

## **AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the City of Redondo Beach, A Municipal Corporation, hereinafter referred to as "Consortium Member," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "LCW" for the below described special services ("Agreement"). Consortium Member and LCW may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS Consortium Member has the need to secure expert training and consulting services to assist Consortium Member in its workforce management and employee relations; and

WHEREAS LCW is specially experienced and qualified to perform the special services desired by the Consortium Member and is willing to perform such services;

NOW, THEREFORE, Consortium Member and LCW agree as follows:

### **1. Term & Termination:**

This Agreement is effective beginning July 1, 2025 through June 30, 2026.

### **2. LCW's Services:**

During the Term of Contract, LCW will provide membership in a consortium, which includes the following Services to Consortium Member (and the other consortium members) in exchange for payment in full of the Fee defined below:

- A. Five (5) days of group training workshops covering various trainings applicable to the Consortium.
- B. Availability of LCW attorney for Consortium Member to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters.
- C. Providing of a monthly newsletter covering employment relations developments.

### **3. Fee:**

LCW will provide these special services to Consortium Member for a fee of \$3,950.00 (Three Thousand Nine Hundred Fifty Dollars) payable in one payment prior August 15, 2025. There is a \$100 late fee for payments received by LCW after this date. The Fee will cover the above Services, including related development and distribution of written materials provided to attendees at the training programs (also "Materials").

### **4. Ownership & Use of Materials:**

LCW shall have and retain ownership of all intellectual property rights. Consortium Member warrants they will not use LCW Material in other trainings without the expressed written permission of LCW. To the fullest extent permitted by law, Consortium Member hereby waives and release LCW, and each of their officers and employees ("Released Party(ies)") from any and all claims, demands, damages, or liabilities, including, but not limited to, those for the ordinary negligence of a Released Party, claims for bodily injury, personal injury or illness, emotional distress, property damage, wrongful death, consequential damages, economic damages, infringement, and attorney's fees and costs ("Claims" or "Claim"), which arise from or relate to Consortium Member's unauthorized use of or modification of Material or breach of this Agreement. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party.

### **5. No Representation or Warranty.**

LCW does not make any specific promise, representation or warranty regarding the Materials. LCW is not responsible for updating the Materials and, as time passes, the Materials may become outdated or contrary to applicable laws. LCW does not guarantee that the Materials will meet the needs of the Consortium Member or

achieve certain results. LCW provides the Materials "AS IS" and without any warranty of any kind and any use by Consortium Member is at their own risk. LCW expressly disclaims any and all warranties, including the implied warranty of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permitted by law. To the fullest extent permitted by law, Consortium Member releases LCW from Claims arising from their use or modification of the Materials.

**6. Miscellaneous.**

This Agreement, and any Exhibits, represents the entire and integrated contract between Consortium Member and LCW, and supersedes all prior representations, or agreements. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining valid provisions will continue in full force and effect. The signators to this Agreement are authorized to execute this Agreement on behalf of and bind their respective Parties hereto. This Agreement may be executed in counterparts (including by electronic means), which taken together will form one legal instrument.

ACCEPTED AND AGREED on the date indicated below:

**LIEBERT CASSIDY WHITMORE**

A Professional Corporation  
Attn: Melanie Chaney  
6033 W. Century Blvd., 5th Floor  
Los Angeles, CA 90045  
Email: [mchaney@lcwlegal.com](mailto:mchaney@lcwlegal.com)

**CITY OF REDONDO BEACH**

A Municipal Corporation

By:   
Melanie Chaney / Co-Managing Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_ July 23, 2025

Title: \_\_\_\_\_

Date: \_\_\_\_\_