

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 July 1, 2026 and shall remain in effect until June 30, 2027.

2. LCW's Services:

LCW will provide South Bay consortium membership, which includes the following Services, including the Materials as defined below, 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 Consortium Member, with the specific subjects covered and lengths of individual workshop presentations to be determined by Consortium Member and the other members of 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. The caller will be informed if the question exceeds the scope of consortium calls.
- C. Providing of a monthly newsletter covering employment relations developments.
- D. Access to Liebert Library at the PREMIUM level.

3. Fee:

For the above services the Consortium Member owes \$5,045.00, (Five Thousand Forty Five Dollars) ("Fee").

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, including patent rights, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed, registered or applied for under any statute or are protected or protectable under applicable law existing at the time the Parties enter into this Agreement with regard to the Materials ("Intellectual Property Rights"). LCW will retain ownership of its Intellectual Property Rights. Consortium Member understands that the Material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. Consortium Member warrants there will be no future use of 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. Professional Liability Insurance.

The California Business & Professions Code requires an attorney to inform a client whether the attorney maintains errors and omissions insurance coverage applicable to the Services. LCW confirms that LCW maintains such insurance coverage.

7. Artificial Intelligence

LCW permits attorneys to utilize generative artificial intelligence (“AI”) tools in the performance of their work within the standards and guidance established by the State Bar of California. Attorneys may use AI as a tool and do not use AI work product without applying their own independent legal judgment. Attorneys do not disclose confidential information to unsecure AI tools.

8. Disputes.

If a dispute between Consortium Member and LCW 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 in such arbitration. Any arbitration award may be served by mail upon either side and personal service shall not be required. If a dispute arises between Consortium Member and LCW 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. 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.

9. File Retention.

LCW will return Consortium Member provided documents upon request at the conclusion of Services. If Consortium Member does not request the return of such documentation, LCW will retain it for a period of seven (7) years after conclusion of the Services. If Consortium Member does not request delivery of such documentation before the end of the seven (7) year period, LCW will have no further obligation to retain the file and may, at LCWs’ discretion, destroy it without further notice to Consortium Member. At any point during the seven (7) year period, Consortium Member may request delivery of the file.

10. Miscellaneous.

It is understood and agreed that LCW is and shall remain an independent contractor under this Agreement. The Parties acknowledge that: (1) LCW is free from the control and direction of Consortium Member in connection with the performance of Services; (2) LCW performs Services outside the usual course of Consortium Member's business; and (3) LCW is customarily engaged in an independently established trade, occupation, or business of the same nature as the LCW performs for Consortium Member. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

This Agreement, and any Exhibits, represents the entire and integrated contract between Consortium Member and LCW with respect to the services described in this Agreement, and supersedes all prior representations, or agreements concerning those services only. This Agreement does not amend, supersede, or otherwise affect the Consortium Member's Agreement for Legal and Consulting Services with LCW. 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 nevertheless continue in full force and effect. No modification to any provision of this Agreement shall be effective unless approved in writing and signed by both Parties. The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either Party thereafter to enforce each and every provision herein. 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 counterparts delivered by facsimile or other 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

CITY OF REDONDO BEACH

A Municipal Corporation

By: 
Melanie Chaney / Managing Partner

By: _____

Name: _____

Date: July 24, 2026

Title: _____

Date: _____