

Warrington



Township

852 EASTON ROAD, WARRINGTON, PA 18976
215-343-9350 ■ FAX 215-343-5944
www.warringtontownship.org

BOARD OF SUPERVISORS
SHIRLEY YANNICH, Chair
CAROL T. BAKER, Vice Chair
MATTHEW W. HALLOWELL, SR., Member
MILLE A. SELIGA, Member
FRED R. GAINES, Member

TOWNSHIP MANAGER
Barry P. Lubert

September 13, 2016

MANAGER'S REPORT

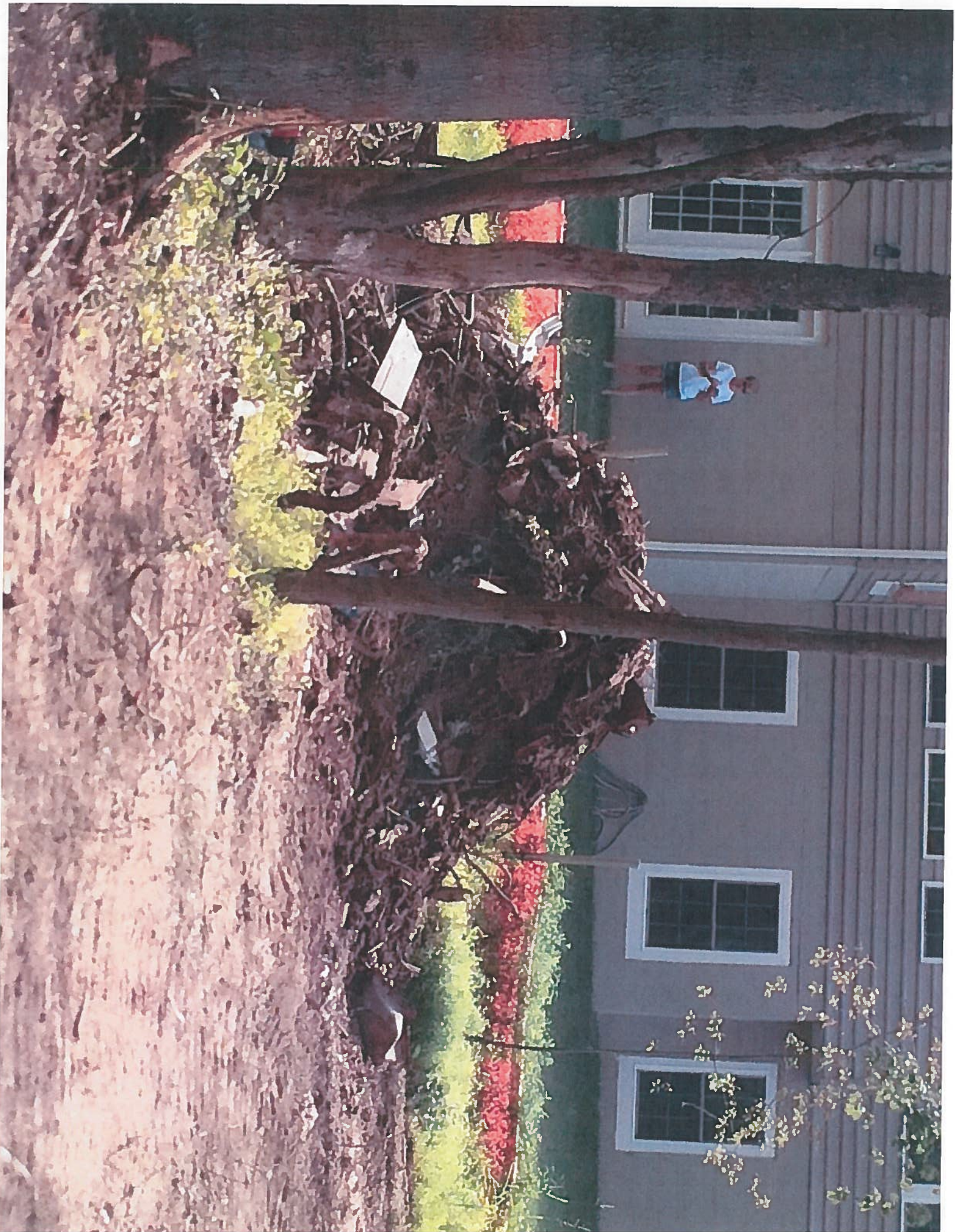
- a. Clean-up at Warrington Springs development.
- b. Consider for approval the hiring of Eckert Seamans for Labor Counsel.
- c. Triathlon supporting Warrington Cares Employee Charity.



















Warrington



Township

852 EASTON ROAD, WARRINGTON, PA 18976
215-343-9350 ■ FAX 215-343-5944
www.warringtontownship.org

BOARD OF SUPERVISORS
SHIRLEY YANNICH, Chairperson
CAROL T. BAKER, Vice Chairperson
MATTHEW W. HALLOWELL, SR., Member
MILLIE A. SELIGA, Member

TOWNSHIP MANAGER
BARRY P. LUBER

August 25, 2016

TO: Board of Supervisors
FROM: Barry P. Luber, Township Manager
RE: **LABOR COUNSEL**

Background

As you are aware, the Police Department has a serious personnel issue that could result in suspension or dismissal of a Police Officer. Because the Police officers are part of a union and have rights under the collective bargaining agreement, it was suggested by our Solicitor that we hire labor counsel, which specialize in these types of issues. While Warrington Township did not have labor counsel on retainer, we have used Scott Blissman a few years back for another police matter. Scott is well known and well respected among local townships. He frequently appears at our Manager and Human Resources Consortium meeting to update Managers/Directors of important labor issues that they should be aware of. Last time we used Scott he was with the firm Reed Smith. He currently is a partner at Eckert Seamens. Due to the immediate need for counsel (the officer had already retained counsel), I hired Mr. Blissman with the caveat that if the Board does not approve him at the next meeting (September 13th), we would only pay him for the work that was completed to date. Attached is the proposal/agreement received from Mr. Blissman. Mr. Clemons has approved the wording of the agreement.

Recommendation

Staff recommends the hiring of Eckert Seamons for the handling of the current issue regarding a Police Officer as per the attached agreement.



Eckert Seamans Cherin & Mellott, LLC
Two Liberty Place
50 South 16th Street, 22nd Floor
Philadelphia, PA 19102

TEL 215 851 8400
FAX 215 851 8383
www.eckertseamans.com

Scott E. Blissman
215.851.8485
sblissman@eckertseamans.com

August 25, 2016

Barry Luber
Manager
Warrington Township
852 Easton Rd.
Warrington, PA 18976

Re: Engagement for Warrington Township

Dear Mr. Luber:

Thank you for considering our Firm to assist Warrington Township (the "Township") with its labor and employment matters which the Township elects to assign (collectively, "the Project"). The purpose of this engagement letter is to set forth our mutual understanding of the basis on which we would agree to undertake such representation. Under the Pennsylvania Rules of Professional Conduct, we are required to inform you in writing of the basis of the fee and expense reimbursement arrangement that would be applicable to our handling of the Project. This letter agreement would become effective upon our receipt of a copy of this letter signed by someone authorized to do so on behalf of the Township.

I will be the primary attorney working on the matter, and I will be assisted by my colleague, Ryan Cassidy, another partner in our labor group, as needed. My hourly rate, as well as the rate for any other partners utilized, will be \$290 per hour. If associates or paralegals in the Firm work on this matter, their time will be billed on the basis of their regular hourly rate, which would be \$225 for associates and \$150 for paralegals. The above rates represent a significant discount from our budgeted rates.

All of our current hourly rates would be in effect for the year 2016, and, thereafter, may be subject to change upon appropriate notice to the Township. Unless otherwise agreed, any additional services requested to be provided by our Firm beyond the scope of the labor and employment work outlined in this letter would be billed in accordance with our hourly rates in effect at the time those services are rendered, or as mutually agreed prior to undertaking the additional representation.

It would be our understanding that all bills rendered to you by us would be paid within thirty days of the date on which such bills are submitted. We reserve the right to terminate our representation of the Township if such bills are not paid in a timely manner. We also reserve the right to charge interest on the amount of any bill remaining unpaid after expiration of a thirty day period at a rate of 1% a month. Similarly, we would promptly respond to any questions you may have concerning any item on a bill submitted to you.

The Township will be billed for disbursements and expenses that we incur on its behalf, including, without limitation, travel costs, mileage, express mailings and postage, long distance telephone costs, telecopying charges and photocopying charges. Unless you have a written arrangement with the Firm which specifies otherwise, our Firm policy requires that most expenses, excepting those which are extremely small in amount, incurred on behalf of the Township and which are payable to a third party, be forwarded to you for direct payment. Please remit any such payments within thirty days directly to the third party. The Firm would not be responsible for payment of the disbursements and expenses incurred on behalf of the Township and which are payable to a third party.

Some of our clients use electronic mail ("E-Mail") to conduct communications between them and the Firm. During 1999, the Ethics Committee of the American Bar Association issued a Formal Opinion in which it concluded that an attorney could transmit information relating to the representation of a client by use of unencrypted E-Mail sent over the Internet without violating the attorney's responsibilities under the Rules of Professional Conduct because such a mode of information transmission afforded a reasonable expectation of privacy from a technological and legal standpoint. For greater protection of client information, our Firm has the capability to encrypt E-Mail. If you would like to request the use of encrypted E-Mail, please contact me so I can notify the appropriate personnel in our Information Systems department. However, no system of encryption provides absolute protection of the confidentiality of information communicated by E-Mail. If you do not want the Firm to use E-Mail for some, or all, of its communication with you, please advise us promptly to that effect. We would follow your instructions as to the manner in which you want to communicate with the Firm.

Clients are entitled to request and receive client-owned files unless the Firm asserts a legally cognizable right to retain all or a portion of the files. No client files can be removed from the Firm and transmitted to any person or entity without the client's written authorization. After a legal representation has ended, client-owned files would either be returned to the client or kept in the possession of the Firm in accordance with its client file retention policy. Under that policy, client files

**ECKERT
SEAMANS**
ATTORNEYS AT LAW

Barry Luber
August 25, 2016
Page 3

are retained by the Firm for a fixed time period after which the files may be destroyed. No client files would be destroyed unless approved by the responsible Firm attorney on that legal representation or by the Firm's Executive Director. Files released to a client are no longer subject to the Firm's client file retention policy.

If this engagement letter is consistent with your understanding of our fee and representation arrangement, please sign the enclosed copy where indicated and return it to me. If you have any questions concerning any of the matters discussed in this letter, please do not hesitate to let me know.

We appreciate the opportunity to be of service to Warrington Township.

Very truly yours,



Scott E. Blissman

Accepted and agreed to this 25th day of August, 2016.

By P. Luber
Signature

Client: Warrington township
Title: Township Manager



09/11/2016 06:55









09/11/2016 08:05