

**AGREEMENT BETWEEN THE SAN MATEO COUNTY HARBOR DISTRICT
AND DEBORAH GLASSER LABOR RELATIONS, LLC FOR
PROFESSIONAL LABOR RELATIONS SERVICES**

THIS AGREEMENT is made and entered into this **DATE** by and between the San Mateo County Harbor District hereinafter referred to as "DISTRICT," and Deborah Glasser Labor Relations, LLC hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, DISTRICT requires the services of CONSULTANT in the area of labor negotiations and related advice; and

WHEREAS, CONSULTANT is specially trained and possesses special skills, education, experience, and competency to perform the services and provide the advice needed; and

WHEREAS, the DISTRICT, at its meeting on **DATE** has authorized its General Manager to enter into this agreement with CONSULTANT to perform the needed work.

AGREEMENT

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, DISTRICT and CONSULTANT agree as follow:

1. **Services To Be Provided By CONSULTANT**

(a) CONSULTANT shall act in a professional capacity to assist DISTRICT. CONSULTANT'S work shall conform to applicable statutes, laws, regulations, and professional standards for such work.

(b) CONSULTANT shall perform professional services as described in the Scope of Services, which is attached as Exhibit "A." It is expected that Deborah Glasser will perform the services set forth in Exhibit A and will not delegate the performance of services to another employee of CONSULTANT absent DISTRICT approval. Deborah Glasser may, with the approval of the General Manager, engage additional administrative support services for the benefit of the DISTRICT at the rate of \$65 per hour.

(c) Extra work beyond that described in paragraph (a) is not authorized without the express written approval of DISTRICT. CONSULTANT shall request and receive written approval prior to performing any extra work. Any work beyond that reflected in the approved Scope of Services shall not be compensated by DISTRICT unless prior written approval was provided under this paragraph.

2. **Term Of Agreement**

(a) This Agreement shall take effect on the date first written above, and unless terminated earlier pursuant to subsection (c) below, shall be in effect until the services described in Exhibit "A" are completed.

(b) Time is of the essence with regard to the performance of the CONSULTANT'S duties under this Agreement.

(c) Either party may terminate this Agreement by tendering written notice to the other party thirty days before the effective date of termination. In such event, or upon request of the DISTRICT, CONSULTANT shall assemble all DISTRICT documents in the CONSULTANT'S possession and put them in order for proper filing and closing, and deliver said documents to DISTRICT. In the event of termination, CONSULTANT shall be paid for work performed to the termination date.

3. **Compensation**

(a) Type:

DISTRICT shall pay CONSULTANT a fee not to exceed \$190.00 per hour for all services and other expenses provided or incurred in performing the Scope of Services in Exhibit "A," including round trip travel time, not to exceed round trip from CONSULTANT'S San Rafael, California offices. In no event shall DISTRICT be liable for paying more than \$190.00 per hour for CONSULTANT'S services rendered and expenses incurred per this Agreement.

(b) DISTRICT authorizes the General Manager as the hiring authority to retain the CONSULTANT for the 2018 successor labor negotiations in an amount not to exceed \$25,000. Should additional time and money be necessary for the completion of the negotiations, the General Manger shall have discretion to extend the Consultant Agreement.

(c)Schedule for Payments:

(i) CONSULTANT shall bill DISTRICT c/o the DISTRICT'S General Manager at PO Box 1449, El Granada, CA 94018 for services rendered under this Agreement. Billing shall be made monthly, commencing thirty days after this Agreement prior to the 15th of the succeeding month. Invoices shall be marked as confidential for the General Manager's attention only.

(ii) (ii) DISTRICT shall pay fees and applicable expenses due under this Agreement within thirty days of receiving such bills from CONSULTANT, unless contested. Payment of any fee or reimbursement shall not constitute a waiver by the DISTRICT of any breach of any part of this Agreement.

4. **Status of the CONSULTANT**

The CONSULTANT shall perform the services provided for herein using CONSULTANT'S own methods and practices as an independent contractor and in pursuit of CONSULTANT'S independent calling. CONSULTANT is not an employee of the DISTRICT, nor shall any employees of CONSULTANT be considered employees of the DISTRICT, for any purpose. CONSULTANT shall be under the direction and control of DISTRICT staff only as to the results to be accomplished.

5. **Assignment and Subcontracting**

(a) CONSULTANT is being retained due to its special qualifications to perform services as described in Exhibit "A." Therefore, CONSULTANT shall not assign this Agreement, any part thereof, or any compensation due thereunder.

(b) CONSULTANT shall be fully responsible to the DISTRICT for any acts and omissions of CONSULTANT'S subcontractors, including persons either directly or indirectly employed by subcontractors, in the event CONSULTANT subcontracts any of the work to be performed under this Agreement. CONSULTANT'S responsibility under this paragraph shall be identical to CONSULTANT'S liability for acts and omissions of CONSULTANT and employees of the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between DISTRICT and any subcontractor of CONSULTANT, but consultant shall bind every subcontractor by the terms of this Agreement applicable to consultant's work, unless such change, omission, or addition is approved in advance in writing by the DISTRICT. All subcontractors are subject to the prior written review and approval of the DISTRICT.

(c) All terms, conditions, and provisions hereof shall inure to and bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6. **Notices**

All notices shall be in writing and given either by personal service or delivery by the United States Postal Service, or its successor, postage prepaid to the specifically named person(s) or the holder(s) of a designated position. Notices shall become effective insofar as service is concerned on the date of personal service and five days following postmark from the United States Postal Service. Notices/communications between the parties to this Agreement may be sent to the following addresses:

DISTRICT: San Mateo County Harbor District
PO Box 1449,
El Granada, CA 94018

CONSULTANT: Deborah Glasser
dba

Deborah Glasser Labor Relations, LLC
114 Plymouth Cove
San Rafael, CA 94912

7. **Disputes**

If a dispute should arise regarding the performance of this Agreement or compensation for work performed under this Agreement, the parties hereby agree to make good faith and reasonable attempts to settle the dispute through subsequent agreement between CONSULTANT principal and DISTRICT. In the event that a dispute continues, the CONSULTANT is required to continue performing under this Agreement pending resolution of the dispute. Nothing in this procedure shall prohibit the parties from seeking remedies available to them at law after they have made a good faith and reasonable attempt to resolve the dispute pursuant to the provisions of this section. In the event of litigation arising out of the performance of the obligations of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other litigation expenses.

8. **Agreement Contains All Understandings**

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between DISTRICT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both DISTRICT and CONSULTANT. The body of this Agreement shall supersede any discrepancy that may exist with respect to any attached exhibits or documents incorporated by reference. No oral agreement or representation by any officer, agent, or employee of either party made during or after the execution of this Agreement shall become a part of this Agreement except to the extent such oral agreement or representation is expressly reflected in this written Agreement or a written amendment to this Agreement.

9. **Insurance**

Minimum Scope of Insurance.

(1) CONSULTANT agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) CONSULTANT agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by

CONSULTANT or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) **ADDITIONAL PROVISIONS.** CONSULTANT will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

(as) For Commercial General Liability Insurance and Automobile Liability Insurance, DISTRICT, its officers, agents, volunteers and employees will be named as additional insureds.

(b) CONSULTANT will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

(c) This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to DISTRICT.

(d) CONSULTANT will furnish certificates of insurance and endorsements to DISTRICT within ten days of execution of this Agreement.

(e) If CONSULTANT fails to maintain any of these insurance coverages, then DISTRICT will have the option to declare CONSULTANT in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. CONSULTANT is responsible for any payments made by DISTRICT to obtain or maintain insurance and DISTRICT may collect these payments from CONSULTANT or deduct the amount paid from any sums due CONSULTANT under this Agreement.

(f) For any claims related to the services and this Agreement, the CONSULTANT'S insurance coverage will be primary insurance with respect to DISTRICT, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by DISTRICT for itself, its officers, agents, volunteers and employees, will be in excess of CONSULTANT'S insurance and not contributory with it.

(g) CONSULTANT will notify DISTRICT thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

[signatures begin on next page]

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

San Mateo County Harbor District

Deborah Glasser, Consultant

By: _____
General Manager

By: _____

APPROVED AS TO FORM:

By: _____
Steven Miller, District Counsel

DRAFT