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**File ID:** 2023-00144

2/21/2023

**Consent Item 8.**

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**Supplement to Contract No. 2022-0819 for Legal Services**

File ID: 2023-00144

**Location:** Citywide

**Recommendation:** Pass a **Motion** amending contract #2022-0819 by \$84,000 and authorizing the City Attorney to execute a supplemental contract with Liebert Cassidy Whitmore an amount not-to-exceed \$144,000, reflecting an increase of \$60,000 necessary to cover the work required for representation during the arbitration of disciplinary appeals.

**Contact:** Aaron Donato, Labor Relations Manager, (916) 808-5816  
ADonato@cityofsacramento.org, Labor Relations

**Presenter:** None.

**Attachments:**

1-Description Analysis

2-Supplement to Contract **2022-0819**

**Description/Analysis**

**Issue Detail:** Staff is recommending Council approval to execute a \$60,000 supplement to the current legal services agreement with Liebert Cassidy Whitmore for a total amount not to exceed \$144,000 to cover expenses associated with the arbitration and post-arbitration briefing of three disciplinary matters. The arbitration alone spanned five days, more than what had been initially anticipated.

The City Attorney's Office maintains a pre-approved list of qualified outside counsel available to assist with litigation matters. Liebert Cassidy Whitmore is on the City's list of approved law firms and is qualified to continue to represent the City's interest in these arbitrations.

**Policy Considerations:** This funding is required to continue representation and defense of the City in these arbitrations.

**Economic Impacts:** Not applicable.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** Contracting for outside legal services is an administrative activity that will not result in direct or indirect physical changes in the environment and is not a project subject to CEQA review. CEQA Guidelines section 15378 (b) (5).

**Sustainability:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The arbitrations spanned more days than anticipated, briefing is still required, and the arbitrator's fee must be paid.

**Financial Considerations:** There will be no additional impact to the General Fund.

**Local Business Enterprise (LBE):** Liebert Cassidy Whitmore is a LBE.

**SUPPLEMENTAL AGREEMENT**

**Project Title and Job Number: Legal Services Agreement – Disciplinary Appeals of S.C., C.S., & S.H.      Date: 11/28/2022**  
**Purchase Order #: n/a      Supplemental Agreement No.: C2022-0819-01**

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The City of Sacramento ("City") and Liebert Cassidy Whitmore \_\_\_\_\_ ("Contractor"), as parties to that certain Legal Services Agreement designated as Agreement Number C2022-0819, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- 1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

**The scope of work has not changed. The parties are increasing the not to exceed amount of the contract to reflect the amount of work necessary to bring the litigation to conclusion**


- 2. The term of this agreement is amended as follows:

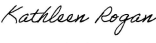
There is no change in the term of the agreement.

- 3. In consideration of the additional and/or revised services described in section 1 and 2, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased** by \$60,000.00, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$84,000.00</u>
Net change by previous supplemental agreements:	<u>\$0.00</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$84,000.00</u>
<b>Increase</b> by this supplemental agreement:	<u>\$60,000.00</u>
New not-to exceed amount including all supplemental agreements:	<u>\$144,000.00</u>

- 4. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
- 5. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**  
  
\_\_\_\_\_  
Aaron A. Donato (Jan 18, 2023 13:44 PST)  
City of Sacramento

**Approved As To Form By:**  
  
\_\_\_\_\_  
City Attorney

**Approved By:**  
  
\_\_\_\_\_  
Jesse Maddox, Partner, Liebert Cassidy Whitmore

**Attested To By:**  
\_\_\_\_\_  
City Clerk

**Approved By:**  
\_\_\_\_\_  
City of Sacramento