

BOARD MEETING  
May 16, 2012

Honorable Chair and Members  
of the City of Torrance Oversight Board  
City Hall  
Torrance, California

**Members of the Oversight Board:**

**SUBJECT: Approve Agreement for Legal Services**

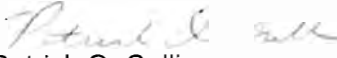
**RECOMMENDATION**

Recommendation that the Oversight Board review the proposal and approve an agreement for legal services with the law firm of Jenkins & Hogin, LLP.

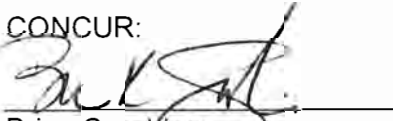
**BACKGROUND**

At the April 27, 2012 meeting of the Oversight Board, the Office of the City Attorney explained that their office had a conflict of interest representing the Oversight Board since the City Attorney represents the City of Torrance. The Office of the City Attorney explained that the Oversight Board should retain their own counsel to represent them. The Office of the City Attorney informed the Oversight Board that the City of Torrance had used the law firm of Jenkins & Hogin in the past when there were conflict issues. The firm is known for their expertise in municipal law. A few of the Oversight Board members expressed that they were familiar with the law firm of Jenkins & Hogin. The Oversight Board requested that a proposal and agreement be brought back to the Oversight Board. Jenkins & Hogin has prepared a proposal and an agreement for legal services. A copy of the proposal is attached as Exhibit A and a copy of the agreement for legal services is attached as Exhibit B. They are proposing a blended hourly rate of \$250.00.

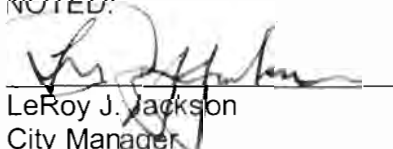
Respectfully submitted,

  
Patrick Q. Sullivan  
Assistant City Attorney

CONCUR:

  
Brian Sunshine  
Assistant to the City Manager

NOTED:

  
LeRoy J. Jackson  
City Manager

Exhibits:           A) Proposal  
                          B) Agreement for Legal Services



**PROPOSAL  
FOR  
LEGAL SERVICES TO THE  
OVERSIGHT BOARD TO THE CITY OF  
TORRANCE AS  
SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY  
OF THE CITY OF TORRANCE**



JENKINS & HOGIN, LLP  
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**MAY 8, 2012**

This proposal responds to the Oversight Board's request for our qualifications to serve as counsel to the Oversight Board to the City of Torrance as Successor Agency to the Redevelopment Agency of the City of Torrance. We offer our services in light of the Office of the City Attorney's conflict because the City Attorney represents the separate entity of the City of Torrance. Jenkins & Hogin, LLP is a South Bay-based law firm that specializes in representing public agencies. We would welcome the opportunity to serve the Oversight Board.

## 1. DESCRIPTION OF THE FIRM

J&H's law practice focuses solely on representing public agencies. We take pride in working collaboratively with councilmembers, with city staff, with one another and with our colleagues in the League of California Cities, Contract Cities Association, Independent Cities Association, councils of governments and other working groups. Our experience has been that collaboration results in more efficient and effective legal services.

### ➤ **Delivering Quality Municipal Law Services**

Our attorneys have extensive experience practicing municipal law and have served as both in-house and contract city attorneys. Until ABX1-26 rocked the foundation of the redevelopment law, we also provided contract general counsel services for several redevelopment agencies, including Monterey Park, Santa Paula, Port Hueneme and West Hollywood. In addition, the firm serves as contract city attorney for 12 cities and as general, special or agency counsel for multiple local governmental entities, including four vector control districts, the South Bay Cities Council of Governments, the Independent Cities Association, and the Westside Cities Council of Governments.

Our attorneys have experience in the broad range of areas of law affecting local government, which enables us to manage effectively and efficiently the legal affairs of the cities and entities we represent.

### ➤ **Statement of Philosophy**

Legal counsel's role in local government is important, but limited. Our primary goal is to do our part to enable decisionmakers to govern the affairs of the Oversight Board. A key ingredient to the successful attorney/client relationship is the client's trust in the judgment and advice of its attorneys. Our attorneys are thoughtful and creative; we aspire to earn and maintain client trust.

Although we are hired directly by the Oversight Board, a productive working relationship with staff is important. Our experience has been that we serve the agency best when staff feels comfortable seeking legal guidance.

J&H's loyalty to our clients includes not only providing a high level of service and accountability to clients, but also a strong sense of fiscal responsibility in providing legal advice and conducting legal affairs on behalf of our clients. We are aware that our fees are paid from public funds and that those funds be used consistent with the public trust. Legal strategy and advice must take into consideration the goals, needs, and financial priorities of the particular client.

J&H is committed to the highest standards of professional ethics and competency. We understand that our clients are public entities and our attorneys are held to a high standard by the public which we serve.

## 2. TRAINING AND EXPERIENCE

### ➤ **Proposed General Counsel**

We propose Karl Berger as General Counsel. Karl brings to the task the following experience:

1996-1997: Attorney for the El Cajon Redevelopment Agency  
 1997-2001: Assistant City Attorney for the City of San Buenaventura providing counsel to the San Buenaventura Redevelopment Agency  
 2002-2012: Special Counsel for the Port Hueneme Redevelopment Agency  
 2003-2012: General Counsel for the Santa Paula Redevelopment Agency  
 2012-present: Special Counsel for the Port Hueneme Successor Agency  
 2009-2012: Assist General Counsel for Monterey Park Redevelopment Agency  
 2012-present: Deputy City Attorney advising the Monterey Park Successor Agency.

Karl has practiced municipal law since his admission to the California Bar in 1995. He is well-versed with those laws that affect public agencies on an ongoing basis, such as the Brown Act; Public Records Act; Political Reform Act; public contracting laws; CEQA; and, of course, the Redevelopment Law, including the recent developments.

To date, one of Karl's outstanding accomplishments was his role in the reopening of a community hospital in Santa Paula. After declaring bankruptcy, the Santa Paula Memorial Hospital closed in 2003. Following protracted negotiations with the Hospital's creditors, the County of Ventura, and a private developer, the Santa Paula City Council was able to implement a plan assisted by Karl, which resulted in the Hospital reopening under the ownership and operation of Ventura County.

Most of Karl's practice concentrates on legal transactional matters such as disposition and development agreements, public works contracts; professional service contracts; utility franchises; risk management; insurance; real property law; and land use planning matters.

Karl was a member of the Legal Advocacy Executive Committee with the League of California Cities. He previously served on the Housing, Community & Economic Development Policy Committee with the League of California Cities.

Karl earned a B.A. (1991) from the University of California at Davis and a J.D. (1995) from Creighton University School of Law.

Although all of the firm's attorneys and resources will be available to assist Karl Berger in serving the Oversight Board, we propose Robert Smith as the primary assistant.

Robert M. Smith brings a strong background in environmental law, land use and real estate development. He has worked extensively with the Monterey Park Redevelopment Agency and is working now with its Successor Agency. Before joining J&H, Robert gained valuable experience representing private clients in land use and litigation matters as an associate at Latham & Watkins LLP, including playing an integral role in obtaining entitlements for LA Live in Los Angeles and a proposed National Football League stadium. Robert's prior litigation experience includes assisting clients in all aspects of discovery, mediation and settlement of antitrust, CEQA, zoning and land use claims. Robert has also served on several task forces, including assisting the City of Los Angeles in developing proposed revisions to its sign ordinance and cultural heritage ordinance.

Robert worked as a judicial extern for the Honorable Arthur Alarcon of the United States Court of Appeals for the Ninth Circuit and as a legal extern for the United States Department of Justice, Environmental and Natural Resources Division.

Robert received his Bachelor of Arts degree from Northwestern University in Political Science and Philosophy and received his Juris Doctor from UCLA School of Law.

### 3. COMPENSATION


We propose a blended rate of \$250 per hour.

We use the TimeSlips billing program which tallies and displays daily and weekly totals for each client. It provides us a means to monitor the amount of time being

devoted by lawyers in the firm to a client. We pride ourselves on our efficiency and resourcefulness. Occasionally, legal research projects pose unforeseen difficulties or there may be conflicts among courts that take an unusual amount of time to analyze and synthesize into sound legal advice. By regular communication and technology, we are able to avoid duplication of effort and most spinning-of-wheels. Our commitment is to collaborative and efficient law practice.

Professional references available upon request.

Thank you for the opportunity to submit this proposal.



Christi Hogin





**AGREEMENT FOR LEGAL SERVICES  
FOR THE CITY OF TORRANCE OVERSIGHT BOARD**

This Agreement for Legal Services ("Agreement") is made and entered into by and between the law firm of Jenkins & Hogin, LLP (hereinafter "the Firm") and the Oversight Board to the City of Torrance as Successor Agency to the Redevelopment Agency of the City of Torrance, a California public agency (hereinafter "Board"). This agreement is made and entered into as of May \_\_, 2012.

**RECITALS:**

A. Board desires to retain the Firm to serve as its General Counsel and to provide legal services in the discharge the duties of that position.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of General Counsel and to provide the legal services contemplated by this Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Scope of Services.

The Firm shall discharge the duties of General Counsel to the Board and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all services to the Board of the kind and nature typically provided by an in-house General Counsel's office, including litigation services, unless specifically excluded by this Agreement or otherwise determined by the Board. The legal services to be provided by the Firm shall be billed at the rates set forth in Exhibit "A" attached hereto or as otherwise agreed by the parties.

2. Designation of General Counsel.

Karl Berger is designated as General Counsel to the Board. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Mr. Berger in the performance of this Agreement and that the parties may agree to the designation of a different attorney as General Counsel without necessity of a formal amendment to this Agreement.

3. Billing Procedures and Monthly Statements.

3.1 Payment for all services rendered under this Agreement shall be made on or before the last day of each month for services rendered during the preceding month. The Firm shall submit to the Board, within 10 days after the end of each calendar month, a general statement of professional services provided.

3.2 The Firm will not bill the Board for routine copying, telephone, mileage, facsimile, word processing or electronic research within the Firm's current Westlaw Plan, which includes California statutes and cases and Ninth Circuit cases. The Firm will bill the Board, without any mark-up, actual expenses for out-of-contract electronic legal research, parking, filing fees, transcripts, delivery charges, extraordinary copying and similar out-of-pocket expenses. These items will be separately designated on the Firm's monthly statements as "disbursements" and will be billed in addition to the fees for professional services.

4. Term of the Agreement.

This Agreement shall commence as of May \_\_, 2012 and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof.

5. Resolution of Fee Disputes.

The Board is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that the Board chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, the Board agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

6. Termination of the Agreement.

The Board may terminate this Agreement, with or without cause, upon written notice to the Firm. The Firm may terminate this Agreement, with or without cause, on ninety (90) days written notice to the Board. In either event, the Board agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record. In the event of termination, the Firm will cooperate during the transition to provide services in an orderly and professional manner calculated to avoid disruption of legal services and to protect the Board from potential legal exposure. Notwithstanding the termination of the Firm's services, the Board will remain obligated to pay to the Firm all fees and costs incurred prior to termination.

7. Conflict of Interest.

The Firm represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any legal representation which is in conflict with the legal services to be provided to the Board under this Agreement. The Firm represents that no Board employee or official other than the members of the Firm has a material financial interest in the Firm. During the term of this Agreement and/or as a result of

being awarded this contract, the Firm shall not offer, encourage or accept any financial interest in the Firm=s business from any Board member or employee.

8. Files.

All legal files of the Firm pertaining to the Board shall be and remain the property of the Board. The Firm shall control the physical location of such legal files in a secure and accessible location during the term of this Agreement and be entitled to retain copies of such files, at the Firm=s expense, upon termination of this Agreement.

9. Modifications to the Agreement.

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the written approval of the parties. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the Board.

10. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. The Firm shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

11. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm and it shall not be assigned or delegated without the prior written consent of the Board. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest and where otherwise agreed to by the parties hereto.

12. Insurance.

12.1 The Firm shall obtain and maintain in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. Said insurance policy shall provide coverage to the Board for any damages or losses suffered by the Board as a result

of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by the Firm.

12.2 The Firm shall, if and as prescribed by law, obtain and maintain Workers' Compensation insurance in accordance with Section 3700 of the California Labor Code.

12.3 The Firm agrees to notify the Board in the event the limits of its insurance should fall below the coverage stated in this paragraph or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

### 13. Legal construction.

13.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

13.3 The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

13.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

### 14. Notices.

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO BOARD:**

Oversight Board to the City of Torrance  
 c/o Brian Sunshine  
 City Manager's Office  
 City of Torrance  
 3031 Torrance Boulevard  
 Torrance, CA 90503

**TO FIRM:**

Christi Hogin  
Jenkins & Hogin, LLP  
1230 Rosecrans Avenue Suite 110  
Manhattan Beach, CA 90266  
TEL (310) 643-8448  
Email: chogin@LocalGovLaw.com

15. Warranty of Authorized Signatures.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

16. Entire Agreement.

This Agreement, together with any written modification pursuant to Paragraph 9 above, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of either party relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

Dated: \_\_\_\_\_

OVERSIGHT BOARD TO THE CITY OF  
TORRANCE

By \_\_\_\_\_  
Stephen R. Maguin, Chair

Dated: \_\_\_\_\_

JENKINS & HOGIN, LLP  
A Limited Liability Partnership

By \_\_\_\_\_  
Christi Hogin

EXHIBIT "A"BILLING RATES

General legal services shall be provided at the rate of \$250 per hour. Time is billed in tenth-of-an-hour increments.

Litigation services performed under this Agreement shall be provided at the hourly rate of \$290 per hour for lawyers with more than 6 years experience, \$230 per hour for lawyers with 3 to 6 years of experience and \$195 for lawyers with less than 3 years experience.