

FIRST AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 17th day of May, 2022, by and between the Town of Los Gatos, State of California, herein called the "Town," and Liebert Cassidy Whitmore, a Professional Corporation ("Attorney"), herein called the "Attorney."

RECITALS

A. Town and Attorney entered into a Special Services Agreement from February 1, 2020, through February 1, 2022 ("Agreement") (see Attachment 2).

AMENDMENT

- 1. The Town desires to extend the Agreement from February 2, 2022, through June 30, 2024.
2. Total compensation by the Town for the Attorney's services shall increase by an additional \$15,000, not to exceed \$180,000.
3. Compensation is based on an updated rate schedule (see Attachment 1).
4. All other terms and conditions of the Agreement dated February 1, 2020, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed the First Amendment to Agreement as of the date indicated above.

Town of Los Gatos:

DocuSigned by: Laurel Prevetti 7/11/2022
Laurel Prevetti
Town Manager

Attorney:

DocuSigned by: J. Scott Tiedemann
J. Scott Tiedemann, Managing Partner
Liebert Cassidy Whitmore

Department Approval:

DocuSigned by: Salina Flores
Salina Flores
Human Resources Director

Approved as to Form:

DocuSigned by: Gabrielle Whelan
Gabrielle Whelan
Town Attorney

Attest:

DocuSigned by: Shelley Neis 7/11/2022
Shelley Neis, MMC, CPMC
Town Clerk

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Partners	\$415.00
Senior Counsel	\$345.00
Associates	\$230.00 - \$325.00
Labor Relations/Human Resources Consultant	\$260.00
Paralegals	\$145.00
E-Discovery Specialists	\$145.00
Law Clerks	\$145.00 - \$185.00

AGR 20.026

IHH _____

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the TOWN OF LOS GATOS, A Municipal Corporation ("Town").

1. Conditions

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

2. Attorney's Services

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

3. Fees, Costs, Expenses

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

Total compensation for the duration of this agreement is not to exceed \$165,000. CRF

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Eighty Dollars (\$210.00 - \$380.00). See Schedule I for a full Fee Schedule. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the Town with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.



For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and E-Discovery Management.

Other Expenses

Town agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Town. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page. See Schedule I attached.

Payment by Town 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.

4. Professional Liability Insurance

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.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between Town 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 Town 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.

6. File Retention

After our services conclude, Attorney will, upon Town's request, deliver the file for the matter to Town, along with any funds or property of Town's in our possession. If Town requests the file for the matter, Attorney will retain a copy of the file at the Town's expense. If Town 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 Town 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 Town. At any point during the seven (7) year period, Town may request delivery of the file.

7. **Assignment**

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

8. **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 Town.

9. **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.

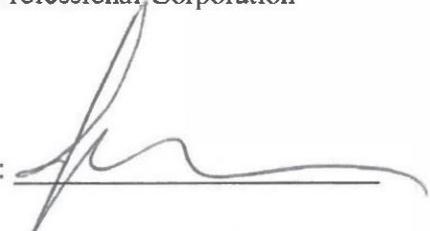
10. **Term**

This Agreement is effective February 1, 2020, 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.

*through February 1, 2022
LAP*

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

TOWN OF LOS GATOS,
A Municipal Corporation

By: 

By: 

Name: J. Scott Tiedemann

Name: Laurel Prevetti

Title: Managing Partner

Title: Town Manager

Date: 2/10/2020

Date: 2-20-2020

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	\$380.00
Senior Counsel	\$325.00
Associates	\$210.00 - \$305.00
Labor Relations/HR Consultant	\$240.00
Paralegals	\$135.00
E- Discovery Specialists	\$135.00
Law Clerks	\$135.00 - \$175.00

2. COSTS

1. Photocopies	\$0.15 per copy
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SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.