

LABOR NEGOTIATIONS RETENTION AGREEMENT

This Agreement, effective upon the date of the Client's signature below, is made between Gregory P. Einhorn, Attorney at Law (Labor Negotiator), and the City of Orland, by and through its City Council (Client.)

1. **Subject Matter of Services.** It is agreed that Labor Negotiator is to represent and provide labor negotiations services as requested and directed by the Client and by Client's City Manager (Services). Services to include the following: preparation for and attendance at negotiation (bargaining) sessions, meetings, including City Council meetings, travel, correspondence, document review and preparation, research, and telephone consultations.

2. **Fees and Charges.** Labor Negotiator will bill the Client at an hourly rate of \$175.00 per hour for all activities undertaken in providing Services to Client under this Agreement.

3. **Payment.** Client agrees to pay Labor Negotiator full payment of charges billed within 30 days of receipt of billing.

4. **Responsibility of Labor Negotiator.** Labor Negotiator shall be responsible for rendering professional labor relations negotiations services in his role as Labor Negotiator for the Client. Labor Negotiator shall maintain professional liability coverage in the amount of \$1,000,000.00 per claim/aggregate at all times during the pendency of this Agreement. Labor Negotiator shall be available to Client and Client's staff upon reasonable notice and shall respond promptly to requests by Client and Client's staff.

5. **Independent Contractor.** Labor Negotiator is an Independent Contractor, and not an employee of Client. As an independent contractor, Labor Negotiator shall not receive PERS entitlements or other retirement benefits.

6. **Termination.** This Agreement may be terminated by either party, with or without cause, upon 30 days' written notice.

7. **Entire Agreement; Modification.** This Agreement shall be the operative agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by all parties.

Dated: _____

City of Orland, by _____

Gregory P. Einhorn

Dated: _____