

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2015 by and between SAN MATEO COUNTY HARBOR DISTRICT, hereinafter called the "District," and IEDA, INC., a subsidiary of INDUSTRIAL EMPLOYERS AND DISTRIBUTORS ASSOCIATION.

Recitals

Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code, Sections 3500 et seq), two (2) organizations have been designated as recognized employee organizations at the District.

The General Manager of the District or their designated representative has been designated as the District's representative in employer-employee relations.

The General Manager is now and will be in the future engaged in meeting and conferring in good faith with representatives of such recognized employee organizations on matters relating to employment conditions and employer-employee relations.

It is necessary and desirable that the District obtain the services of qualified persons to consult with and advise the Commissioners and the General Manager in employer-employee relations, and to assist the General Manager in meeting and conferring in good faith with representatives of the recognized employee organization.

IEDA, Inc. is qualified to provide such services to the District.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the District and IEDA, Inc. agree as follows:

1. SERVICES TO BE PROVIDED BY IEDA, INC.

IEDA, Inc. shall assign Austris Rungis to provide the District with personnel management services in the areas of employer-employee contract negotiations, as identified in A through C below, and all matters related to personnel administration and overall labor/employee relations, as identified in D below:

- A. Meet and confer in good faith for, and on behalf of, the District, as the designated representative of the Commissioners and the General Manager, with representatives of the employee organization of the District.
- B. Meet with the Commissioners to discuss:
 1. Developing a strategy for meeting and conferring in good faith with the recognized employee group, and
 2. Progress in the meet and confer process.
- C. Update the Memorandum of Understanding to include those modifications made as a result of the meet and confer process, in a form and manner to be approved by the Commissioners and the General Manager.
- D. Advise and consult with the District on all matters relating to personnel administration, employment conditions and overall employer-employee relations.

Such matters shall include, but are not limited to:

1. Grievance procedures,
2. Disciplinary procedures,

3. Memorandum of Understanding interpretation issues,
 4. Benefit program design, and
 5. Management training.
- E. Review the current District employment policy and procedures documents, advise the District of any needed or recommended modifications, and assist the District in making such modifications.

2. PAYMENT

The District agrees to pay IEDA, Inc. and IEDA, Inc. agrees to accept in full and complete payment for all services rendered under this agreement the sum of Twenty Thousand Dollars (\$20,000.00) per year, paid quarterly, effective on the execution of this agreement.

The District agrees to reimburse IEDA, Inc. for travel from the office of IEDA, Inc. at 2200 Powell Street, Emeryville CA to the District's office at the applicable IRS mileage rate.

3. TERM

This agreement shall be effective upon its execution, and shall remain in effect until such time as either the District or IEDA, Inc. may exercise the provisions of Item 4 below.

4. TERMINATION

Either the District or IEDA, Inc. may terminate this agreement at any time upon one hundred twenty (120) days' written notice to the other.

5. INSURANCE

IEDA shall provide a certificate of insurance evidencing:

- A. General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, and property damage.
- B. Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- C. Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Dated _____

San Mateo County Harbor District

IEDA, INC., a subsidiary of INDUSTRIAL
EMPLOYERS AND DISTRIBUTORS ASSOCIATION

By _____
General Manager

By _____
President