

Council Meeting of
February 27, 2007

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: City Attorney - Approve Amendment to Fee Agreement to provide independent counsel to the Civil Service Commission
Expenditure: \$24,000**

RECOMMENDATION

The City Attorney recommends that the City Council approve an amendment to Contract No. C2006-151 with Jenkins & Hogin, LLP, to provide independent counsel to the Civil Service Commission in an additional amount of \$24,000 for a not to exceed contract amount of \$48,000.

Funding

Funding is available from the 2006/2007 City Attorney's Operating Budget.

BACKGROUND AND ANALYSIS

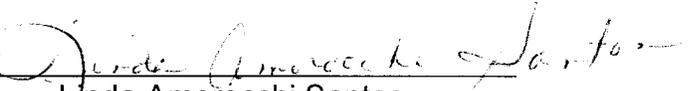
On July 17, 2006, the City Manager entered into a Fee Agreement with the law partnership of Jenkins & Hogin in the amount of \$24,000 to provide independent counsel to the Civil Service Commission.

The City is satisfied with the services provided by the law firm to the Civil Services Commission and desires to continue to use this firm by increasing the available funding by an additional \$24,000.

The City Attorney recommends that the City Council approve the First Amendment to the Fee Agreement with Jenkins & Hugin to provide independent counsel to the Civil Service Commission in an additional amount of \$24,000 for a total contract amount not to exceed \$48,000.

Respectfully submitted,

John L. Fellows III, City Attorney

By 
Linda Amorocchi Santos
Law Office Administrator

CONCUR:



John L. Fellows III, City Attorney



Eric E. Tsao, Finance Director

NOTED;



LeRoy J. Jackson, City Manager

Attachment: First Amendment to Fee Agreement

FIRST AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This First Amendment to Fee Agreement to provide legal services to the Civil Service Commission ("Amendment") is made and entered into as of January 1, 2007, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **JENKINS & HOGIN, LLP**, a law partnership ("FIRM").

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on July 17, 2006 in the amount of \$24,000, a copy is attached as Exhibit A.
- B. CITY is satisfied with the services of FIRM and desires to continue to use this firm by increasing the available funding by an additional \$24,000 for a not to exceed contract amount of \$48,000.

AGREEMENT:

- 1. The Fee Agreement for Legal Services Contract No. C2006-151 is ratified and extended in an amount not to exceed the sum of \$48,000 unless otherwise first approved in writing by the CITY.
- 2. In all other respects the Agreement dated July 17, 2006 between CITY& and FIRM is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

JENKINS & HOGIN, LLP
a law partnership

By: _____
Frank Scotto, Mayor

By: _____
Michael Jenkins

ATTEST:

APPROVED AS TO FORM:

By: _____
Sue Herbers, City Clerk

By: _____
City Attorney

Attachment: Exhibit A Fee Agreement

JENKINS & HOGIN, LLP
A LAW PARTNERSHIP

MICHAEL JENKINS
CHRISTI HOGIN
MARK D. HENSLEY
BRADLEY E. WOHLBERG
KARL H. BERGER
GREGG KOVACEVICH
JOHN C. COTTI
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WRITER'S EMAIL ADDRESS:
MJENKINS@LOCALGOVLAW.COM

July 17, 2006

LeRoy Jackson
City Manager
City of Torrance
City Hall
3031 Torrance Boulevard
Torrance, CA 90503

Dear Mr. Jackson:

It is my pleasure to memorialize our agreement for this Firm to provide legal representation to the City's Civil Service Commission for the period from July 1, 2006 through June 30, 2007.

We will bill you for services at the rate of \$195 per hour . Brad Wohlenberg of the firm will serve as legal adviser to the Commission. We will not bill you for any expenses other than extensive copying, delivery charges and electronic legal research (all at our cost). We charge in tenth of an hour increments and will provide you with a detailed billing monthly. We expect payment within 30 days of our invoice date.

We maintain professional liability insurance in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate. The Firm does not and shall not discriminate on any basis prohibited by law.

Any dispute under this agreement shall be resolved through binding arbitration. You may, of course, terminate this agreement at any time by providing the Firm written notice of termination.

If the foregoing accurately sets forth the terms of our engagement, please sign at the bottom of this letter and return a copy for my files. Your signature below warrants that you are

COPY

1st

C2006-151

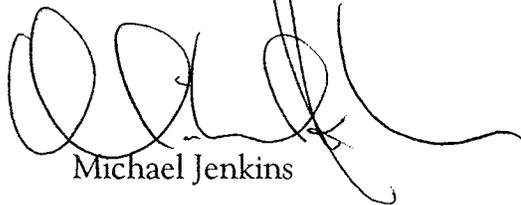
JENKINS & HOGIN, LLP

July 17, 2006
Page 2

authorized to bind the City to the terms of this agreement.

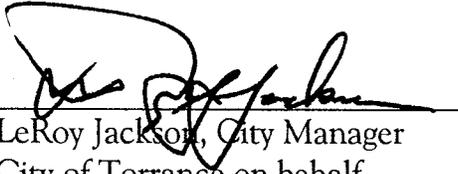
We appreciate the opportunity to be of service to the City.

Very truly yours,



Michael Jenkins

Accepted:



LeRoy Jackson, City Manager
City of Torrance on behalf
of the City of Torrance



John Fellows, City Attorney,
City of Torrance