

Council Meeting of
March 24, 2009

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

Members of the Council:

SUBJECT: City Attorney - Approve Fifth Amendment to Fee Agreement for Independent Counsel to Advise Civil Service Commission

Expenditure: None

RECOMMENDATION

Recommendation of the City Attorney that the City Council approve the Fifth Amendment to Fee Agreement (C2007-155) with Jenkins & Hogin to provide independent counsel to the Civil Service Commission, by extending the term of the agreement through June 30, 2009.

Funding

No additional funding is requested.

BACKGROUND AND ANALYSIS

The City Manager entered into a Fee Agreement on September 11, 2007, with the law firm of Jenkins & Hogin in the amount of \$24,000 to provide independent counsel to the Civil Service Commission.

On October 16, 2007, the City Council approved a First Amendment to the Fee Agreement in the additional amount of \$24,000, for a total not to exceed contract amount of \$48,000.

On February 26, 2008, the City Council approved a Second Amendment to the Fee Agreement in the additional amount of \$50,000, for a total not to exceed contract amount of \$98,000.

On June 24, 2008, the City Council approved a Third Amendment to the Fee Agreement in the additional amount of \$50,000, for a total not to exceed contract amount of \$148,000 and extended the term of the agreement through September 30, 2008.

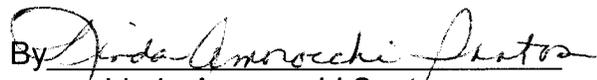
On October 28, 2008, the City Council approved a Fourth Amendment to the Fee Agreement in the additional amount of \$50,000 for a total contract amount not to exceed \$198,000 and extended the term of the agreement through March 31, 2009. The balance currently in the contract is \$66,088.75 which is expected to carry us through the term of the contract.

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 extending the term of the contract from April 1, 2009 to June 30, 2009.

The City Attorney recommends that the City Council approve the Fifth Amendment to the Fee Agreement with Jenkins & Hogin to provide independent counsel to the Civil Service Commission by extending the term of Contract No. C2007-155 from April 1, 2009 through June 30, 2009.

Respectfully submitted,

John L. Fellows III, City Attorney

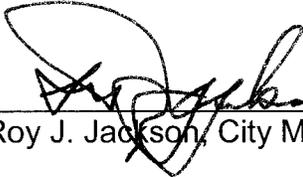
By 
Linda Amorocchi Santos
Law Office Administrator

CONCUR:



John L. Fellows III, City Attorney

NOTED:



LeRoy J. Jackson, City Manager

Attachment A: Fifth Amendment to Fee Agreement

FIFTH AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This Fifth Amendment to Fee Agreement to provide legal services to the Civil Service Commission ("Amendment") is made and entered into as of March 24, 2008, 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 September 11, 2007 for the period from June 1, 2007 through June 30, 2008 in the amount of \$24,000.
- B. On October 16, 2007, the City Council approved the First Amendment to the Fee Agreement in the amount of \$24,000 for a total not to exceed amount of \$48,000.
- C. On February 1, 2008, the City Council approved the Second Amendment to the Fee Agreement in the amount of \$50,000 for a total not to exceed amount of \$98,000.
- D. On June 1, 2008, the City Council approved the Third Amendment to the Fee Agreement in the amount of \$50,000 for a total not to exceed amount of \$148,000 and extended the term of the agreement to September 30, 2008.

E. On October 28, 2008, the City Council approved the Fourth Amendment to the Fee Agreement in the amount of \$50,000 for a total not to exceed amount of \$198,000 and extended the term of the agreement to March 31, 2009.

F. CITY is satisfied with the services of FIRM and desires to continue to use this firm by extending the term of the agreement from March 31, 2009 to June 30, 2009.

AGREEMENT:

1. The Fee Agreement for Legal Services (Contract No. C2007-155) and its amendments are ratified and reaffirmed and is in full force and effect unless otherwise first approved in writing by the CITY.
2. The Fee Agreement entered into for the period of June 1, 2007 through March 31, 2009 is extended to June 30, 2009.

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

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
ELIZABETH M. CALCIANO
LINDA A. BURROWS
LAUREN B. FELDMAN

MANHATTAN TOWERS
1230 ROSECRANS AVENUE, SUITE 110
MANHATTAN BEACH, CALIFORNIA 90266
(310)643-8448 • FAX (310) 643-8441
WWW.LOCALGOVLAW.COM

WRITER'S EMAIL ADDRESS:
MJENKINS@LOCALGOVLAW.COM

September 11, 2007

LeRoy Jackson, City Manager
CITY OF TORRANCE
CITY HALL
3031 Torrance Boulevard
Torrance, CA 90503

Reference: Legal Services Agreement

Dear Mr. Jackson:

At the request of Lupe Corona, via email on September 11, 2007, the period of the agreement with this Firm to provide legal representation to the City's Civil Service Commission has been changed from July 1, 2007 through June 30, 2008 to **June 1, 2007 through June 30, 2008**.

We will bill you for services at the rate of \$195 per hour. Bradley Wohlenberg of the firm will serve as legal adviser to the Commission. We will not bill you for any expense 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

JENKINS & HOGIN, LLP

September 11, 2007

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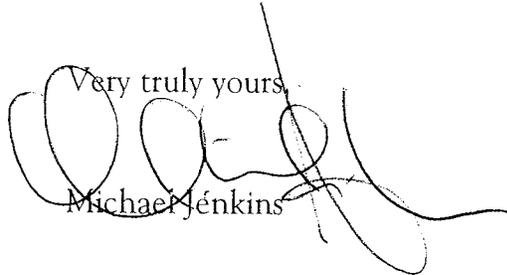
any basis prohibited by law.

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 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