

**EMPLOYER-EMPLOYEE RELATIONS CONSULTANT
SERVICES AGREEMENT**

This agreement ("Agreement") shall be by and between the City of Lemoore ("City") and Susan Wells ("Consultant"), to wit:

WITNESSETH:

In consideration of their mutual covenants, the parties hereto agree as follows:

1. The Consultant shall provide the City with consulting services pertaining to all aspects of employer-employee relations. Said services may, at the City's discretion, include, but are not limited to, the following:
 - A. Serving as the negotiator during meetings held to confer with recognized employee organizations on matters within the scope of representation, as defined by the Meyers-Milias-Brown Act, Government Code Section 3500, et. seq.;
 - B. Consulting on the drafting of Memoranda of Understanding and presenting these to the City Council;
 - C. Representing the City in any negotiation impasse proceeding, to include, but not limited to, post-impasse-declaration mediation and/or fact-finding proceedings;
 - D. Consulting on the administration and modification of the City's employer-employee relations policy and/or personnel ordinances, rules and practices;
 - E. Assisting in the preparation of the City's response and in processing of employee grievances;
 - F. Keeping the City informed as to State and Federal legislation related to employer-employee relations, and advising the City regarding the implementation and administration of such laws;
 - G. Advising the City on such issues as management, confidential and supervisory designation; unit determination matters; management rights; subcontracting; employment standards; union activities; and similar issues.

2. For the services rendered pursuant to Sections 1.A. through 1.G. of this Agreement, the Consultant shall receive the following payments:
 - A. The City shall pay the Consultant the sum of \$300.00 per month;
 - B. The City shall pay the Consultant for trips to the City to conduct the services described in Sections 1.A. through 1.G. at the rate of \$50.00 per trip.
 - C. In addition to the services described in 1, the City shall pay the Consultant \$100.00 for each special services project such as representation at mediations, fact-finding, appearances before the Public Employees Relations Board, and services or meetings of a similar nature.

3. The Consultant agrees to be reasonably available by telephone, mail, email, or trips to the City during the term of this Agreement.

4. This Agreement shall be effective March 1, 2013 and shall remain in force until terminated by either party pursuant to section 5.
5. This Agreement may be terminated by either party effective thirty (30) days after written notice of such termination is either mailed, with return receipt requested, faxed with proof of facsimile, overnight mail with proof of delivery, or personal service to the other party.
6. Consultant is an independent contractor for all purposes under this Agreement.

This Agreement contains the full and complete understanding of the parties hereto.

City of Lemoore

Susan Wells