

ATTACHMENT 22

**CITY OF OAKLAND
SCOPE OF SERVICES/RETENTION AGREEMENT**

April 23, 2015

Burke, Williams, & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94162

Re: Legal advice and counsel regarding Local 21 labor negotiations

Burke, Williams, & Sorensen, LLP agrees to represent the City of Oakland in the matter referenced above. In addition to this attachment, all of the conditions in the Professional Services Agreement executed between the City of Oakland and Burke, Williams, & Sorensen, LLP remain valid.

Your staffing of this matter will consist of the individuals listed on this attachment. You agree not to involve, for billing purposes, additional attorneys without the prior written consent of either the City Attorney or the Chief Assistant City Attorneys. You must obtain the City Attorney's or the Chief Assistant City Attorneys' written consent before starting any significant legal research or any other task that is not included in your original scope-of-service outline.

The amount to be paid pursuant to this Agreement shall not exceed **\$50,000**. All reimbursable expenses must be included in this budget. The maximum that will be paid for the entire scope of service per matter will not exceed the not to exceed amount above. If the budget for the scope of service requires a change, the Office of the City Attorney must approve the increased budget in writing before they are incurred. If Counsel incurs costs in excess of the \$50,000 not to exceed amount without prior written approval of the City Attorney's Office, the City will not be obligated to pay the excess amounts. The Office of the City Attorney will not approve bills/invoices that are in excess of budget, absent prior approval.

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GENERAL INSTRUCTIONS

Prepare all documentation necessary for this matter in accordance with these instructions and the City of Oakland's Policy Guide for Outside Law Firms. You should promptly inform the City Attorney or the Chief Assistant City Attorneys of major developments and of material legal issues that may arise while providing legal services.

The City of Oakland will rely on your advice and counsel as well as any documents prepared by you, to properly protect its interests and to acquire legally enforceable rights.

COMMUNICATION AND WORK PRODUCT

The City Attorney, Barbara J. Parker, is the liaison for this matter. Except as otherwise noted in this Agreement, direct questions, communications and correspondence to Barbara Parker.

BILLING INSTRUCTIONS

Separate bills/invoices are required for each specific matter. Absent an express agreement to the contrary, bills/invoices must be submitted monthly, unless another arrangement is agreed to in advance, or unless the matter is inactive.

All bills/invoices should include hours spent (to nearest fraction), brief description of the services rendered and the individual who provided the services. A summary of the total hours by individual with his/her billing rate should also be included.

All bills/invoices for services and disbursements must conform to the format of the budget per the Scope of Service Agreement, i.e., the bill/invoice must be in a form that will enable the Office of the City Attorney to compare the items that made up the budget with the items that appear on the bill/invoice.

All bills/invoices must include an accounting showing the original budget amount per the Scope of Service Agreement, the billed/invoiced amounts to date and the amount remaining on the original budget. Bills not including this accounting will be returned unpaid.

OCA will not approve bills/invoices that are in excess of budget, absent prior approval.

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SCOPE OF WORK/OUTLINE OF SERVICES

Provide advice and counsel in coordination with the Office of the City Attorney regarding Local 21 labor negotiations, including but not limited to reviewing documents and drafting language and agreements, attending bargaining sessions and City Council closed sessions upon request.

The City Attorney, Barbara J. Parker, is the liaison and will supervise the services. The Office is retaining the services of Mr. Davis, as lead attorney on this matter. The assistance of attorneys other than those listed below may be permitted, provided that the City Attorney shall have the sole discretion to approve any such additional attorneys. Employee Relations Director, Renee Mayne, is leading the negotiations with Local 21 and will contact Mr. Davis for assistance and advice from time to time. Ms. Parker shall be copied on all emails so that she is aware of the requests.


LIST OF FIRM'S STAFF TO WORK ON THE MATTER & HOURLY RATES

Name of Firm Staff:	\$hourly rate of staff
Timothy Davis and Janet Sommer	\$295 per hour
Associate Attorney Jaime Bodiford	\$225 to \$250 per hour

Approved budget: \$50,000

APPROVAL


City of Oakland
Barbara J. Parker, City Attorney



Signature
5/11/15

Date

Burke, Williams, & Sorensen, LLP



Signature
May 6, 2015

Date

To be attached to signed Agreement