

**MARIPOSA COUNTY
BOARD OF SUPERVISORS**

**AGENDA
ACTION FORM**

DATE: 12/18/01
AGENDA ITEM NO.: #8

DEPARTMENT: County Counsel

BY: Jeffrey G. Green

PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No___)

Resolution authorizing Chairman to execute Agreement with Liebert Cassidy Whitmore to provide legal services for the County of Mariposa.

Liebert Cassidy Whitmore, formerly Whitmore, Johnson & Bolanos before their merger with Liebert Cassidy in 2000, specialize in labor law cases. Staff recommends renewing an Agreement with this firm as they have provided excellent service to the County of Mariposa. All fee increases have remained within the ranges of the fee schedule contained in the current Agreement, which was approved by the Board in 1991. See page 4 for a breakdown of current and proposed rates.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the original Agreement in 1991 with Whitmore, Johnson & Bolanos for labor negotiations and general legal services.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

COSTS:	<input type="checkbox"/> Not Applicable	
A. Budgeted current FY		\$ _____
B. Total anticipated costs		\$ _____
C. Required additional funding		\$ _____
D. Internal transfers		\$ _____
SOURCE:	<input type="checkbox"/> 4/5ths Vote Required	
A. Unanticipated revenues		\$ _____
B. Reserve for contingencies		\$ _____
C. Source description:		_____
Balance in Reserve for Contingencies, if approved: \$		_____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

CLERK'S USE ONLY:

Res. No.: 01-359 Ord. No. _____

Vote - Ayes: 3 Noes: _____

 Absent: _____ Abstained: _____

 Approved _____ () Denied _____

() Minute Order Attached () No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____

ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:

Recommended

Not Recommended

For Policy Determination

Submitted with Comment

Returned for Further Action

Comment: _____

A.O. Initials: [Signature]

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and MARIPOSA COUNTY ("County").

1. Conditions

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

2. Attorney's Services

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

3. Fees, Costs, Expenses

County agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services and for reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Thirty - Five to Two Hundred Sixty Dollars (\$135.00 - \$260.00) and Ninety Dollars (\$90.00) per hour for time of paraprofessional staff. Richard Bolanos' billable rate is \$225.00 per hour for General Legal Services, and \$205.00 per hour for labor negotiations. 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.

County agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of County. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimiles charges at One Dollar (\$1.00) per page. A Public Agency Fee Schedule is

attached to this Agreement.

Payment by County 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. **Assignment**

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

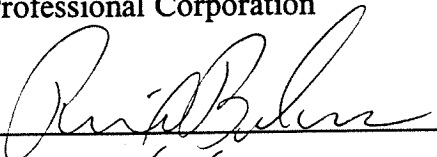
5. **Independent Contractor**

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 County.

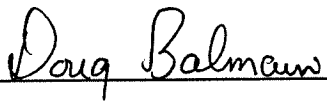
6. **Term**

This Agreement is effective January 1, 2002, 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

By 
Date 11/16/01

COUNTY OF MARIPOSA

By 
Date 12-27-01

I. PUBLIC AGENCY FEE SCHEDULE

(Hourly Rates)

Partners	\$ 200.00 - \$260.00
Associates	\$ 135.00 - \$190.00
Of Counsel	\$ 175.00 - \$210.00
Graduate Legal Assistants	\$ 110.00
Law Clerks	\$ 95.00
Paralegals	\$ 90.00

II. COST SCHEDULE

1. Photocopies	\$ 0.15 per copy
2. Facsimile Transmittal	\$ 1.00 per page

I. PUBLIC AGENCY FEE SCHEDULE

(Hourly Rates)

	<u>Current</u>	<u>Proposed</u>
Partners	\$145.00-\$205.00	\$200.00-\$260.00
Associates	\$110.00-\$155.00	\$135.00-\$190.00
Of Counsel	\$0.00	\$175.00-\$210.00
Graduate Legal Assistants	\$70.00	\$110.00
Law Clerks	\$50.00	\$ 95.00
Paralegals	\$50.00	\$ 90.00

II. COST SCHEDULE

- | | |
|--------------------------|-----------------|
| 1. Photocopies | \$0.15 per copy |
| 2. Facsimile Transmittal | \$1.00 per page |