



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
June 6, 2012**

TO: Board of Directors, Pleasant Hill-Martinez Joint Facilities Agency

FROM: Alan H. Shear, Assistant City Manager

SUBJECT: Agreement for Legal Services

DATE: May 31, 2012

RECOMMENDATION:

Ratify Agreement with Liebert Cassidy Whitmore for specialized legal services

BACKGROUND:

Liebert Cassidy Whitmore (LCW) is recognized throughout the State of California as the premier employment law firm representing public agencies. On occasion, a specialized personnel-related legal issue arises requiring the need for a legal expert in that field. LCW will provide that service on an as-needed basis.

FISCAL IMPACT:

The hourly rates for an Attorney is \$180.00 - \$300.00 and for paraprofessional \$105.00 - \$140.00.

ACTION:

Motion ratifying agreement for special legal services between Liebert Cassidy Whitmore and the Pleasant Hill-Martinez Joint Facilities Agency.

Attachment: Agreement

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Alan H. Shear".

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 PLEASANT HILL-MARTINEZ JOINT FACILITIES AGENCY ("Client").

1. **Conditions**

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

2. **Attorney's Services**

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

3. **Fees, Costs, Expenses**

Client agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from One Hundred Eighty to Three Hundred Dollars (\$180.00 - \$300.00), and from One Hundred Five to One Hundred Forty Dollars (\$105.00 - \$140.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July

1. Attorney will provide the Client with written notification of any adjustment in the range of rates. 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.

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client. 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 Client 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 Client 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 Client 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 Client's request, deliver the file for the matter to Client, along with any funds or property of Client's in our possession. If Client requests the file for the matter, Attorney will retain a copy of the file at the Client's expense. If Client 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 Client 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 Client. At any point during the seven (7) year period, Client may request delivery of the file.

6. **Assignment**

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

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 Client.

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 May 18, 2012, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

PLEASANT HILL-MARTINEZ
JOINT FACILITIES AGENCY

By: _____

By: _____

Name: J. Scott Tiedemann

Name: _____

Title: Managing Partner

Title: _____

Date: _____

Date: _____

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$300.00
Of Counsel	\$265.00
Associates	\$180.00 - \$245.00
Paraprofessionals	\$105.00 - \$140.00

II. COST SCHEDULE

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