

Council Meeting of  
November 14, 2006

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: Approve contract with Liebert Cassidy Whitmore for  
Labor Relations Assistance. Expenditure: \$70,000**

**RECOMMENDATION**

The City Manager recommends approval of a contract with Liebert Cassidy Whitmore in an amount not to exceed \$70,000 for the period of one year to work with and assist in Labor Relations issues and negotiations.

Funding

General Fund -- salary savings from the City Manager's Office

**BACKGROUND/ANALYSIS**

The position of Assistant to the City Manager that has had principal responsibility as Chief Labor Negotiator has been vacant for a lengthy period, with the incumbent in the position formerly retiring in July 2006.

The City is entering into labor negotiations with its general employee bargaining units as these contracts expire in February 2007. The City will not have recruited for and filled the vacant position in a timeframe that is reasonable for the upcoming negotiations sessions. Therefore, the City Manager proposes to use the services of Peter Brown with Liebert Cassidy Whitmore to assist the Labor Relations Team in its contract negotiation responsibilities for 2008.

Respectfully submitted,

LeROY J. JACKSON  
CITY MANAGER

By   
Mary K. Giordano  
Assistant City Manager

CONCUR:

  
LeRoy J. Jackson  
City Manager

## AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF TORRANCE, A Municipal Corporation (“City”).

### **1. Conditions**

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

### **2. Attorney’s Services**

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and City proceedings, as requested by City or otherwise required by law.

### **3. Fees, Costs, Expenses**

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, provided however, that in no event will the total amount of money paid to Attorney, for services contemplated by this agreement exceed the sum of \$70,000.00, unless otherwise first approved in writing by City.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Eighty Dollars (\$160.00 - \$280.00), and from Ninety-Five to One Hundred Twenty Dollars (\$95.00 - \$120.00) for time of paraprofessional staff. Peter Brown’s current billable rate is \$260.00 per hour. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective January 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City, provided however, that in no event will City be charged for travel time to and from the City from either Attorney's office or Attorney's home. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

#### **4. Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or

incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

**5. File Retention**

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

**6. Assignment**

This Agreement is not assignable without the written consent of City.

**7. Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

**8. Authority**

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

**9. Term**

This Agreement is effective November 15, 2006 through November 15, 2007 and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

CITY OF TORRANCE,  
A Municipal Corporation

LIEBERT CASSIDY WHITMORE,  
A Professional Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By \_\_\_\_\_  
Melanie Poturica  
Managing Partner

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III

By: \_\_\_\_\_  
Deputy City Attorney

Date \_\_\_\_\_

Date \_\_\_\_\_

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$250.00 - \$280.00
Of Counsel	\$235.00 - \$250.00
Associates	\$160.00 - \$230.00
Labor Relations Professional	\$160.00 - \$180.00
Paraprofessionals	\$95.00 - \$120.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page