




Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

FROM:  David N. Carmany, City Manager

DATE: April 19, 2011

SUBJECT: Consideration of Contract with Liebert Cassidy Whitmore for Legal Services (\$160-\$320 per Hour)

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Liebert Cassidy Whitmore for on-going labor-related legal consultation services, with an hourly rate ranging from \$160 to \$320.

FISCAL IMPLICATION:

Expenditures associated with this contract can be accommodated within existing General Fund appropriations and through salary savings achieved by the vacancy in the City Attorney's office.

BACKGROUND:

On April 5th, the City Council appointed an interim City Attorney, Leland Dolley. The City Attorney will probably require additional outside legal assistance from a number of sources until a permanent City Attorney is appointed.

DISCUSSION:

While the City Council has appointed an interim City Attorney, additional outside labor-related legal counsel will be necessary in the coming weeks to assist with on-going issues. As a result, staff recommends that the law firm of Liebert Cassidy Whitmore (LCW) be retained to provide such service. LCW is well known and respected for their labor related services in the public sector.

Attachment A - Contract

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 MANHATTAN BEACH, 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 administrative and court 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, including reasonable travel time. Attorney has assigned Melanie Poturica to be the primary attorney for services provided to the City.

The range of hourly rates for Attorney time is from One Hundred Sixty to Three Hundred Twenty Dollars (\$160.00 - \$320.00), and from One Hundred to One Hundred Forty Dollars (\$100.00 - \$140.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1.

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. 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 in the sum of Three Million Dollars (\$3,000,000).

4. **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.

5. **Assignment**

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

6. **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.

7. **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.

8. **Term**

This Agreement is effective January 1, 2011, 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

CITY OF MANHATTAN BEACH,
A Municipal Corporation

By 

By _____

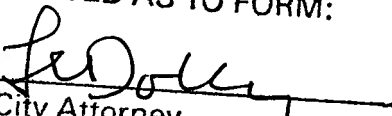
Title managing partner

Title _____

Date 4/14/11

Date _____

APPROVED AS TO FORM:

By 
City Attorney

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$270.00 - \$320.00
Of Counsel	\$240.00 - \$280.00
Associates	\$160.00 - \$260.00
Paraprofessionals	\$100.00 - \$140.00

II. COST SCHEDULE

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