Open Meetings Laws (Brown Act) ▪ Public Records Act ▪ Conflicts of Interest ▪ Election Law Issues – Initiative, Referendum and Recall ▪ Public Finance and Taxation ▪ Public Works and Contracts ▪ Solid Waste Franchising ▪ Trial and Appellate Litigation ▪ Asset Foreclosure ▪ Section 1983 Civil Rights Claims 	<ul style="list-style-type: none"> ▪ Land Use Planning and Zoning ▪ California Environmental Quality Act (CEQA) ▪ Development Agreements ▪ Growth Management ▪ Historic Preservation ▪ Annexation and Incorporation – LAFCO Proceedings ▪ Redevelopment and Economic Development ▪ Endangered Species ▪ Sustainability and Green Building ▪ Water Law and Public Trust 	<ul style="list-style-type: none"> ▪ Grievances ▪ Labor Negotiations ▪ Disciplinary Hearings ▪ Personnel Advice ▪ Trial and Appellate Litigation ▪ Meyers-Milias-Brown Act ▪ Public Safety Officers Procedural Bill of Rights ▪ Title VII ▪ California FEHA ▪ ADA ▪ CalPERS (PERL, PEPRA, PEMHCA)

More than one-half of our work is for public entities and we currently serve the legal needs of over 200 governmental entities. We are frequent lecturers, speakers, and teachers to numerous associations and clients. Our public lawyers collectively have hundreds of years of experience as general and special counsel for special districts, cities, towns, counties, and other public agencies. The biographies of all of our lawyers, with descriptions of their expertise and experience, can be found on our website at www.bwslaw.com.

QUALIFICATIONS

Experience Representing Public Agencies in Collective Bargaining

Burke's background and experience in collective bargaining and labor matters is extensive. We regularly represent numerous public sector clients of all sizes in all aspects of labor work, including collective bargaining, impasse procedures (including mediation, interest arbitration and factfinding), grievances, PERB hearings, and arbitrations. We serve a diverse array of clients in labor relations, including cities, counties, water districts, transit districts, and special districts.

Our representation of public agencies in labor contract negotiations encompasses identifying issues to bargain, recommending, drafting, and revising proposals, establishing parameters with the client, serving as our clients' lead negotiator, briefing and taking policy direction from decision-making boards, coordinating public relations efforts to support the bargaining strategy, overseeing completion of final MOUs, and training managers regarding implementation of the revised MOUs. When necessary, we also lead the agency through the impasse process. We have extensive experience with impasse and factfinding, and are prepared to navigate the MMBA factfinding requirements, if necessary.

We describe our services, experience, and approach to labor negotiations in more detail in the sections that follow.

Experience Serving as Lead Negotiator

As lead negotiators for public agencies, our attorneys are known state-wide for their creative and effective negotiation skills. Burke labor attorneys have developed a negotiating process for public agencies that focuses not only on the agreement itself, but also on an agreement that complements the on-going union-management relationship. We pride ourselves on our ability to enhance the relationship through the bargaining process, rather than to strain that relationship, even when negotiating about difficult issues.

Scope of Issues Negotiated

Our attorneys have negotiated a broad array of issues over the years, including but not limited to, pension reform and pension cost-sharing, OPEB cost reductions, hours, compensation and a wide array of issues involving work rules and working conditions. We have been successful in MOU bargaining, impact bargaining, consulting regarding changes to local rules, and other matters.

We approach negotiations on virtually all issues by focusing on objective data to guide all phases of the process. We work with our public agency clients from the outset of the bargaining preparation process to collect and analyze the objective data that drives the negotiations. This includes total compensation surveys of comparable agencies, and an analysis of settlement patterns and internal comparability when bargaining with multiple units at the same time. To the extent possible, we work with agency staff to utilize their in-house capabilities to collect and analyze the needed data. This not only helps to avoid unnecessary expenses, but also develops in-house expertise and skills that assists the public agency in future years. But, if the agency prefers, we can provide data collection services to the agency or help supervise a consultant.

We are prepared to work with the City staff to meet your needs efficiently. We will work effectively with in-house staff members in a team approach that utilizes and enhances the strengths of the agency staff to meet the City's immediate and long-term goals.

Experience with Pension, Health Insurance, and Employment Benefit Liability Issues

Our attorneys are well-versed in issues involving pensions, health insurance, and employment benefit liability issues. We have assisted public sector employers with these matters during labor negotiations in which employers have sought significant pension cost-sharing, during litigation, and as part of day-to-day counseling.

Pension and employee benefits are frequently the source of labor relations disputes and have also spawned a wave of litigation in recent years. Our team has worked with public agencies throughout the state to address and resolve the full array of challenges that arise when public agencies seek to modify post-retirement benefits as a means of reducing unfunded liabilities.

We have a substantial history in the area of pension and benefits law. Members of our team have negotiated with multiple bargaining units to secure agreements to reduce, or modify pension and other post-retirement benefits. Through this process, we have developed a strong practical understanding of the Public Employees' Retirement Law and other employee benefit programs. In the area of post-retirement benefits, members of our labor relations team have helped our clients address the many impacts of post-retirement benefits including negotiating employee cost-sharing of employer contributions, establishing trusts, and negotiating modifications in post-retirement benefits.

Developing Clear Contract Language

Our negotiators are experienced in drafting contract language that can be readily understood by supervisors, policy makers, employees, unions, and even the public. We understand the requirements and limits of the Public Employees' Pension Reform Act, the Public Employees' Retirement Law, and related public employee pension statutes and are experienced in drafting pension cost-sharing agreements and other MOU provisions that are unambiguous, understandable, and comply with the law.

As attorneys, we know how to draft language that will be interpreted in accordance with legal principals of contract construction and will allow the public agency to prevail in potential future grievances or other contract disputes. Finally, we have the experience needed to strategically revise existing contract language that may be ambiguous without inadvertently creating problematic bargaining history that can be used against the agency in future grievances.

While drafting and negotiating new contract language, our attorney negotiators prepare and organize complex bargaining history records that can be used in future contract interpretation grievance arbitrations.

Experience with Public Safety Bargaining Units

Tim Davis and Mark Wilson have bargained with police and fire units for multiple cities. In addition, both proposed attorneys have vast knowledge and experience with addressing issues under the Fair Labor Standards Act (FLSA), including negotiating improvements in scheduling of public safety employees to improve efficiency and avoid unnecessary overtime costs. We are prepared to work with the City's public safety departments to assess options for improving schedules, and to develop strategies for negotiating contract language to allow for the implementation of such changes. Burke is also familiar the recent FLSA issues involving healthcare impacting overtime pay under the 9th circuit decision of *Flores v. San Gabriel* and holiday pay. While these two specific FLSA issues apply to non-safety units, the costs of these FLSA issues for cities are typically greater for public safety.

Meet-and-Confer Issues

Burke labor and employment attorneys revise personnel rules for public agencies and depending on the needs of the agency conduct the negotiations with the bargaining units in a lead negotiator capacity or advice public agency staff during the meet and confer process. For example in 2019, Tim revised the personnel rules for the Santa Cruz Harbor Port District and negotiated the changes to the rules with its bargaining units. Burke is currently revising the Personnel Rules for the City of Pleasanton and will bargain the implementation with the impacted labor organizations.

After the MMBA was amended to include fact-finding in accordance with AB 646, Burke lawyers revised dozens of agencies Employer-Employee Resolutions (EER) and Personnel rules that contained similar provisions. Similarly, after the recent US Supreme Court decision in *Janus* regarding agency shop provisions and the subsequent legislative changes under state law to address the same, Burke attorneys revised agency shop provisions in EERs and personnel rules for dozens of public agencies.

Impasse Procedures, Mediation, and Fact-Finding

Although we place a premium on completing negotiations before impasse, members of our proposed team have extensive experience with a variety of impasse procedures, including, mediation, factfinding, mediation-arbitration, and interest arbitration. Our attorneys are recognized statewide for their expertise in these procedures.

In 2023, Tim Davis was retained by the City of Pleasanton to represent it in factfinding with its police association. Although Tim was not involved in the collective bargaining prior to impasse, Tim was able to successfully reach a 3 year MOU with the police association just a couple weeks before the factfinding meeting. The City of Pleasanton credited the thorough preparation and materials prepared by Tim for the factfinding as a key factor in reaching a settlement.

In 2022, Tim was retained by Central County Fire District to negotiate with its fire union. The parties were unable to reach agreement and went through the impasse process. The parties selected neutral for the factfinding also served as a mediator. The parties were then able to reach a 3 year MOU before the completion of the factfinding process.

STAFFING PLAN

We propose Timothy Davis as the lead chief negotiator. Based on the needs of the City, Tim will be assisted by Mark E. Wilson. Tim and Mark work closely with one another regarding negotiation services. The proposed team's experience is briefly described below and resumes follow.

Timothy L. Davis

Timothy Davis is an equity partner of Burke and serves as Chair of Burke's Labor and Employment Law Practice Group. He has been with Burke his entire legal career, starting at the firm as a summer clerk in 1994. Tim has negotiated numerous labor agreements between cities and their employee groups, including police, fire, general employees, and management groups. Tim is also an experienced trial lawyer and has represented public employers in a variety of lawsuits. Additionally, his practice includes internal investigations of employment complaints involving discrimination and harassment, as well as grievances. He also trains Human Resources professionals and managers regarding proper investigation techniques. Tim's practice includes development of personnel rules and policies including discipline and grievance procedures, and the investigation of grievances. He advises management clients on labor and employment law compliance matters. He has also served as legal adviser during grievance proceedings. Tim's reported decisions include *Alhambra Police Officers Association v. City of Alhambra* (2003) 113 Cal.App.4th, 413.

Tim has served as a lead negotiator in collective bargaining for the cities of San Diego, Roseville, Oakland (2009), Santa Cruz, Tracy, Rohnert Park, San Rafael, Burlingame, Pacifica, the Santa Cruz Port District, Livermore Pleasanton Fire District, Central County Fire District and he has advised numerous cities and public agencies throughout the state of California on collective bargaining issues.

Mark E. Wilson

Mark Wilson is a partner in Burke's Labor and Employment Practice Group. Mark provides representation at MOU grievances, multi-year contract negotiations, meet-and-confers, unfair labor practices, and disciplinary matters/arbitrations.

Mark has served as the lead negotiator in collective bargaining for the cities of Watsonville, Novato, Pacifica, Capitola, San Diego, Benicia, Atherton, and the Town of Ross, as well as, negotiated multi-year agreements in Santa Clara County, Alameda County, San Mateo County and the City and County of San Francisco.

Mark's litigation experience includes labor arbitrations and civil litigation related to discrimination, whistleblower complaints, wage orders, FEHA/ADA complaints, and medical/family leave compliance, among others. He has represented clients in internal affairs investigations, external investigations, workplace investigations, criminal investigations, disciplinary actions, and appeals.



Timothy L. Davis

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Timothy Davis is a partner in Burke, Williams & Sorensen's Silicon Valley office and is Chair of the firm's Labor and Employment Law practice group.

PRACTICE GROUPS

Labor and Employment

Litigation

Public

EDUCATION

J.D., University of the Pacific, McGeorge
School of Law, 1995

B.A., *cum laude*, Integral Studies, Saint
Mary's College of California, 1992

ADMISSIONS

State Bar of California

United States District Court for the Central
District of California

Tim has tried to verdict employment cases in both federal and state court, and has conducted over 70 employment arbitrations. Tim routinely defends employers in litigation matters in actions involving state and federal law, such as Title VII, the California Fair Employment and Housing Act, Americans with Disability Act, Age Discrimination and Employment Act, Family and Medical Leave Act, California Family Rights Act, California Pregnancy Disability Act, Public Safety Officers Procedural Bill of Rights, and wage and hour issues, including wage and hour class actions. He has represented employers in claims of wrongful termination, breach of fiduciary duty, breach of loyalty, unlawful interference with prospective economic advantage, unfair competition, and constitutional rights violations. His practice also includes the representation of employers before state, federal, and local administrative proceedings, including the Department of Labor, local civil service commissions, PERB, EEOC, and OSHA. Tim's reported decisions include *Alhambra Police Officers Association v. City of Alhambra*, (2003) 113 Cal.App.4th, 413.

Tim also represents both public and private employers as a lead negotiator during collective bargaining with their employee groups, including police, fire, general employees, and management groups. Additionally, his practice includes internal investigations of employment complaints involving discrimination and harassment, as well as the presentation of seminars on how to prevent discrimination and harassment and investigate allegations of discrimination and harassment. He also trains human resources professionals and managers regarding proper investigation techniques. His practice includes development of personnel rules and policies including discipline and grievance procedures, and the investigation of grievances. He advises management clients on labor and employment law compliance matters. He has also served as legal advisor during grievance proceedings.

Tim's commitment and experience in public law began in law school, where he co-authored the article, "Does a Public Law Attorney Owe a Duty to Third Parties?" which appeared in the Summer 1994 issue of the *Public Law Journal*.

RESULTS

- *Torrance et al. v. City of Alhambra*. Public Safety Officers Procedural Bill of Rights litigation. Prevailed at trial; employee writ and request for injunction denied; affirmed on appeal.
- *Flannagan v. City of Alhambra*. Police First Amendment litigation. Federal jury trial verdict for plaintiff limited to \$8,000 damages.

- *Alhambra Police Officers Association v. City of Alhambra*. Public Safety Officers Procedural Bill of Rights litigation. Prevailed at trial; affirmed on appeal.

Employment-Related Litigation

- *Tony Reeves v. City of Alhambra*. Race discrimination litigation. Prevailed on summary judgment.
- *Anthony Jones v. City of Alhambra*. Race discrimination litigation. Prevailed on summary judgment.
- *Earl Botke v. City of Alhambra*. Race discrimination litigation. Prevailed on summary judgment.
- *Alhambra Firefighters Association v. City of Alhambra*. Employment litigation. Prevailed on summary judgment.
- *Edith Lopez v. City of Alhambra*. Police discrimination litigation - race, gender, religion. Settled at mediation.
- *Isaac Amey v. City of South Gate, et al.* Race discrimination/ harassment litigation. Settled at mediation.
- *Sonia Clayton v. City of South Gate, et al.* Pregnancy and gender discrimination litigation. Settled after mediation.
- *Armando Castillo v. Ventura County Community College Dist.* Race and age discrimination litigation. Settled at mediation.
- *Ray Centeno v. Ventura County Community College District*. Race discrimination and harassment litigation. Settled at mediation.

Arbitrations Involving Public Employee Claims

- *Peter Nava v. City of Alhambra*. Wrongful termination arbitration. Prevailed at arbitration; employee writ denied; affirmed on appeal.
- *Daniel Humphreys v. City of Alhambra*. Wrongful termination arbitration. Prevailed at arbitration; employee writ denied.
- *Philip Sheriden v. City of Alhambra*. Wrongful termination. Prevailed at arbitration; employee writ denied.
- *Pfau v. City of Alhambra*. Employment arbitration. Prevailed at arbitration.
- *Jose Feliciano v. City of Glendale*. Wrongful demotion arbitration. Prevailed at arbitration.
- *Mike Briedert v. City of Santa Clarita*. Wrongful termination. Prevailed at arbitration.
- *R.P. Brar v. City of Banning*. Wrongful termination. Prevailed at arbitration; writ of mandate denied.
- *Cecelia Costlano v. City of Moorpark*. Wrongful suspension and wrongful termination. Prevailed at arbitration on both matters.
- *Celia Hernandez v. City of Moorpark*. Wrongful termination arbitration. Prevailed at arbitration.
- *Anthony Smith v. City of Chino Hills*. Wrongful termination arbitration. Prevailed at arbitration.
- *Michael Johnson v. Port Hueneme*. Wrongful termination arbitration. Prevailed at arbitration.
- *John Harbor v. City of Santa Paula*. Wrongful termination. Prevailed at arbitration.
- *Larry Blinn v. Port Hueneme*. Wrongful termination. Prevailed at arbitration.
- *Israel Reyes v. Port Hueneme*. Wrongful termination. Prevailed at arbitration.
- *Myrna Kassack v. City of Hemet*. Termination. Prevailed at arbitration; upheld on writ before in Superior Ct.

INSIGHTS

Presentations

"Health Insurance Opt-Outs After the Affordable Care Act and Flores v. City of San Gabriel Decision," County Counsels' Association of California Employment Law Conference, Santa Barbara, November 2016

"Essentials of Workplace Investigations," CALPELRA Annual Training Conference, Monterey Conference Center, November 2016

"Firefighters Procedural Bill of Rights and the Police Officer Bill of Rights: At the Intersection of Labor Relations and POBR/FPBRA," CALPELRA Annual Training Conference, Monterey Conference Center, October 2015

"Going with the Flow: Managing Multiple Bargaining Units to Obtain Optimal Settlements," CALPELRA Annual Training Conference, Monterey Conference Center, November 2014

"Preparing for Factfinding: Tools to Navigate the Impasse Process Under the MMBA," CALPELRA Annual Training Conference, Monterey Conference Center, November 20, 2013

"Preparing for Factfinding: Tools to Navigate the Impasse Process Under the MMBA," County Counsels Association of California Employment Law Fall Conference, November 7, 2013

"Negotiating Changes to Pension Benefits," San Diego Taxpayers Association, September 12, 2013

"Predict a Better Future: Dealing with Difficult Employees," 2013 Western Region IPMA Annual Training Conference, May 1, 2013

"Creating Effective Documentation," California Joint Powers Insurance Authority's Human Resources Academy, April 23, 2013



Mark E. Wilson

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PRACTICE GROUPS

Labor and Employment

EDUCATION

J.D., American University, Washington
College of Law, 2008

B.A., Whitman College, 2002

ADMISSIONS

State Bar of California

RECOGNITIONS

Marshall-Brennan Constitutional Law
Fellow

American University International Law
Review

Mark Wilson is a partner in Burke's Labor and Employment Practice Group. Mark has provided representation at MOU grievances, multi-year contract negotiations, meet-and-confers, unfair labor practices, and disciplinary matters.

Mark's litigation experience includes labor arbitrations and civil litigation related to discrimination, whistleblower complaints, wage orders, FEHA/ADA complaints, and medical/family leave compliance, among others. He has represented clients in internal affairs investigations, external investigations, workplace investigations, criminal investigations, disciplinary actions, and appeals.

Prior to joining Burke, Mark represented public sector unions. He also served as in-house counsel for a large trade association in Washington, DC and as a Legislative Advisor for a several members of the United States Senate.

Publications

"Recent EPA Ruling May Increase Brownfield Financing" Sustainable Development Law & Policy, Spring 2006, 41, 81.

FIRM'S CAPABILITY

Experience Completing Similar Contracts

As lead negotiators for public agencies, our attorneys are known state-wide for their creative and effective negotiation skills. Burke labor attorneys have developed a negotiating process for public agencies that focuses not only on the agreement itself, but also on an agreement that complements the on-going union-management relationship. We pride ourselves on our ability to enhance the relationship through the bargaining process, rather than to strain that relationship, even when negotiating about difficult issues.

As stated herein, Tim Davis has more than 14 years of experience representing the City conducting negotiations with the City's six employee organizations. Mark Wilson has 2 years of experience working with the City's AFSCME Local 127 bargaining unit.

Successfully Completed Similar Projects

The proposed team has performed the following negotiations for governmental entities. The annual dollar amount of the contract awarded to Burke for these negotiations ranged from \$30k on the low end to \$450K on the high end.

Agency	Attorney(s)	Capacity/Bargaining Unit	Year
City of San Diego	Timothy L. Davis	Lead Negotiator for all six bargaining groups on special items requested by the City.	Current
City of San Diego	Timothy L. Davis Mark E. Wilson	Lead Negotiator for all three safety bargaining units.	Current
City of San Diego	Timothy L. Davis Mark E. Wilson	Lead Negotiator for all three non-safety bargaining units. Reached three agreement.	2023
City of San Diego	Timothy L. Davis	Lead Negotiator for all three safety bargaining groups. Reached two year agreements with all safety groups and implemented new compensation philosophy for the City	2022
City of San Diego	Mark E. Wilson	Labor Negotiator for Special Salary Adjustment 2022. Reached agreement.	2022
City of San Diego	Timothy L. Davis	Lead Negotiator for all 3 safety bargaining groups. Reached two year agreements.	2021
City of San Diego	Timothy L. Davis	Lead Negotiator for all six bargaining groups. Reached two year agreements with 3 non-safety and one year agreements with safety groups.	2021

Agency	Attorney(s)	Capacity/Bargaining Unit	Year
City of San Diego	Timothy L. Davis	Lead Negotiator for all six bargaining groups including police and fire. Reached one year MOUs with no salary increases for four bargaining groups due to impact on City finances from COVID-19.	2020
City of San Diego	Timothy L. Davis	Lead Negotiator for re-opener provisions for all six labor organizations including police and fire; successfully negotiated reopener provisions in all six MOUs for FY17 and FY18 without increases to pensionable pay and extended MOUs for two more years.	2016
City of San Diego	Timothy L. Davis	Lead Negotiator for all six labor organizations including police and fire and achieved five-year contract with a total 5.75% non-pensionable compensation increase over contract term. Re-openers in each contract for FY17 and FY18.	2013
City of San Diego	Timothy L. Davis	Lead Negotiator for implementation of Proposition B - all bargaining units including police and fire; interim agreement reached with all bargaining units, including police and fire, even though City had pending unfair labor practice against it before negotiations were initiated.	2012
City of San Diego	Timothy L. Davis	Lead Negotiator for all six bargaining units including police and fire; one-year agreement with maintained 6% reduction in total compensation.	2012
City of San Diego	Timothy L. Davis	Lead Negotiator for retiree medical - all six bargaining units including police and fire; agreement reached with all bargaining units to reform retiree health benefit resulting in largest single savings in history of the City.	2011
City of San Diego	Timothy L. Davis	Lead Negotiator for police, AFSCME and teamsters; reached two agreements with all groups that included imposed terms from prior year.	2010
City of San Diego	Timothy L. Davis	Lead Negotiator for fire and police; reached two-year agreement with fire for 6% reduction and imposed same terms on POA.	2009
City of Burlingame	Timothy L. Davis	Lead Negotiator for police and non-sworn police unit. Reached three year agreements with Police Officers Association, and Teamsters. Negotiations two AFSCME units is pending.	Current

Agency	Attorney(s)	Capacity/Bargaining Unit	Year
City of Burlingame	Timothy L. Davis	Lead Negotiator for police and non-sworn police unit. Reached three year agreements with Police Officers Association, Teamsters and two AFSCME units	2019
City of Benicia	Mark E. Wilson	Lead Negotiator for police unit, confidential unit, fire unit, and all other labor units.	Current
City of Capitola	Mark E. Wilson	Lead Negotiator for City's five represented bargaining units.	Current
City of Carlsbad	Timothy L. Davis	Lead Negotiator for miscellaneous unit. Reached three year agreement.	2022
City of Carlsbad	Timothy L. Davis	Lead Negotiator for fire unit and police management unit. Reached three year agreement with each unit.	2022
City of Carlsbad	Timothy L. Davis	Lead Negotiator for police unit. Reached three year agreement	2021
City of Carlsbad	Timothy L. Davis	Lead Negotiator for miscellaneous unit. Reached three year agreement.	2020
City of Carlsbad	Timothy L. Davis	Lead Negotiator for fire unit and police management unit. Reached three year agreement with each unit.	2019
Central County Fire District	Timothy L. Davis	Lead Negotiator for fire unit and fire management unit. Reached three agreements for both units.	2022
City of Encinitas	Timothy L. Davis	Lead Negotiator SEIU (miscellaneous unit). Reached three agreement.	2023
City of Encinitas	Timothy L. Davis	Lead Negotiator for fire unit. Reached three agreement.	2022
City of Novato	Timothy L. Davis Mark E. Wilson	Lead Negotiator for SEIU, Police Officers Association, and Unrepresented Employees. Reached two year agreements with all units..	2023
City of Oakland	Timothy L. Davis	Labor relations advice to City Attorney from 2011 to 2020. Negotiator for firefighters in 2009.	2020
City of Pacifica	Mark E. Wilson	Lead Negotiator for Pacifica Police Officers Association, Pacifica Police Management Association, Teamsters 850, and Teamsters 856.	Current
City of Pleasanton	Timothy L. Davis	Lead Negotiator for the City with new Fire Management Unit. Reached three agreement. Also, represented the City in factfinding for the Police Association after impasse was declared and reach three agreement.	2023

Agency	Attorney(s)	Capacity/Bargaining Unit	Year
City of Rohnert Park	Timothy L. Davis/ Mark Wilson	Chief Negotiator. Related advice.	Current
City of Rohnert Park	Timothy L. Davis	Lead Negotiator for all four bargaining units including safety units; three year agreement for each unit and substantial reduction of unfunded liability for retiree medical benefit.	2014
City of Rohnert Park	Timothy L. Davis	Lead Negotiator for all four bargaining units including safety units; one year status quo agreement with no increases to compensation.	2013
City of Rohnert Park	Timothy L. Davis	Labor Negotiator for two non-safety groups; one year status quo agreement with no increases to compensation.	2012
City of Rohnert Park	Timothy L. Davis	Assisted City and served as lead counsel with all four units taking major concessions (increased employee payments for medical and pension) with two safety units reaching two year agreement and non-safety units reaching one year agreements with similar concessions.	2011
City of Roseville	Timothy L. Davis	Lead Negotiator for police non-sworn unit. Coordinate strategy for other miscellaneous unit.	Current
City of Roseville	Timothy L. Davis	Lead Negotiator for police and fire units. Coordinate strategy for other two non-safety units. Reached four year agreements with all safety bargaining units and two year with non-safety unit.	2021
City of Roseville	Timothy L. Davis	Lead Negotiator for fire and police unit and Local 39. Coordinate strategy for other two. Reached three year agreements with all bargaining units.	2019
City of Roseville	Timothy L. Davis	Lead Negotiator for POA and two miscellaneous units. Reached three year agreement and successful implementation of compensation survey.	2016
City of Roseville	Timothy L. Davis	Lead Negotiator for fire. Reached two year agreement and implemented pension reform.	2014
City of Roseville	Timothy L. Davis	Lead Negotiator for POA. Reached three year agreement and implemented pension reform. City was at impasse with POA after nine months of bargaining under a different outside negotiator.	2013

Agency	Attorney(s)	Capacity/Bargaining Unit	Year
City of Sacramento	Timothy L. Davis	Lead Negotiator for the City with its Police Association during "interest arbitration" as a result of impasse being declared during successor MOU negotiations. Before arbitration was completed, negotiated two year MOU with the Police Association.	2023
City of San Rafael	Timothy L. Davis	Lead Negotiator for police, fire and SEIU. Reached three year agreements with all units.	2021
City of San Rafael	Timothy L. Davis	Lead Negotiator for police, fire and SEIU and coordinated strategy for other three employee groups. Reached two year agreements with all groups and limited COLA to 2% each year of contracts.	2018
City of Santa Cruz	Timothy L. Davis	Lead Negotiator for all seven units including SEIU, police and fire. Reached three year agreements with all bargaining units, including SEIU who essentially agreed to the City's LBFO with no retroactive increases after a 3 day strike.	2022
City of Santa Cruz	Timothy L. Davis	Lead Negotiator for all seven units regarding 10% temporary pay cut by way of furloughs and/or other pay reductions due to impact of COVID-19 on City finances. Reached agreement with five units all of which had unexpired multi-year MOUs during negotiations.	2020
City of Santa Cruz	Timothy L. Davis	Lead Negotiator for all seven units including SEIU, police and fire over next 18 months. Reached three year agreements with Police and Police Management, Fire Management, SEIU and Mid-Manager units. Completed interest arbitration with Fire in 2020 that resulted in a three year agreement.	2019
City of Santa Cruz	Timothy L. Davis	Lead Negotiator for Police, Police Management, Fire, Fire Management, Mid-Managers, Supervisors and SEIU and SEIU Temp Unit. Reached four year agreements with all bargaining units.	2016
City of Santa Cruz	Timothy L. Davis	Lead Negotiator for all seven bargaining units, including fire and police; reached two year agreement with seven units with a total 5% compensation increase over term of agreement that expires at end of contract.	2013

Agency	Attorney(s)	Capacity/Bargaining Unit	Year
City of Santa Cruz	Timothy L. Davis	Lead Negotiator for police unit, SEIU and legal advisor for all units; two-year agreement for all bargaining units with 10% compensation decrease in year one and 8% in year two.	2011
City of Tracy	Timothy L. Davis	Lead Negotiator for police and fire units, Teamsters and management safety groups. Reached two year agreement with all groups.	2021
City of Tracy	Timothy L. Davis	Lead Negotiator for police and fire units, Teamsters and management safety groups. Reached three year agreements with successful implementation of total compensation survey.	2018
City of Watsonville	Mark E. Wilson	Lead Negotiator for OE3, SEIU, and LIUNA. Reached agreement for OE3. Pending/ongoing negotiations for LUNA.	Current
Santa Cruz Harbor Port District	Timothy L. Davis	Labor Negotiator for OE3 and Harbor Employees Association; reached three year agreements for all units.	2021
Santa Cruz Harbor Port District	Timothy L. Davis	Labor Negotiator for OE3 and Harbor Employees Association; one year extension of agreement with no economic increases due to impact of COVID-19 on District finances.	2020
Santa Cruz Harbor Port District	Timothy L. Davis	Labor Negotiator for Operating Engineers Local 3 (OE3); one year agreement with modest compensation increases to get this unit on cycle with the Harbor Employees which was the goal of the agency.	2019
Santa Cruz Harbor Port District	Timothy L. Davis	Labor Negotiator for Operating Engineers Local 3 (OE3) and Harbor Employees Association; three year agreement with modest compensation increases for Harbor Employees and two year agreement with OE3.	2018
Santa Cruz Harbor Port District	Timothy L. Davis	Labor Negotiator for OE3 and Harbor Employees Association; three year agreement with modest compensation increases.	2015
Santa Cruz Harbor Port District	Timothy L. Davis	Labor Negotiator for OE3; two year agreement with modest compensation increases.	2013
Santa Cruz Harbor Port District	Timothy L. Davis	Labor Negotiator for OE3; imposed concessions including pension reform.	2011
Santa Cruz Harbor Port District	Timothy L. Davis	Negotiator for OE3; one year agreement with concessions.	2010

Agency	Attorney(s)	Capacity/Bargaining Unit	Year
Scotts Valley	Timothy L. Davis	Lead Negotiator for police and police management units and SEIU. Reached three year agreement.	2021
Scotts Valley	Timothy L. Davis	Lead Negotiator for police and police management units. Reached one year agreement	2020
Town of Atherton	Mark E. Wilson	Lead Negotiator for Atherton Police Officer Association.	Current
Valley of the Moon Water District	Allison B. Hernandez	Lead Negotiator. Negotiated a successor agreement with the International Union of Operating Engineers, Stationary Engineers, Local 39 AFL-CIO. This is a small district and union, which presents unique issues at the bargaining table. Additionally, the current economic climate created additional hurdles to overcome. Allison worked closely with the General Manager at the District to find creative solutions in light of the various challenges.	2023
Various agencies throughout California	Timothy L. Davis	Provide advice and counsel on strategy for negotiations, COVID-19 mandates, impasse process and lead attorney in PERB proceedings and grievance arbitrations.	Current

Resumes

Resumes for the proposed team are included as Attachment A.

Writing Samples

Tim Davis has drafted several legal opinions for the City during Burke's relationship with City. We did not believe that it was appropriate to attach these legal opinions that are protected by the attorney-client privilege to this RFP response which will be a public record. By way of example, we would refer you to the legal opinion addressing the issue on the application of Proposition B to unrepresented employees and the separate legal opinion on the application of certain provisions of Proposition B to existing elected officials. Both opinions are on file with the City Attorney's Office and Human Resources Department.

Tim also uses the technique of preparing carefully drafted Agendas to brief the Mayor and Council in Closed Session as well as key management staff. Copies of these Agendas are on file with the Human Resources Department.

Experience Providing Labor Relations Services Large Public Agencies

As lead negotiators for public agencies, our attorneys are known state-wide for their creative and effective negotiation skills. Burke labor attorneys have developed a negotiating process for public

agencies that focuses not only on the agreement itself, but also recognizes the need to maintain an effective ongoing union-management relationship. We pride ourselves on our ability to support, rather than strain, that relationship through the bargaining process, even when negotiating about difficult issues.

Our attorneys have negotiated and advised regarding a broad array of issues over the years, including but not limited to, pension reform and pension cost-sharing, OPEB cost reductions, hours, compensation and a wide array of issues involving work rules and working conditions. We have been successful in MOU bargaining, impact bargaining, joint labor management committee meetings regarding adoption of personnel rules and policies, consulting regarding changes to local rules, and other matters.

In the past 10 years, the City has been the largest employer Tim Davis has represented followed by the City of Sacramento, City of Roseville, Santa Cruz, San Rafael and Tracy.

Prime Contracts and Amendments

Please see the charts of City of San Diego contracts and amendments below and on the following page.

Contract Date	Doc. #	Year	Matter 1	Matter 2	Matter 3	Matter 4
			Election Issues	101 W. Ash Street	Miramar Landfill	Anna Ave Assoc
			10088297-18-H	10088297-18-H	10088297-18-H	10088297-18-H
1/28/2020					\$50,000.00	
2/18/2020				\$50,000.00		
8/13/2020				\$35,000.00		
10/19/2020				\$40,000.00		
10/19/2020			\$30,000.00			
5/31/2021						\$55,000.00
			\$30,000.00	\$125,000.00	\$50,000.00	\$55,000.00

Date	Doc. #	Year	Client level	Matter 1	Matter 9	Matter 10	Matter 11	Matter 13	Matter 15	Matter 17	Matter 18
				Labor Negotiations	DROP Lawsuit	AFSCME, Local 127 Unfair Practice Charge	Legal Issues on Prop B	Dell'Anno Lawsuit	Hidalgo	Public Records Act Union Tribune	Briggs/Public Records
				10042961-14-H			10028336		10089324-18-H	10088297-18-H	10088297-18-H
12/2/2008	RR304451	2008		\$400,000.00							
12/28/2009		2008	\$100,000.00								
5/22/2009		2009			\$115,000.00						
11/2/2009		2009			\$200,000.00						
7/16/2009		2009				\$200,000.00					
9/14/2009		2009		\$100,000.00							
4/21/2010		2010			\$240,000.00						
11/24/2009		2011		\$390,880.00							
		2012	\$90,000.00								
10/19/2010	306253	2012		\$400,000.00			\$90,000.00				
6/1/2012		2012									
1/1/2013		2013		\$400,000.00							
11/15/2011	RR307153	2013		\$400,000.00			\$160,000.00				
10/4/2012	C-15890	2012									
		2014		\$75,000.00							
1/1/2014		2014		\$150,000.00							
6/4/2014	308989	2014		\$309,120.00							
5/16/2016		2016		\$500,000.00							
5/9/2017		2017		\$500,000.00							
4/22/2018		2018					\$250,000.00				
4/12/2018		2018		\$284,350.00							
7/25/2018		2018									
1/8/2019	OO-21036	2019		\$715,650.00							
7/31/2019		2019							\$10,000.00		
7/23/2019	RR312573/OO-21036	2019		\$2,000,000.00							
9/25/2019		2019									\$15,000.00
11/15/2019		2019								\$4,000.00	
2/1/2020		2020									\$15,000.00
				\$190,000.00	\$6,625,000.00	\$555,000.00	\$250,000.00	\$500,000.00	\$10,000.00	\$4,000.00	\$30,000.00

Organizational Chart



REFERENCES

We are proud of our service record with our clients. We encourage you to contact the existing client references listed below about the merits of Burke, its personnel, and its services.

Client Name and Address	Contact Tel Email
City of Carlsbad 1200 Carlsbad Village Drive Carlsbad, CA 92008	Judy Von Kalinowski, Human Resources Manager 760.473.4670 judy.vonkalinowski@carlsbadca.gov Scott Chadwick, City Manager 760.434.2820 scott.chadwick@carlsbadca.gov
City of Sacramento 915 I Street Sacramento, CA 95814	Aaron Donato, Labor Relations Manager 916.808.5816 adonato@cityofsacramento.org

Client Name and Address	Contact Tel Email
City of Santa Cruz 809 Center Street, Room 6 Santa Cruz, CA 95060	Lisa Murphy, Human Resources Director 931.420.5042 lmurphy@cityofsantacruz.com
City of Burlingame 501 Primrose Road Burlingame, CA 94010	Maria Saguisag-Sid, Human Resources Director 650.558.7206 msaguisag-sid@burlingame.org
City of Encinitas 505 South Vulcan Avenue Encinitas, CA 92024	Jace Schwarm, Interim Director of Human Resources 760.633.2636 jschwarm@encinitasca.gov

Tab C
Cost / Price Proposal

COST/PRICE PROPOSAL

Hourly Rates – Fiscal Year July 1, 2024 to June 30, 2026

Job Title	Hourly Rate
Partners over 25 years experience	\$385
Partners less than 25 years experience	\$360
Senior Associates	\$325
Associates	\$315

Hourly Rates – Fiscal Year July 1, 2026 to June 30, 2027

Job Title	Hourly Rate
Partners over 25 years experience	\$395
Partners less than 25 years experience	\$370
Senior Associates	\$335
Associates	\$325

Hourly Rates – Fiscal Year July 1, 2027 to June 30, 2029

Job Title	Hourly Rate
Partners over 25 years experience	\$405
Partners less than 25 years experience	\$380
Senior Associates	\$345
Associates	\$325






Contract for RFP 10090111-24-0H Employee Labor Contract Negotiation Consultant

Final Audit Report

2024-05-28

Created:	2024-05-25
By:	Hugo Mora (hmora@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk333M1FWdYqVD0a-1oYzxwuH5DHzbuiJ

"Contract for RFP 10090111-24-0H Employee Labor Contract Negotiation Consultant" History

-  Document created by Hugo Mora (hmora@sandiego.gov)
2024-05-25 - 4:23:42 PM GMT- IP address: 134.238.190.205
-  Document emailed to tdavis@bwsllaw.com for signature
2024-05-25 - 4:27:21 PM GMT
-  Email viewed by tdavis@bwsllaw.com
2024-05-28 - 4:14:56 PM GMT- IP address: 161.123.82.27
-  Signer tdavis@bwsllaw.com entered name at signing as Timothy Davis
2024-05-28 - 4:31:59 PM GMT- IP address: 75.59.239.14
-  Document e-signed by Timothy Davis (tdavis@bwsllaw.com)
Signature Date: 2024-05-28 - 4:32:01 PM GMT - Time Source: server- IP address: 75.59.239.14
-  Agreement completed.
2024-05-28 - 4:32:01 PM GMT

Item 101
7/16/24
(R-2024-671)

RESOLUTION NUMBER R- **315679**

DATE OF FINAL PASSAGE **JUL 22 2024**

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING AN AGREEMENT BETWEEN THE
CITY AND BURKE, WILLIAMS & SORENSEN, LLP, TO
PROVIDE LABOR NEGOTIATION SERVICES.

WHEREAS, on February 16, 2024, the City of San Diego initiated Request for
Proposal #10090111-24-H (RFP) for a consultant to provide as-needed labor negotiation services
to the City; and

WHEREAS, upon review and evaluation of the proposals received for the RFP, City staff
is recommending the San Diego City Council approve an agreement between the City and Burke,
Williams & Sorensen, LLP (BWS) under San Diego Municipal Code section 22.3207(c) because
it represents the best value to the City; and

WHEREAS, the agreement is for a three-year term with two one-year options to extend,
not to exceed \$5 million, and is on file in the office of the City Clerk as Document
No. RR- **315679**; and

WHEREAS, BWS will provide expert as-needed labor negotiation services related to all
reopeners referenced in the current memoranda of understanding between the City and its six
recognized employee organizations: American Federation of State, County and Municipal
Employees, Local 127; San Diego Municipal Employees Association; California Teamsters
Local 911; San Diego Police Officers Association; San Diego Deputy City Attorneys
Association; and San Diego City Firefighters I.A.F.F. Local 145; and

WHEREAS, the scope of services also includes any of the City's other meet and confer
obligations, as identified by the City's Human Resources Director or designee, or other City

officer responsible for ensuring compliance with the City's obligations under the Meyers-Milias-Brown Act and local rules governing labor relations; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, including information provided by affected third parties and verified by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Council authorizes the Mayor or designee to enter into an agreement with Burke, Williams & Sorensen, LLP, for a term of three years and two one-year options to extend, in an amount not to exceed \$5 million, to provide as needed labor negotiations services, which is on file in the Office of the City Clerk as Document No. RR- **315679** ; and

BE IT FURTHER RESOLVED, the Chief Financial Officer is authorized to expend an amount not to exceed \$5 million over the term of the agreement with expenditures to be made according to the most current available FTE allocation schedule, for the purpose of executing this agreement contingent upon the adoption of the Annual Appropriations Ordinance for the applicable fiscal years, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure under the established contract funding phases are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By



Miguel Merrell
Deputy City Attorney

MM:jvg
June 25, 2024
Or.Dept: Human Resources
CC No. N/A
Doc. No. 3699666

(R-2024-671)

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUL 16 2024

DIANA J.S. FUENTES
City Clerk

By Connie Patterson
Deputy City Clerk

Approved: 7/19/24
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on JUL 16 2024, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry L. Foster III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUL 22 2024.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By Connie Patterson Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 315679

Passed by the Council of The City of San Diego July 16, 2024, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, FOSTER III, VON WILPERT, LEE,
CAMPILLO, MORENO & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315679 approved on July 16, 2024. The date of final passage
is July 22, 2024.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Linda Irvin, Deputy