

## REPRESENTATION SERVICES AGREEMENT

An agreement for representational services to be provided by JOHN H. ADAMS to the MORENO VALLEY CITY EMPLOYEES ASSOCIATION (MVCEA), entered into this 15<sup>TH</sup> day of December, 2008.

1. **John H. Adams agrees to represent MVCEA and the MVCEA membership in matters of employer-employee relations related to wages, hours, benefits, and conditions of employment at the direction of the MVCEA Board of Directors. Representation of MVCEA shall include the following:**
  - A. **Meeting and Conferring with representatives of the City of Moreno Valley on matters within the scope of negotiations pursuant to the Meyers-Milias-Brown Act and representing MVCEA pursuant to Senate Bill 739 before the Public Employee Relations Board (PERB). All related costs for filing fees and hearing officer fees related to representation before the PERB shall be paid by MVCEA.**
  - B. **Contract Administration – John H. Adams agrees to maintain a continuing vigilance to persuade City management to abide by existing personnel rules and regulations, State and Federal labor laws, and the provisions of the Memorandum of Understanding between MVCEA and the City of Moreno Valley. John H. Adams will also monitor the developments and changes in State and Federal laws impacting local government employee labor relations and PERS retirement and medical insurance benefits.**
  - C. **Grievances and Disciplinary appeals – John H. Adams will upon request, provide technical assistance, counsel, and representation to MVCEA members in the processing and presentation of grievances and disciplinary appeals through the established steps within the rules and regulations of the City of Moreno Valley. All cost related to transcripts, arbitrators, witness fees, or other expenses necessary to the processing of an appeal will not be the responsibility of John H. Adams. This representation shall not include technical assistance, counsel, and representation of non-MVCEA members who pay an agency shop service fee. The cost of representing non-MVCEA members in these matters shall be the responsibility of said non-MVCEA members and if performed by John H. Adams shall be subject to the same hourly retainer charge paid by individual clients to Adams and Associates.**

- D. Legal Services – Attorney’s fees, court costs, filing fees, or fees for other legal services not specifically addressed in this agreement will not be the responsibility of John H. Adams and are not covered by this agreement. Legal opinions obtained by John H. Adams related to interpretations of the memorandum of understanding between MVCEA and the City of Moreno Valley, legal opinions on matters related to State Government Code 3500 et, al, as well as legal opinions on unfair labor practices under the Public Employee Relations Board (PERB), which are performed by the law firm under retainer to Adams & Associates are covered by this agreement. Language reviews of MOU boilerplate language performed by the law firm under retainer to Adams & Associates are covered by this agreement**

**Legal costs related to attorney coverage for on-site representation, advice, or consultation in the absence of John H. Adams by the law firm under retainer to Adams and Associates is included in this agreement. MVCEA members are also entitled to a referral to worker’s compensation attorneys for free consultation on job related injuries or illnesses as part of this agreement.**

- E. Political Action – John H. Adams agrees to assist MVCEA with its political action program, including providing professional advice and assistance to any MVCEA endorsed City Council or Mayoral candidates during election campaigns upon request.**
- F. Communications – John H. Adams will upon request provide topical and timely information for newsletters and reports to the MVCEA membership.**
- G. Data Research and Surveys – John H. Adams will provide all necessary benefit and benchmark salary surveys to support the MOU meet and confer process on behalf of MVCEA and in conjunction with any classification studies being performed by the City impacting MVCEA members.**

- 2. The Moreno Valley City Employees Association (MVCEA) agrees to the following:**

- A. It is the intent of the parties to maintain a long term working relationship. This agreement shall remain in effect for a minimum of 48 months beginning January 1, 2009. Either party wishing to amend, or cancel this agreement shall do so during the 60 calendar day period prior to December 31, 2012 by serving notice of intent on the other party in writing.**

MVCEA agrees to pay to John H. Adams \$10.00 per member per month beginning 1/1/09 and continuing for 12 consecutive months due and payable monthly in advance. MVCEA agrees to pay to John H. Adams \$11.00 per member per month beginning 1/1/10 and continuing for 36 consecutive months due and payable monthly in advance.

- B. MVCEA agrees to function in a democratic manner and in accordance with the MVCEA By-laws.
3. Under this agreement John H. Adams shall not be required to obtain, and makes no guarantees of any specific or given results on behalf of MVCEA and/or its members. MVCEA is free to accept or reject advice and recommendations from John H. Adams. MVCEA, its officers and agents indemnifies and holds harmless John H. Adams, his estate and his heirs from any claims for damages either actual or punitive arising out of his performance of duties under this agreement.
  4. Any disputes between the parties arising out of this agreement shall be settled by binding arbitration under the rules of the American Arbitration Association to be conducted in Riverside County California. The cost of the arbitrator, hearing room, and court reporter shall be shared by the parties. Each party shall bear the cost of their own representation as well as any witness fees or other related expenses. Any party refusing to abide by this dispute resolution process shall be responsible to pay the attorney fees and court filing costs of the other party related to the resolution of the dispute.
  5. This agreement supersedes and replaces all previous agreements between MVCEA and John H. Adams both oral and written. No other written or oral agreement exists between the parties with the execution of this agreement and this agreement can only be amended by mutual agreement of the parties approved by the MVCEA Board of Directors and signed by the MVCEA President and John H. Adams.

SIGNED: Sherald Koliboski  
Sherald Koliboski, MVCEA President

DATE: 12/15/08

SIGNED: John H. Adams  
John H. Adams, Adams & Associates

DATE: 12/15/08

**Kathy Savala**

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**From:** John Adams <john@johnadams-assoc.com>  
**Sent:** Friday, April 19, 2013 8:50 AM  
**To:** Sherald Koliboski; Kathy Savala; Dennis Buckle; Joe Lara; 'xxXxx'; Nick Henderson; Frank Martinez  
**Subject:** MVCEA representation fee history

**ADAMS & ASSOCIATES**  
32385 WINDEMERE DRIVE  
CANYON HILLS, CA 92532  
(951) 244-9919

**TO:** MVCEA Board of Directors  
**FROM:** John H. Adams, Adams & Associates  
**DATE:** April 18, 2013  
**SUBJECT:** Representation Agreement History

Per your request for a copy of the current representation agreement between MVCEA and Adams & Associates I will deliver a copy to the MVCEA President at the April 19, 2013 meeting. A review of the history of the representation agreements between MVCEA and my firm documents the following:

1. First agreement 1991 @ \$9.00 per member per month
2. Second agreement May 2001 @ \$10.00 per member per month (first rate increase in 10 years).
3. Third agreement January 2007 @ \$10.00 per member per month (no rate increase in 6 years).
4. Fourth agreement January 2009 @ \$10.00 per member per month through 12/31/09 (no rate increase for 8 year)
  - A. This agreement provided for a rate increase to \$11.00 effective 1/1/10.

Pursuant to the City enacting a 10% furlough on MVCEA members John Adams unilaterally refused the \$1.00 (10%) rate increase until MVCEA members were no longer under the 10% furlough. As of April 1, 2013 MVCEA members have not been asked to pay a representation rate increase for 12 years.

Please feel free to contact me if additional information is needed.