

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9053

DATE 7-9-20

TITLE

AMENDING AN AGREEMENT FOR 2020 LABOR & EMPLOYMENT LEGAL SERVICES FOR THE CITY OF WILLIAMSPORT

WHEREAS, City Council approved an agreement with Campbell Durrant Beatty Palombo Miller, P.C. ("Campbell Durrant") to provide legal service related to collective bargaining negotiations and Act 111 interest arbitration hearings (Resolution 8998, dated March 5, 2020); and

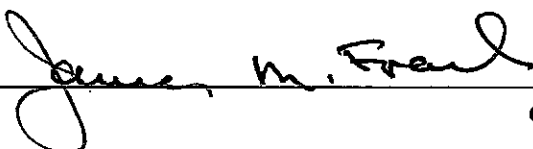
WHEREAS, the Resolution included a not-to-exceed amount for the aforementioned services of \$40,000; and

WHEREAS, with the impasse of negotiations with the International Association of Firefighters, Local 736 an Act 111 Interest Arbitration has been scheduled; and

WHEREAS, the Administration has determined that additional funding is necessary for Special Labor Counsel to represent the City in the Act 111 Interest Arbitration.

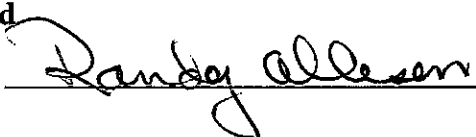
NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes and additional \$10,000 to support and/or represent the City in the Fire, Transit, and Police collective bargaining negotiations and Fire and Police contract Act 111 arbitration hearings, as necessary.

BE IT FURTHER RESOLVED that the not to exceed amount is now \$50,000.

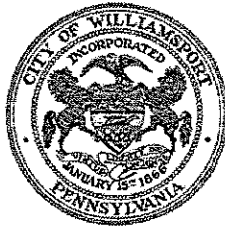


City Clerk

Approved



President



CITY OF WILLIAMSPORT

OFFICE OF FINANCE & BUDGET

MEMORANDUM

TO: Members, Williamsport City Council

FROM: Joseph Pawlak, Interim Finance Director

RE: Resolution to amend an agreement for labor and employment legal services

DATE: July 1, 2020

Attached for your consideration is an amendment to Resolution 8998. Earlier this year, the Administration presented an agreement for labor and employment legal services to assist with collective bargaining agreement negotiations and possible Act 111 Interest Arbitration. Currently, negotiations with one union has reached an impasse and an Act 111 Interest Arbitration has been scheduled. We hope that with this additional amount we can make it through the arbitration without interruption. Funding will come from the Hearings and Litigation (1400 79030) account.

Please give me a call with any questions.

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8998

DATE 3-5-20

TITLE

AGREEMENT FOR 2020 LABOR & EMPLOYMENT LEGAL SERVICES FOR THE CITY OF WILLIAMSPORT

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the Mayor and City Controller are authorized to enter into an agreement with Campbell Durrant Beatty Palombo & Miller, P.C. ("Campbell Durrant") to provide legal services as set forth in the Engagement/Fee Agreement Letter attached hereto, not to exceed \$40,000. These services will be utilized on an as needed basis, as determined by the administration in conjunction with the City Solicitors, to support and/or represent the City in the Fire, Transit, and Police collective bargaining negotiations and Fire and Police contract Act 111 arbitration hearings, if necessary.

Approved

James M. Froul
City Clerk

Michael J. McClary
President

*One Belmont Avenue, Suite 300
Bala Cynwyd, PA 19004*

Patrick J. Harvey
Attorney at Law
Direct Dial: 610-227-2595
pharvey@cdblav.com

IN REFERENCE TO: P-WLMPRT-3346

February 12, 2020

Mayor Derek Slaughter
City of Williamsport
245 West 4th Street
Williamsport, PA 17701

RE: Engagement/Fee Agreement Letter for Labor & Employment Legal Services

Dear Mayor Slaughter:

Thank you for selecting Campbell Durrant Beatty Palombo & Miller, P.C. ("Campbell Durrant") to provide the City of Williamsport (the "City") with legal services as special labor counsel. This representation is limited to labor and employment related matters specifically referred to us for handling including the Fire Contract, Police Contract and Transit Union Labor negotiations and the Fire and Police contract Act 111 arbitration hearings if necessary.

This letter will serve as the Engagement/Fee Agreement Letter for legal services to be provided by Campbell Durrant, and we appreciate the City's decision to be of service to you. Our representation is limited to the matter(s) as described above. To the extent you wish to engage our firm to represent the City regarding other non-labor and employment matters, the City may be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation.

The law firm charges the following hourly rates: Blended rate of \$325 for Shareholders and Associates; Paralegals and Law Clerks - \$180. In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, arbitrator/mediator fees, deposition transcripts, computerized legal research, notary service, various mailing/delivery charges, file delivery costs, document reproduction, travel, lodging, and meals. The actual expenses incurred will vary depending on the services that we provide to you. Expenses are billed without surcharge. Expense items incurred on the City's behalf will be itemized separately and listed on our billing statements. Third-party expenses in excess of \$100 may be forwarded directly to you for payment. The law firm will submit monthly invoices describing in detail the work performed as well as any expenses incurred on behalf of the City.

Mayor Derek Slaughter
February 27, 2020
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We will keep the City of Williamsport apprised of developments and will consult with the City as necessary to ensure timely, effective and efficient completion of our work. The City acknowledges that we cannot guarantee either the outcome or the time to complete legal services on its behalf. The City also agrees to be cooperative with us, to accurately respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement.

The law firm has the ability to communicate with its clients through electronic mail ("email"). Generally, email is an accepted way of communication and even intercepted email is protected under the attorney/client privilege. However, there is no absolute certainty that electronic mail will not be intercepted or read by a third party. We will avoid discussing confidential employee information and matters of critical legal strategy through email where possible. Please also note that sending copies of email communication from this firm to third persons could result in a waiver of the attorney/client privilege, and copied emails and routine replies should be used with caution. If you do not want us to use electronic mail at all, please advise this office in writing.

The City of Williamsport will be provided copies of pertinent pleadings, documents, correspondence and other information throughout any case or matter in which we represent the City. These copies will be your file copies; please retain them. We will also keep information in a file in our office, which will be the law firm's file. At the conclusion of this matter(s), we will retain your legal files for a period of five (5) years (either in the original, physical file format or in electronic format). At the expiration of the five-year period, we may destroy these files unless you notify us in writing now that you wish to take possession of them.

It is also important to note that this firm represents the City of Williamsport. We do not represent any individual in his or her individual capacity. There is no attorney client relationship between any individual employed by the City in his or her individual capacity and any attorney in this firm.

This will also confirm that you may discontinue our representation at any time, with or without cause, by notifying us in writing of your desire to do so. Upon receipt of such notice, we will cease all legal work on behalf of the City of Williamsport immediately. In addition, to the extent permitted by the rules of professional responsibility, we may discontinue our representation at any time for reasons such as if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. If we elect to discontinue our representation, we would notify you immediately and would ask that you take all steps reasonably necessary to effectuate that decision, including the execution of any documents necessary including the execution of any documents necessary to complete our withdrawal from representation.

Mayor Derek Slaughter
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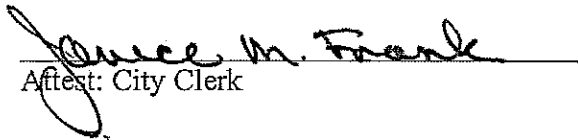
Please review this Engagement/Fee Agreement Letter and have the acknowledgment below signed by the appropriate City representative. By signing this agreement, the City of Williamsport confirms that the appropriate representative(s) has read this agreement, understands its provisions and agrees to abide by its terms. Please return one signed copy to me and keep the other original for the City's records. Should you have any questions concerning this Engagement/Fee Agreement, please do not hesitate to contact us.

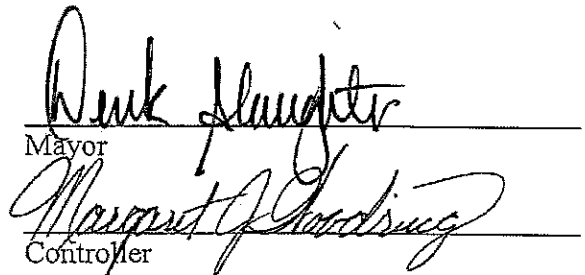

On behalf of Campbell Durrant, we truly appreciate the opportunity to represent The City of Williamsport.

Very truly yours,

Patrick J. Harvey

Acknowledgement of review and acceptance by the
City of Williamsport


Aftest: City Clerk


Mayor

Controller

Date: 3-5-20