

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9796

DATE 6-20-24

TITLE

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN CITY OF WILLIAMSPORT AND CAMPBELL DURRANT, P.C. FOR LABOR AND EMPLOYMENT LEGAL SERVICES

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the Professional Services Agreement attached hereto between the City of Williamsport and Campbell Durrant P.C. is hereby approved, and,

BE IT FURTHER RESOLVED that the Mayor and City Controller are hereby authorized to execute the attached Agreement, and the appropriate city officials are authorized to take such action necessary to carry out the intent of this Resolution.

Approved

James M. Frank
City Clerk

[Signature]
President



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

John P. McLaughlin
Attorney at Law
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jmclaughlin@cdblaw.com

May 22, 2024

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, 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 labor negotiations with City employee unions, including bargaining with the fire department personnel and any labor interest arbitration to the extent such an arbitration is necessary. This agreement will also cover any other matter that the City refers to this firm.

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.

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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 will 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.

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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,

John P. McLaughlin /s/

John P. McLaughlin

JPM/mxh

cc: Mechele L. Hoover, Legal Administrative Assistant/Billing Coordinator (*via email*)

ACKNOWLEDGED AND ACCEPTED
THIS 20 DAY OF June, 2024

CITY OF WILLIAMSPORT

By: *Derek Slaughter*
Mayor

Myra J. Harding
Controller

James Frenk
City Clerk