

# **A&S Consulting Services Inc.**

May 11, 2022

Lynne Bender  
Director of Human Resources  
Marin Community Clinics

RE: Letter Agreement for Professional Consulting Services

Dear Lynne:

In accordance with our mutual agreement, this letter agreement will serve to confirm that Marin Community Clinics (hereinafter referred to as the "Client") has retained and engaged the services of A&S Consulting Services Inc. (hereinafter referred to as the "Consulting Firm"), regarding representation in connection with a pre-petition/organizing effort involving a union (hereinafter referred to as the "Project").

The terms and conditions of the foregoing engagement shall be as follows:

The responsibilities of the Consulting Firm will include, but are not limited to, the preparation and implementation of the following:

- a. Meetings with managers, supervisors and employees relative to the project
- b. Preparation of materials/presentations
- c. One on one contact with supervisors
- d. Update meetings with senior management team individually and/or as a group as needed
- e. Strategic and legal consultation with the client's designated legal representative(s)

The consulting fees for this Project are as follows:

- Hourly rate of \$250 per hour per consultant.
- Six-hour minimum per day, anything after 6 hours will be billed at 8 hours per day, anything after 8 hours will be billed at actual hours worked.
- Four-hour minimum for non-workdays except Saturdays and Sundays.
- Travel days to be billed at 4 hours.
- A daily per diem for meals of \$80 except on travel days where per diem will be \$60.
- All reasonable expenses incurred on the Project (Example: airfare, lodging, rental car, fuel, parking etc.)

Abe Flores shall be the assigned consultant for this Project. In the event additional consultants are required, then the Consulting Firm shall obtain prior approval from the Client.

Client agrees that the Consulting Firm fees shall be earned regardless of the outcome of the Project, and that **no guarantees, implied or explicit, have been made as to the results of same.**

In the event that any dispute arises with respect to any of the terms of this agreement, said dispute shall be submitted to final and binding arbitration, pursuant to the rules of the Riverside County, California, Bar Association. The prevailing party in any such arbitration shall be entitled to its reasonable attorney fees and costs.

All invoices submitted by the Consulting Firm shall be due and payable 15-30 days upon receipt. Billing will be submitted weekly. In the event any invoice is not paid by the client upon receipt thereof or, at the latest, within 15-30 days from receipt thereof, then the Consulting Firm shall be entitled to any and all collection costs it incurs, including reasonable attorney fees.

All payments shall be made payable to: A&S Consulting Services Inc.

The Client and the Consulting Firm understand and agree that the project will be completed in strict accordance with all applicable laws.

I appreciate the opportunity to work with Marin Community Clinics on the above project and look forward to a successful resolution. In the event the foregoing meets with your approval, please execute this letter agreement as provided below.

Respectfully,

A&S Consulting Services Inc.  
By: Abe Flores, President

**THE FOREGOING IS AGREED TO AND ACCEPTED IN ALL RESPECTS**

**Dated:** \_\_\_\_\_

**Marin Community Clinics**

\_\_\_\_\_

**By:** \_\_\_\_\_, \_\_\_\_\_  
(title)