AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF MONTEREY PARK

This Agreement is made and entered into by and between the law firm of Jenkins & Hogin, LLP (hereinafter "the Firm"), and the City of Monterey Park, the Community Redevelopment Agency, and the Housing Authority (hereinafter collectively "the City").

RECITALS:

A. The City desires to retain the Firm to discharge the duties of the office of City Attorney, Agency Counsel and Authority Counsel.

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 the office of City Attorney, Agency Counsel and Authority Counsel and to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

The Firm shall discharge the duties of the offices of City Attorney, Agency Counsel, and Authority Counsel of the City and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all services to the City of the kind and nature typically provided by an in-house City Attorney's office, including litigation services, unless specifically exempted by this Agreement. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates set forth therein or as otherwise agreed by the parties without the necessity of amending this Agreement.

2. Designation of City Attorney.

Mark Hensley is designated as City Attorney, Agency Counsel and Authority Counsel for the City. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Mr. Hensley in the performance of this Agreement.

3. Billing Procedures and Monthly Statements.

A. The Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an invoice for legal services provided. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date.

B. The Firm will bill the City for items such as, but not limited to, filing fees, extraordinary computerized legal research costs that is not covered by the Firm's monthly subscription services, overnight delivery and similar out-of-pocket expenditures. 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. Resolution of Fee Disputes.

The City 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 City chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, City 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.

5. Term of the Agreement.

This Agreement shall commence as of July 1, 2009 and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof.

6. Termination of the Agreement.

The City may terminate this Agreement, with or without cause, on thirty (30) days written notice to the Firm. The Firm may terminate, with or without cause, on ninety (90) days written notice to the City.

6.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Firm under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Firm shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Firm terminates this Agreement without cause, the Firm shall be paid only for those services completed in a manner satisfactory to the City.

6.2 If the Firm or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Firm or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Firm shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Firm shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

1. 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 the City under this Agreement.

The Firm represents that no City 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 by any City employee or official.

2. Files.

All legal files of the Firm pertaining to the City shall be and remain the property of City. The Firm shall be entitled to retain copies of such files, at the Firm's expense, upon termination of this Agreement.

3. 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 City.

4. 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.

5. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm and this Agreement, or any portion thereof, shall not be assigned without the prior written consent of the City or delegated without the written consent of the City. 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.

6. Insurance.

A. 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 $1,000,000 per occurrence and $1,000,000 aggregate. Said insurance policy shall provide coverage to the City for any damages or losses suffered by the City 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.

B. 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.

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

7. Legal construction.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

8. Attorneys' Fees.

The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

9. 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 CITY:
City Manager
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

TO FIRM:

Jenkins & Hogin, LLP
Manhattan Towers
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
Tel: (310) 643-8448
Fax: (310) 643-8441

10. 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.

17. Entire Agreement.

This Agreement, together with any written modification pursuant to Paragraph 8 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: 7/20/09

CITY OF MONTEREY PARK

By _____

ATTEST:

_____
CITY CLERK
(Seal)

Dated: 7/23/09

JENKINS & HOGIN, LLP
A Limited Liability Partnership

By _____
MICHAEL JENKINS

EXHIBIT "A"

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

A. The general legal services to be provided by the Firm to the City shall include, without limitation, the following:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to land use, CEQA, general municipal law issues, general and routine public employee relations issues, enforcement of the Municipal Code, potential tort liability, risk management, and legal issues which do not fall within the categories of special services listed below in Sections II, III and IV.

2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.

3. Review draft environmental impact reports and related environmental documents.

4. Prepare for and attend all regular meetings of the City Council and the Planning Commission.

5. Telephone consultations with Council Members and staff.

6. Coordination with and supervision of outside counsel.

B. The general legal services specified in paragraph A above shall be provided at the rate of $15,000 per month. This monthly rate shall be increased by the Consumer Price Index increase (based upon the CPI index increase for the twelve month period ending on May 31), if any, on July 1 of each year commencing on July 1, 2010. It is anticipated that the above services shall result in the Firm providing approximately 75 hours of service to the City on a monthly basis. In the event that over a six month period the average number of hours exceeds 85 hours per month, then the City Manager shall be authorized to adjust the $15,000 to a number that reflects a monthly charge of approximately $200 per hour for services rendered. The City Manager shall give immediate written notification of any such adjustment to the City Council.

II. LITIGATION AND SPECIAL SERVICES

A. Firm shall represent the City in litigation matters unless the litigation matter is covered by the City's insurer or the City assigns a litigation matter to other counsel.

B. The Firm shall provide special services that require extraordinary services beyond those contemplated by the general legal services described above when directed to do so by the City Manager. Examples of special services would be a complex development project that requires extensive attorney time, or an unusual matter of significant public concern that will involve extensive attorney time. The City Manager shall give immediate written notice to the Council of any authorization to perform legal services pursuant to this section.

C. The litigation and special services specified above shall be billed at the hourly rate of $210 per hour for first year attorneys, $220 per hour for second year attorneys, $230 per hour for third year attorneys, $245 per hour for fourth year attorneys, $260 per hour for fifth year attorneys, $275 per

hour for sixth year attorneys, and $290 for seventh year and above attorneys. These rates shall be increased by the CPI increase (based upon the CPI index increase for the twelve month period ending on May 31), if any, on July 1 of each year commencing on July 1, 2010.

III. COMMUNITY REDEVELOPMENT AND HOUSING AUTHORITY LEGAL SERVICES

The Firm shall bill the City at the rate of $250 per hour for such services. This rate shall be increased by the CPI index (based upon the CPI index increase for the twelve month period ending on May 31), if any, on July 1 of each year commencing on July 1, 2010.