

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND  
DEPUTY CITY ATTORNEYS ASSOCIATION OF SAN DIEGO RELATED TO AS-NEEDED  
LEGAL SERVICES IN THE OFFICE OF THE CITY ATTORNEY**

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA), this Side Letter Agreement (Agreement) is entered into between the City of San Diego (City) and the Deputy City Attorneys Association of San Diego (DCAA), related to as-needed legal services in the Office of the City Attorney (Department). The City and DCAA are collectively referred to as the "Parties."

This Agreement is intended to be read in conjunction with the Memorandum of Understanding (MOU) covering the term July 1, 2016 to June 30, 2019, approved by the City Council by San Diego Resolution R-310511 (June 13, 2016) (MOU). The Agreement is not intended to modify any terms and conditions of employment as set forth in the MOU.

This Agreement is authorized by Article 10, section D, of the MOU, which provides that the Department has the right to determine the work to be done by employees, including establishment of service levels, appropriate staffing, and the allocation of funds for any position or positions within the Office.

The Parties have met and conferred in good faith in accordance with the MMBA on the terms set forth in this Agreement.

The Parties agree to the following:

1. The Department may determine there is a need for as-needed legal services when a conflict of interest exists, the Department lacks resources, or the Department lacks legal specialization.
2. Before utilizing as-needed legal services, the Department will complete the Notice of Intent to Contract Out for Legal Services (Notice, see Attachment 1), and submit it to the DCAA President via e-mail for review.
  - a. The DCAA President has 5 calendar days from the date of receipt of the Notice to make a request to meet, to discuss further, and identify any impacts. If the Department receives an out of office response from the DCAA President, the City shall promptly email the Notice to the DCAA Vice-President.
  - b. Unless otherwise mutually agreed upon, the meeting must occur within 2 business days of the DCAA President or designee's request to meet.
  - c. The City may proceed with using the as-needed legal services as indicated on the Notice without further discussion with DCAA if the DCAA does not request a meeting within 5 calendar days from the date of receipt of the Notice, does not agree to meet within 2 business days unless otherwise mutually agreed upon, or fails to attend the scheduled meeting.
  - d. It is the intent of the parties that this Agreement will only be used when a conflict of interest exists, the Department lacks resources, or the Department lacks legal specialization.

**SIDE LETTER AGREEMENT BETWEEN THE CITY AND DCAA  
RE: AS-NEEDED LEGAL SERVICES IN THE OFFICE OF THE CITY ATTORNEY**  
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- i. It is not the intent of the Parties to use this Agreement to reduce the number of employees working as Deputy City Attorneys.
3. Specific provisions in this Agreement supersede any previous agreements, whether oral and written, regarding the subject matter of this Agreement. However, all wages, hours, and other terms and conditions of employment presently enjoyed by DCAA-represented employees, and in the MOU, remain in full force and effect.
4. This Agreement will remain in effect unless it is modified through further negotiations in accordance with the MMBA and Council Policy 300-06.

**ATTACHMENTS:**

1. Notice of Intent to Contract Out for Legal Services dated September 1, 2017

**This Agreement is executed, by the following authorized representatives of each party:**

**Deputy City Attorneys Association  
of San Diego**

By: 

Mark Mercer, President

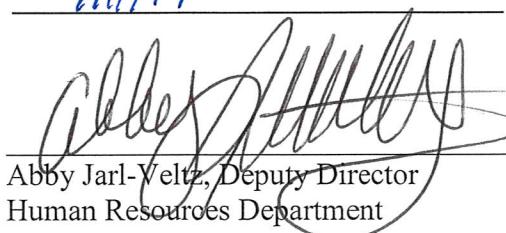
Date: 9/8/17

**City of San Diego**

By: 

Mara W. Elliott  
City Attorney

Date: 9/11/17

By: 

Abby Jarl-Veltz, Deputy Director  
Human Resources Department

Date: 9/11/17

Approved as to form this 13<sup>th</sup> day of September, 2017.

MARA W. ELLIOTT, City Attorney

By:   
Joan Dawson  
Deputy City Attorney

## **Notice of Intent to Contract Out for Legal Services**

To: President, Deputy City Attorneys Association

From: San Diego City Attorney

Date:

The San Diego City Attorney wishes to use outside legal services.

1. Grounds for Request:

- Conflict of Interest
- Lack of Departmental Resources
- Lack of Legal Specialization

2. Brief factual description of reason for request: \_\_\_\_\_

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3. Which division is impacted?

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4. Does the impacted division agree with Management's decision to hire outside counsel?

- Yes
- No

If no, why not?

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5. Does the DCAA wish to meet to further discuss?<sup>1</sup>

- Yes
- No

DCAA: Please submit this form to the City Attorney's Confidential Secretary

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<sup>1</sup> The DCAA must make this request in writing within 5 calendar days from the date of receipt of this Notice. Unless otherwise mutually agreed upon, the meeting must occur within 2 business days of the DCAA President or designee's request to meet.