

CITY OF YUBA CITY
STAFF REPORT

Date: February 16, 2021
To: Honorable Mayor & Members of the City Council
From: Human Resources
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Appointment of Labor Relations Consultant

Recommendation: Adopt a Resolution authorizing the City Manager to enter into an agreement with Liebert Cassidy Whitmore (LCW) for labor relations services, including authorizing the City Manager to take action to implement the same

Fiscal Impact: Not to exceed \$85,000 per fiscal year. Fee schedule: Partner is \$380 per hour and Labor Relations Consultant is \$240 per hour

Purpose:

To appoint Liebert Cassidy Whitmore (LCW) as the new labor relations consultant for the City of Yuba City.

Background:

In 2019, a Request for Proposal (RFP) was sent to six (6) labor relations firms, four (4) responded. The four (4) firms presented to a City Council subcommittee. Based on the proposal review and presentations, IEDA was selected as the labor relations consultant in 2019.

Liebert Cassidy Whitmore (LCW) was part of this RFP process in 2019. The City reached out to LCW about leading labor relations for the City. LCW has a current relationship with the City as they provide training for the organization through a training consortium. Additionally, in the past, LCW has worked with the City on various legal issues. Mr. Jack Hughes and Mr. Michael Jarvis will be the LCW representatives for the City labor relations. Mr. Jack Hughes is a partner with LCW and has extensive labor relations experience. Mr. Michael Jarvis is a LCW labor relations consultant and has a more than a decade of labor negotiation experience.

Analysis:

Mr. Hughes and Mr. Jarvis of LCW are experienced labor negotiations and have the ability to manage the labor negotiations process. Mr. Jarvis will be the lead negotiator at the bargaining table.

Staff recommends that LCW provide lead labor relations for the following bargaining units:

Organization	Approximate Number of Employees Represented	MOU/LOU Expiration Date
Firefighters, Local 3793	49	December 31, 2021
Fire Management	4	June 30, 2019
First Level Managers	22	June 30, 2020
Local 1	97	June 30, 2020
Mid Managers and Confidential Employees by Resolution No. 14-029	18	June 30, 2020
Police Officers' Association	73	June 30, 2021
Police Sergeants	9	June 30, 2021
Sworn Police Mid Managers	5	June 30, 2021

The agreement between LCW and the City will be ongoing. The agreement will terminate upon thirty (30) days notice given by either the City or LCW.

Fiscal Impact:

Not to exceed \$85,000 per fiscal year. Fee schedule: Partner is \$380 per hour and Labor Relations Consultant is \$240 per hour

Alternatives:

1. Direct staff to contract with another labor relations firm
2. Direct staff to revisit proposals from other labor relations firms

Recommendation:

Approve a resolution authorizing the City Manager to enter into an agreement with LCW for labor relations services.

Attachments:

1. Resolution
2. LCW Agreement

Prepared By:

[/s/ Natalie Springer](#)
Natalie Springer
Human Resources Director

Submitted By:

[/s/ Diana Langley](#)
Diana Langley
Interim City Manager

Reviewed By:

Finance
City Attorney

[SM](#)
[SLC by email](#)

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR LABOR
RELATIONS SERVICES, INCLUDING AUTHORIZING THE CITY MANAGER TO TAKE
ACTION TO IMPLEMENT THE SAME**

WHEREAS, Yuba City has eight employee bargaining units and is need of labor relations and consultation services for labor negotiations; and

WHEREAS, the City issued a Request for Proposals for labor relations and consultation services in 2019; and

WHEREAS, Liebert Cassidy Whitmore (LCW) responded to the 2019 Request for Proposals; and

WHEREAS, LCW has the expertise needed for the City's labor relations including serving as the City's lead negotiator and providing support to City Council and staff throughout the negotiations process; and

WHEREAS, LCW is qualified to provide labor relations and consultation services for the City; and

WHEREAS, the City Council desires to retain LCW's services; and

WHEREAS, the City Council also desires to authorize the City Manager to enter into any agreements, subject to approval as to legal form by the City Attorney, and take any other action necessary to obtain the services of LCW for the City's labor negotiations with its bargaining units.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council authorizes the City Manager to enter in an agreement with LCW for labor negotiations with the City's bargaining units, including related labor relations and consultation services, for an amount not to exceed \$85,000 per fiscal year.
2. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of February 2021.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

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 YUBA, 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 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.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Eighty Dollars (\$210.00 - \$380.00). Jack Hughes’ hourly rate is \$380.00 and Michael Jarvis’ hourly rate is \$240.00. 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 City with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.

Other Expenses

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

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.

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 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.

6. 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.

7. Assignment

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

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 City.

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 January 28, 2021, 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 YUBA,
A Municipal Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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
Law Clerks	\$135.00 - \$175.00

2. COSTS

1. Photocopies	\$0.15 per copy
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