



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

FROM:  David N. Carmany, City Manager

DATE: July 19, 2011

SUBJECT: Consideration of Amendment to Existing Legal Services Contract with Jenkins & Hogin, LLP Increasing the Total Maximum Value of the Contract from \$20,000 to \$60,000

RECOMMENDATION:

Staff recommends that the City Council approve Amendment #1 to the existing legal services contract with Jenkins & Hogin, LLP which increases the authorized expenditure maximum from \$20,000 to \$60,000.

FISCAL IMPLICATION:

The original contract with Jenkins & Hogin, LLP limits expenditures to \$20,000. While the selection of the new City Attorney is in progress, additional legal services and charges beyond the \$20,000 limit will be necessary until such time the attorney is appointed by City Council. As a result, staff recommends extending the maximum value by \$40,000 to a new total of \$60,000, which can be accommodated within current budgetary appropriations. It is expected that the increase will accommodate approximately two months of services.

DISCUSSION:

At its May 17, 2011 meeting, the City Council approved a contract with Jenkins & Hogin, LLP (Christi Hogin) to serve as the interim City Attorney while the City proceeds with the final selection of a firm to serve in that capacity. The City Council stipulated that the contract with Jenkins & Hogin not exceed \$20,000. While the final selection of the City Attorney is progressing, final appointment may take as long as two additional months. As a result, in order to continue the legal services of Christi Hogin, additional authorization beyond the \$20,000 is necessary.

While the exact hours needed over the coming weeks for legal services is unknown, it is expected to average approximately 100 hours per month based on recent patterns (this will equate to \$19,500 per month at \$195 per hour). Therefore, staff recommends that the City Council approve the amendment to the contract with Jenkins & Hogin, LLP increasing the dollar limit by \$40,000 (approximately two months of services). If the selection of the new attorney occurs sooner, the full \$40,000 will not be expended under this contract.

One additional modification through this amendment is the appointment of Jenkins & Hogin, LLP as the attorney of record on behalf of the City in *Coastal Defenders v. City of Manhattan*

Beach, et al. (Los Angeles County Superior Court Case No. BS132163), which deals with the land use issues relative to the Strata project, and in *Birkenfeld v. City of Manhattan Beach*, (Los Angeles County Superior Court Case No. BS129724), which is related to landscape height issues in the public right of way along a walk street. The City Attorney is the de facto attorney of record for any litigation involving the City. However, because Jenkins & Hogin are serving on an interim basis as the City Attorney, this designation provides clarity as to the firm's role in these cases. That designation may be changed upon selection and appointment of the new City Attorney. It is important to note that some of the fees are for matters of litigation for which the developer will reimburse the City.

Attachments: A. Jenkins & Hogin, LLP Contract Amendment #1

**AMENDMENT NO. 1
TO AGREEMENT FOR LEGAL SERVICES**

NAME

THIS AMENDMENT NO. 1 is to the AGREEMENT FOR LEGAL SERVICES entered into by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Jenkins & Hogin, LLP ("ATTORNEY") and dated May 18, 2011.

RECITALS

The following recitals are a substantive part of this Agreement:

1. The Parties entered into an Agreement for Legal Services dated May 18, 2011, which capped the amount of the contract at \$20,000. The purpose of the contract was to provide legal services to the City in the absence of a permanent City Attorney, including attending City Council meetings, advising City Manager and staff and representing the City in court and as otherwise necessary.

2. The Parties wish to extend that Agreement in order to provide continuing representation while the City undertakes its process to select a new City Attorney.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Paragraph 3.1 of the Agreement is amended to read as follows:
 3. **Compensation.** ATTORNEY shall be compensated as follows:
 - 3.1 **Amount.** \$195 per hour. Compensation under this Agreement shall be paid only for assigned work and after approval of hourly billing statement by the City. The revised cap on the total contract amount is \$60,000.
2. ATTORNEY is designated as attorney of record on behalf of the City is *Coastal Defenders v. City of Manhattan Beach, et al.* Los Angeles County Superior Court Case No. BS132163 and in *Birkenfeld v. City of Manhattan Beach*, Los Angeles County Superior Court Case No. BS129724 and will

continue to be available for assignments as needed.

3. The City shall be reimbursed for ATTORNEY'S services in those matters where an applicant or litigant may have an obligation to indemnify the City for its legal expenses. ATTORNEY shall provide separate billing statements for such matters to facilitate reimbursement to the City.
4. Except as expressly amended by this Amendment No. 1, all terms and conditions in the May 18, 2011 Agreement for Legal Services remain in effect.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____, 2011

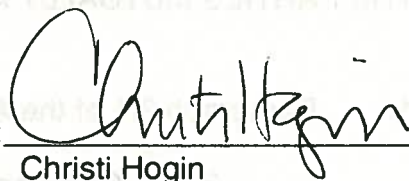
CITY OF MANHATTAN BEACH

By: _____
Nicholas Tell Jr., Mayor

ATTEST:

Liza Tamura, City Clerk

"ATTORNEY"

By: 
Christi Hogin
Jenkins & Hogin, LLP