



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Susan Crumly, Human Resources and Risk Manager

SUBJECT: Consideration and possible action to receive and file Agreement File No. XXX with Liebert Cassidy Whitmore for the purpose of continuing our membership in their Gateway Public Employment Relations Consortium.

DATE: June 27, 2016

EXECUTIVE SUMMARY

For many years the City has relied upon Liebert Cassidy Whitmore to provide valuable staff training in the areas of discipline, staff evaluation, supervisory skills, privacy issues, leave laws, avoiding liability and more. This is the annual renewal of our agreement to continue those services for FY 2016-17.

RECOMMENDATION TO CITY COUNCIL

- 1) Receive and file Agreement File No. XXX; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

The cost of the one year agreement is \$3,210.00

DISCUSSION

The City is a member of the Gateway Public Employment Relations Consortium with Liebert Cassidy Whitmore. The consortium provides us with five full days of staff training, a monthly Client Update and telephone consultation. This agreement continues these services for FY 2016-17 at a cost of \$3,210.00.

ATTACHMENT

Agreement File No. XXX 2

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of Bellflower, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than twenty-nine (29) public agencies in the Gateway Public area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2016, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to Agency for a fee of Three Thousand Two Hundred Ten Dollars (\$3,210.00) payable in one payment prior to August 1, 2016. The fee, if paid after August 1, 2016 will be \$3,310.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred to Three Hundred Fifty Dollars (\$200.00 - \$350.00) per hour for attorney staff, One Hundred Ninety-Five Dollars (\$195.00) per hour for Labor Relations/HR Consultant and from Seventy-Five to One Hundred Sixty Dollars (\$75.00 - \$160.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

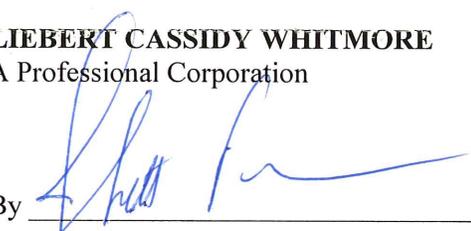
The term of this Agreement is twelve (12) months commencing July 1, 2016. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-nine (29) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2016.

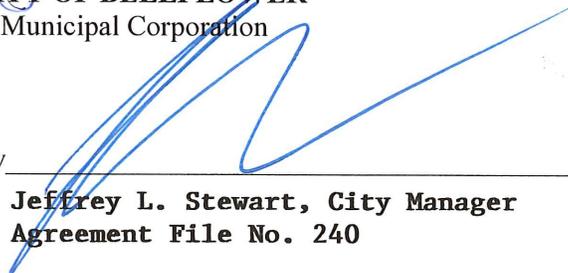
Dated: 5.26.16

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By 

Dated: June 10, 2016

CITY OF BELLFLOWER
A Municipal Corporation

By 

Jeffrey L. Stewart, City Manager
Agreement File No. 240