

**MEMORANDUM**  
**ADMINISTRATIVE SERVICES DEPARTMENT**

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TO: Thomas E. Thomas, City Manager

SUBJECT: Labor Counsel Contract Extension Agreement

Date: December 15, 2011

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The Administrative Services Department and Califf and Harper have agreed to a one-year extension for the labor counsel contract.

Arthur Eggers is contracted to provide labor counsel services for the City. He is expected to provide the following legal services:

1. Participation in collective bargaining agreement negotiations as requested.
2. Representation of the City for interest arbitration.
3. Assistance in reviewing personnel actions.
4. Assistance in grievance responses
5. Representation for grievance arbitration.
6. Employment law dispute representation.
7. Policy review.
8. Other services as required by the City.

Labor counsel also provide the following services at no charge to the City: one hour of phone consultation per month, eight hours of supervisory training each year, and provide information to City Council for two meetings.

Ms. Egger's current fee is \$175.00 per hour. He agreed to maintain this fee for calendar years 2010 and 2011.

**Recommendation:** The City Council approves a one-year contract extension with Califf and Harper at the rate of \$185.00 per hour for Mr. Eggers and \$140.00 per hour an associate for calendar year 2012 and authorizes the City Manager to execute the contract document with Califf and Harper to provide labor counsel services to the City of Rock Island.

Submitted By: John Thorson, Administrative Services Director



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Approved By: Thomas E. Thomas, City Manager

**CONTRACT FOR PROFESSIONAL LEGAL SERVICES  
TO PERFORM LABOR COUNSEL SERVICES**

This Agreement is entered into between the City of Rock Island ("City") and Califf & Harper, P.C. ("Labor Counsel"). Pursuant to the terms of this Agreement, Labor Counsel shall provide to the City labor counsel services.

**I. DUTIES**

Labor Counsel does not possess an exclusive contract to provide services as the City retains the right to hire additional counsel at its discretion. However, Labor Counsel will be expected to provide the following services:

1. Participation in collective bargaining agreement negotiations as required.
2. Representation for interest arbitration.
3. Interest in reviewing personnel actions.
4. Assistance in grievance responses.
5. Representation for grievance arbitrations.
6. Employment law disputes representation.
7. Policy review.
8. Other services as required by the City.

The number of hours of service per year required of Labor Counsel will vary depending on the status of contract negotiations, number of grievances filed, status of employment litigation and other factors.

**II. FEE FOR PROFESSIONAL SERVICES**

1. The Califf & Harper principal rate, paralegal rate, law clerk rate, plus "out of pocket" expenses, is as follows:

Year 1: January 1, 2012 to December 31, 2012

Hourly Rate Principal Attorney	\$185.00
Hourly Rate Associate	\$140.00
Hourly Rate Paralegal	\$110.00
Hourly Rate Law Clerk	\$115.00

Additional charges anticipated: LEXIS research at cost, express delivery at cost, bulk copying \$.10 cents a page.

2. Labor Counsel will provide the following services upon request of the City at no charge: One (1) hour consultation by telephone each month, each year of this agreement eight (8) hours of supervisor training and each year of this agreement provide information to the City Council in two (2) Council meetings.

LABOR COUNSEL

CITY OF ROCK ISLAND, ILLINOIS

\_\_\_\_\_  
Arthur W. Eggers

By \_\_\_\_\_

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

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