

**LEGAL SERVICES AGREEMENT
FOR SPECIAL COUNSEL SERVICES
CITY OF WHITTIER**

1. IDENTIFICATION OF PARTIES AND RECITALS. This agreement, executed in duplicate with each party receiving an executed original, is made between JONES & MAYER, hereafter referred to as "Special Counsel," and CITY OF WHITTIER, hereafter referred to as "Client."
2. LEGAL SERVICES TO BE PROVIDED: The scope of legal services to be provided by Special Counsel to the Client are as follows: provide legal advice, guidance and representation of the Client for all Whittier Hills Oil Field Development and Mineral Extraction Program and related legal matters associated with the development, approval and operation of a mineral extraction program within the City of Whittier, including providing defense to any litigation arising out of such program or process of approval, including all litigation from the Open Space Legal Defense Fund.
3. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Special Counsel will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Special Counsel and keep Special Counsel reasonably informed of developments; as well as make timely payments required under this agreement.
4. ATTORNEY'S FEES. Clients will pay Special Counsel for attorney's fees for the legal services provided under this agreement at the following rates: Partners -\$375 per hour; Senior Associates -\$295 per hour; Associates \$225 per hour, and Law Clerks and Paralegals -\$125 per hour.

A one-time retroactive payment of \$29,710.00 for work done prior to the effective date of this agreement will be due within 30 days of both parties signing this agreement.

Special Counsel will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Special Counsel will charge for all activities undertaken in providing legal services to Client under this agreement, including, but not limited to, the following: conferences, meetings, court appearances, correspondence and legal documents (review and preparation), legal research and telephone consultations.

Client acknowledges that Special Counsel has made no promise about the total amount of attorney's fees to be incurred by Clients under this agreement.

5. COSTS. Client will pay all "costs" in connection with Special Counsel's

representation of Client under this agreement. Costs will be advanced by Special Counsel and then billed to Client. The anticipated costs for representation under this agreement include, but are not limited to, \$.45 cents per mile, round trip, to appear at any hearing or conference and messenger service fees. The hourly rate includes photocopying expenses (under 500 pages) and long-distance telephone charges.

6. REPRESENTATION OF ADVERSE INTERESTS. Client is informed that the Rules of Professional Conduct of the State Bar of California require the client's informed written consent before an attorney may begin or continue to represent the client when the attorney has had a relationship with another party interested in the subject matter of the attorney's proposed representation of the client. Client and Special Counsel are aware of any potential conflicts and have discussed them in detail.
7. DISCHARGE OF ATTORNEY. Client may discharge Special Counsel, pursuant to state law, by written notice effective when received by Special Counsel. Notwithstanding the discharge, Client will be obligated to pay Special Counsel its last statement within thirty (30) days as set forth under the terms of this agreement.
8. STATEMENTS AND PAYMENTS. Special Counsel will send Client monthly statements indicating attorney fees and costs incurred and their basis, any amount applied for deposits, and any current balance owed. If no attorney fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full with thirty (30) days after the statement is mailed and within thirty (30) days after final statement is submitted due to discharge of Special Counsel.
9. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties. NO other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
10. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
11. MODIFICATION BY SUBSEQUENT AGREEMENT. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.
12. ARBITRATION OF FEE DISPUTE. If a dispute arises between Special Counsel and Client regarding attorney's fees under this agreement and Special Counsel filed suit in any other court other than small claims court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event Special Counsel must submit the matter to such arbitration.
13. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The

prevailing party in any action or proceeding to enforce any provision of his agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

14. CONSULTATION WITH INDEPENDENT COUNSEL. The parties hereby acknowledge that they have read and understand the foregoing, that they have had the opportunity to consult with independent counsel, and that they agree to the representation on the terms set forth in this Retainer Agreement.
15. AUTHORITY. The individuals executing this Agreement and the instruments referenced in it on behalf of Special Counsel and Client represent and warrant that they have the legal power, right and actual authority to bind the parties to the terms and conditions of this Agreement.
16. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

Special Counsel:
Jones & Mayer
3777 N. Harbor Boulevard
Fullerton, California 92835

Client Contact:
Stephen W. Helvey
City Manager
City of Whittier
13230 Penn Street
Whittier, CA 90602

17. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement will be November 01, 2011.

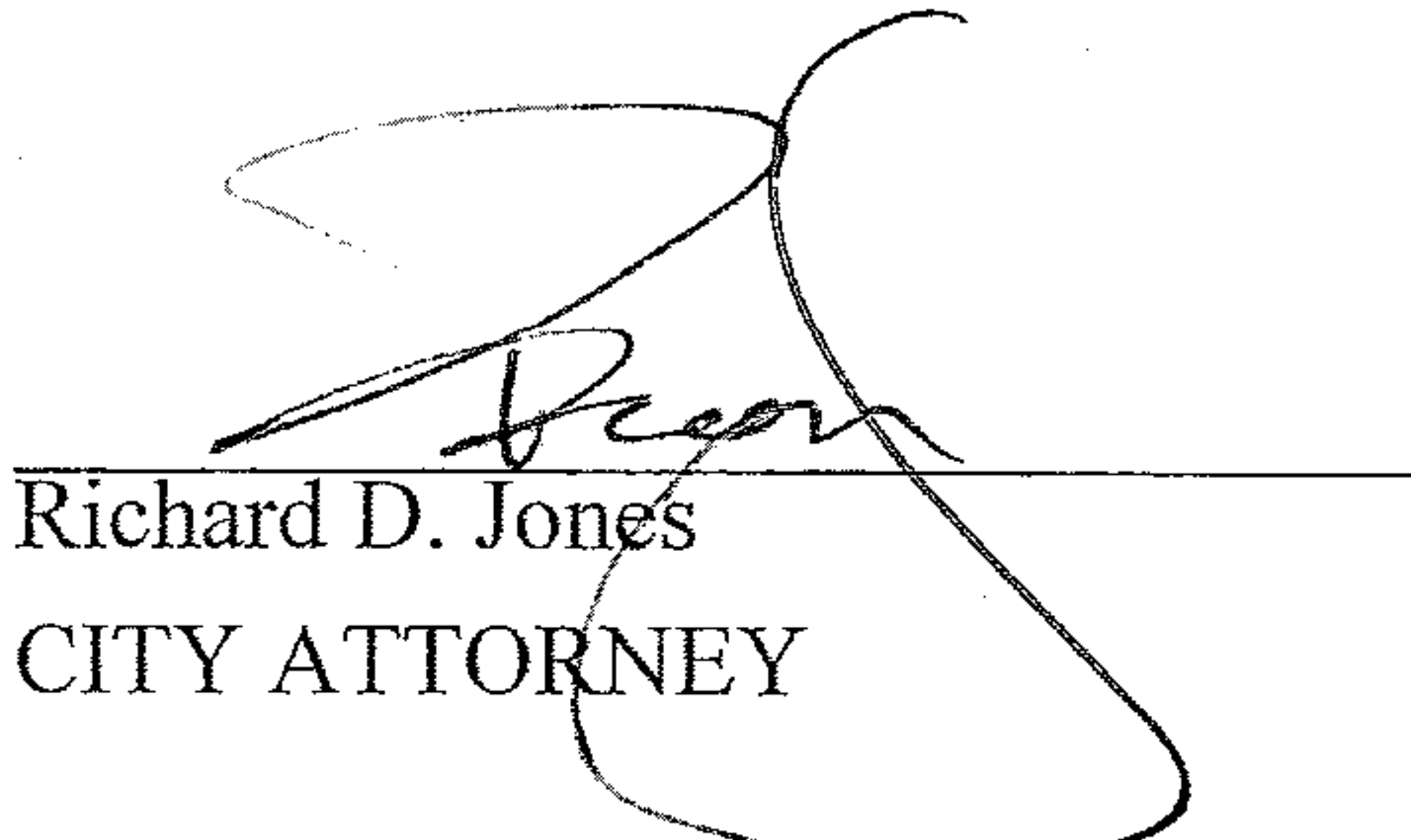
CITY OF WHITTIER



Stephen W. Helvey
CITY MANAGER

DATE: 12-14-11

JONES & MAYER



Richard D. Jones
CITY ATTORNEY

DATE: 12/15/11

ATTEST:



Kathryn A. Marshall
CITY CLERK

12-15-11

J & M
JONES & MAYER

ATTORNEYS AT LAW

3777 NORTH HARBOR BOULEVARD • FULLERTON, CALIFORNIA 92835
(714) 446-1400 • (562) 697-1751 • FAX (714) 446-1448

Richard D. Jones*
Partners
Martin J. Mayer
Kimberly Hall Barlow
James R. Touchstone

Richard L. Adams II
Jamaar Boyd-Weatherby
Baron J. Bettenhausen
Christian L. Bettenhausen
Paul R. Coble

Michael Q. Do
Thomas P. Duarte
Elena Q. Gerli
Katherine M. Hardy
Krista MacNevin Jee
Ryan R. Jones

Robert Khuu
Gary S. Kranker
Richard A. McFarlane
Christopher F. Neumeyer
Kathya M. Oliva

Gregory P. Palmer
Danny L. Peelman
Harold W. Potter
Denise L. Rocawich
Ivy M. Tsai

*a Professional Law Corporation

Of Counsel
Michael R. Capizzi
Dean J. Pucci
Steven N. Skolnik

Consultant
Mervin D. Feinstein

Date: December 7, 2011
To: Steve Helvey, City Manager
From: Richard D. Jones, City Attorney
Subject: Special Counsel Legal Services Agreement - MATRIX

RECEIVED
DEC 07 2011
City Manager's Office

Enclosed Please Find: Two signed copies of the Agreement for Special Counsel Services to the City of Whittier re: MATRIX OIL CO. Please review, sign, and return one original to our office.

- | | | | |
|-------------------------------------|---------------------------------|--------------------------|--|
| <input type="checkbox"/> | Please review and call me | <input type="checkbox"/> | Please telephone me |
| <input type="checkbox"/> | For your information | <input type="checkbox"/> | Please read and advise me how to reply |
| <input type="checkbox"/> | In accordance with your request | <input type="checkbox"/> | Please acknowledge receipt |
| <input type="checkbox"/> | Please comment | <input type="checkbox"/> | For your files |
| <input checked="" type="checkbox"/> | Please sign | <input type="checkbox"/> | Please file and return conformed copy |
| <input checked="" type="checkbox"/> | Please return to me | <input type="checkbox"/> | |

CONTRACT EXECUTION REQUEST

CITY X AGENCY _____ UTILITY _____ DATE SUBMITTED
TO CCT 12-14-11

NEW AGREEMENT X AMENDMENT _____ (AGREEMENT NO.) _____

COUNCIL/AGENCY/UTILITY APPROVAL DATE (if applicable) 12-13-11

CONTRACTOR/CONSULTANT Jones & Mayer

DESCRIPTION OF SERVICE Special Counsel Legal Services – Whittier Hills Oil Field
Development and Mineral Extraction Project.

COMMENCEMENT DATE 11-01-11 ONGOING X

EXPIRATION DATE _____ UPON COMPLETION
(Approximate Date) _____

INSURANCE CERTIFICATE(S) ATTACHED:
YES _____ NO, NOT REQUIRED PER CITY ATTORNEY _____

DEPARTMENT CONTACT PERSON Jeff Collier

BUSINESS LICENSE (if applicable) _____

7th ADDENDUM TO AGREEMENT NO. 91-182

This is an addendum to Agreement No. 91-182 amending the payment total for the City Attorney as stated in Item 4, Section A. Basic Services as follows:

A. Basic Services

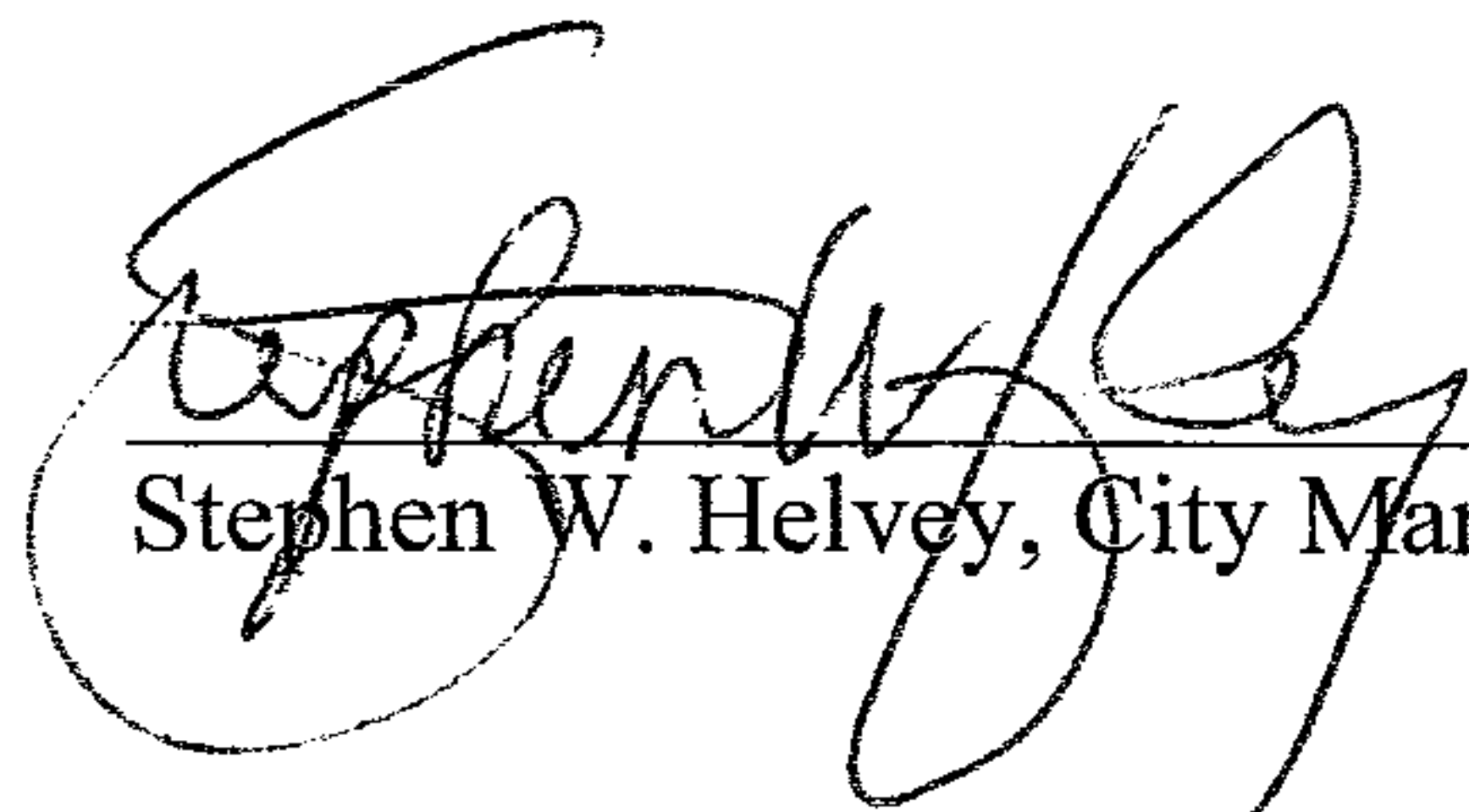
As full compensation for all services as defined in Section 2 of this Agreement, the city shall be billed the hourly rate of \$175.00 per hour for all services provided.

Fees associated with litigation shall be billed separately and at the rate of \$175.00 per hour.

This Agreement shall be effective July 1, 2007.

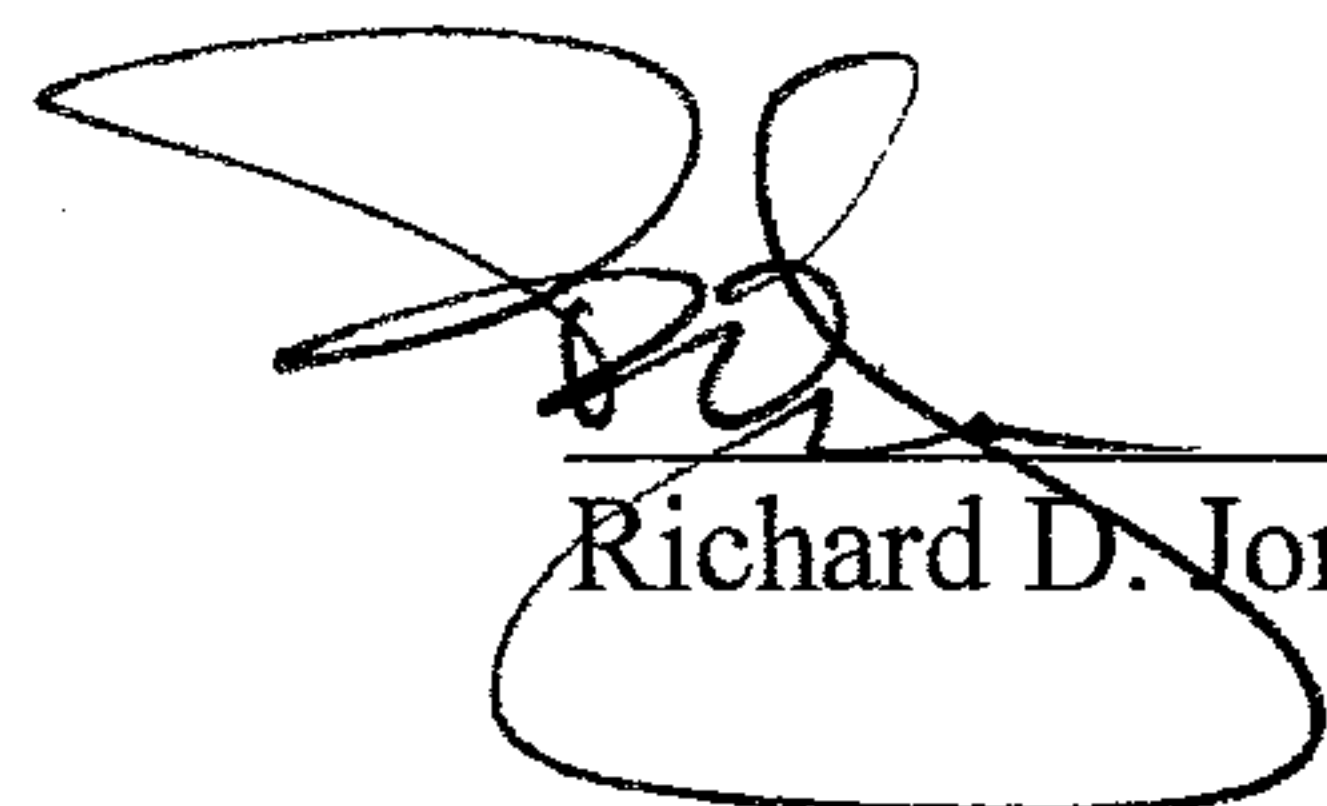
CITY OF WHITTIER

Date: 7/2/07


Stephen W. Helvey, City Manager

JONES & MAYER

Date: 6/27/07


Richard D. Jones, City Attorney

ATTEST:


Kathryn A. Marshall, City Clerk

6th ADDENDUM TO AGREEMENT NO. 91-182

This is an addendum to Agreement No. 91-182 amending the payment total for the City Attorney as stated in Item 4, Section A. Basic Services as follows:

A. Basic Services

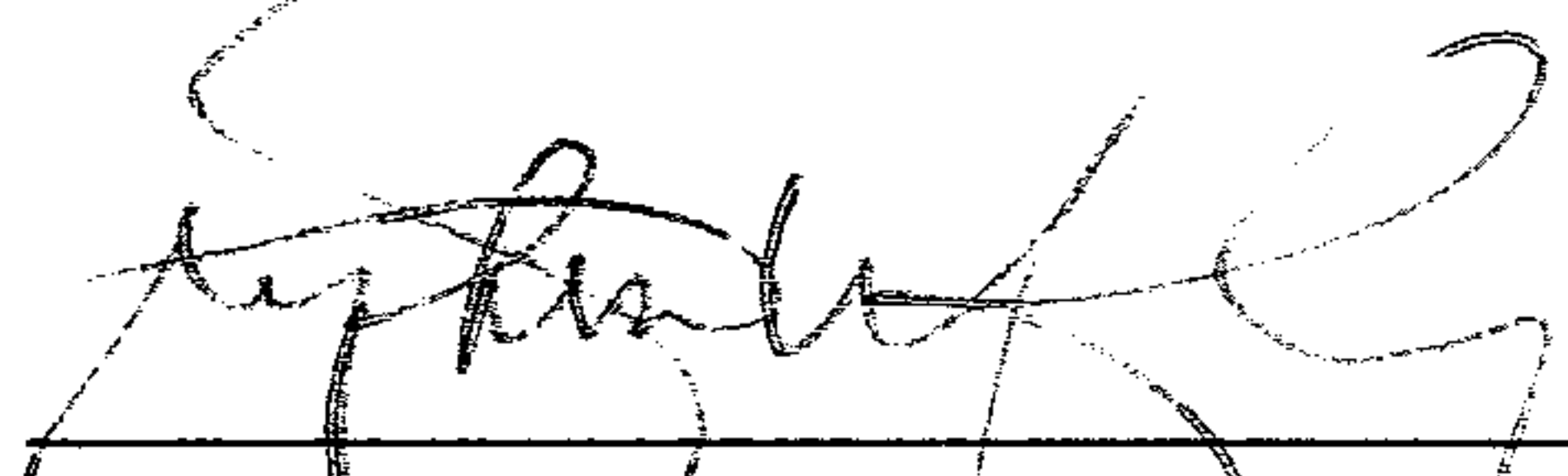
As full compensation for all services as defined in Section 2 of this Agreement, the city shall be billed the hourly rate of \$165.00 per hour, for all services provided.

Fees associated with litigation shall be billed separately and at the rate of \$165.00 per hour.

This Agreement shall be effective July 1, 2006.

CITY OF WHITTIER


Dated: 6-30-06



Stephen W. Helvey, City Manager


JONES & MAYER

Dated: 6/6/06



Richard D. Jones, City Attorney

ATTEST:



for Kathryn A. Marshall, City Clerk

5th ADDENDUM TO AGREEMENT NO. 91-182

This is an addendum to Agreement No. 91-182 amending the payment total for the City Attorney as stated in Item 4, Section A. Basic Services as follows:

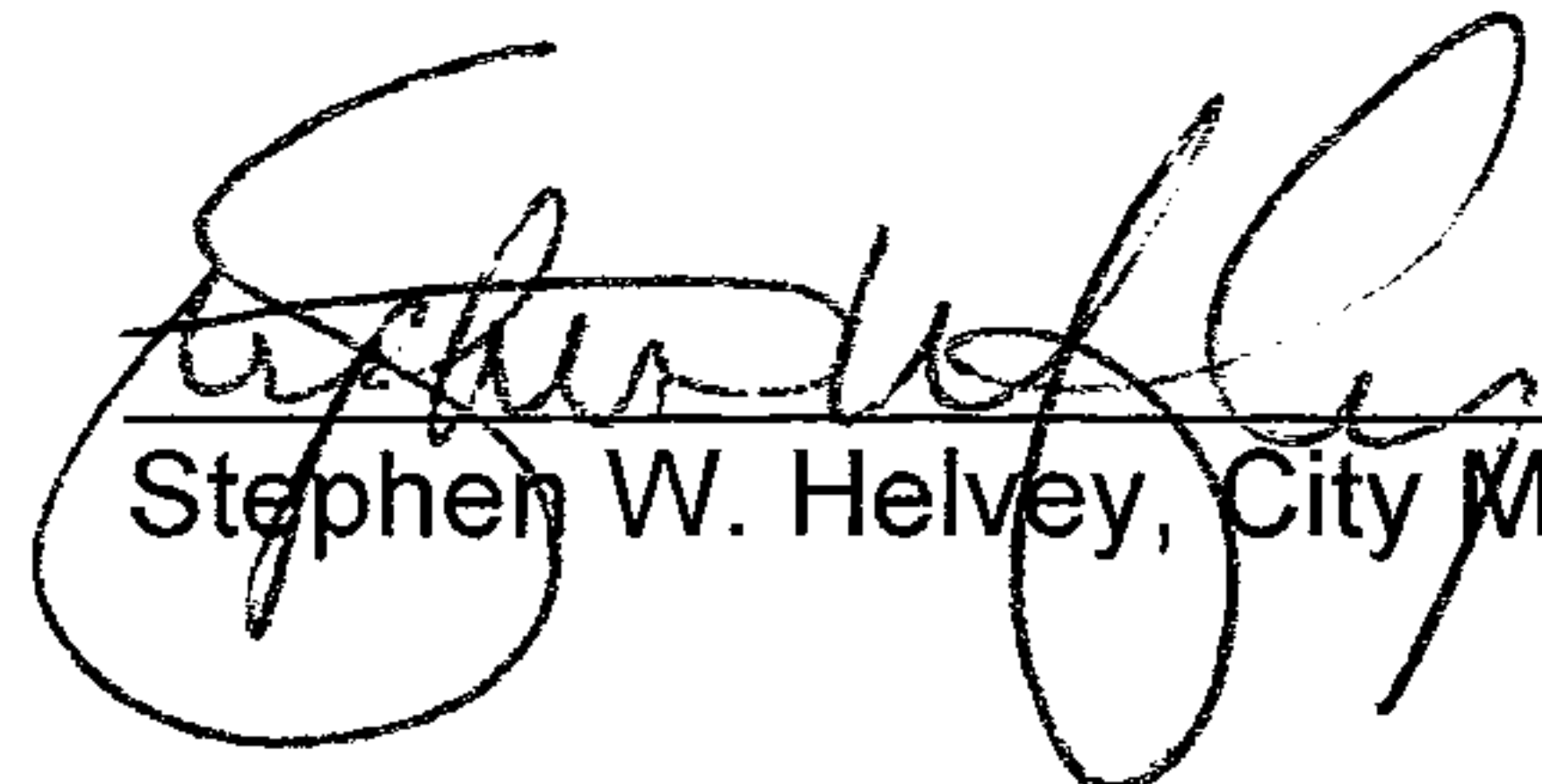
A. Basic Services

As full compensation for all services as defined in Section 2 of this Agreement, the City shall be billed the hourly rate of \$145.00 per hour, not to exceed \$264,000. Any retainer rate is hereby eliminated and all hours for the City will be billed at the hourly rate. There will no longer be a separate retainer paid by the City of Whittier at a modified hourly rate.

Fees associated with litigation shall be billed separately and at the rate of \$145.00 per hour.

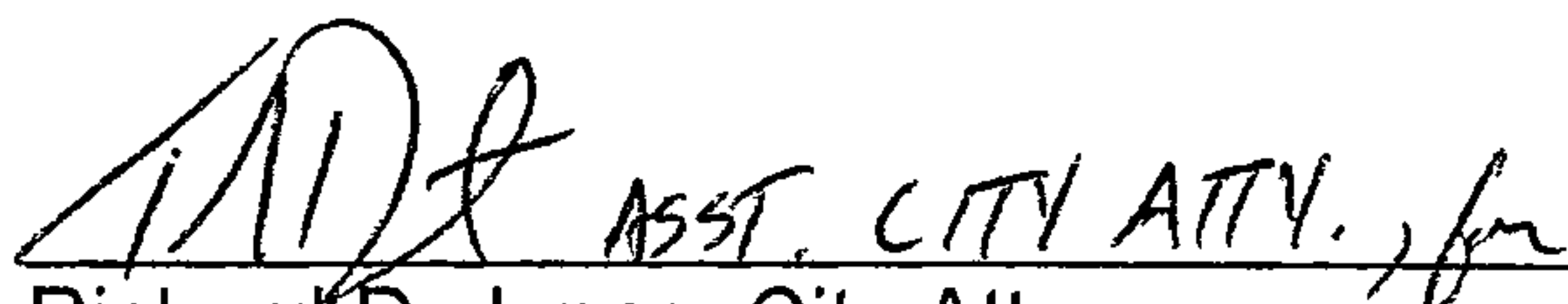
This Agreement shall be effective July 1, 2004.

CITY OF WHITTIER

Dated: 7-19-04


Stephen W. Helvey, City Manager

JONES & MAYER

Dated: 07/21/04


Richard D. Jones, City Attorney

ATTEST:



Kathryn A. Marshall, City Clerk

4th ADDENDUM TO AGREEMENT NO. 91-182

This is an addendum to Agreement No. 91-182 amending the hourly rate for the City Attorney as stated in Item 4, Section A. Basic Services as follows:

A. Basic Services

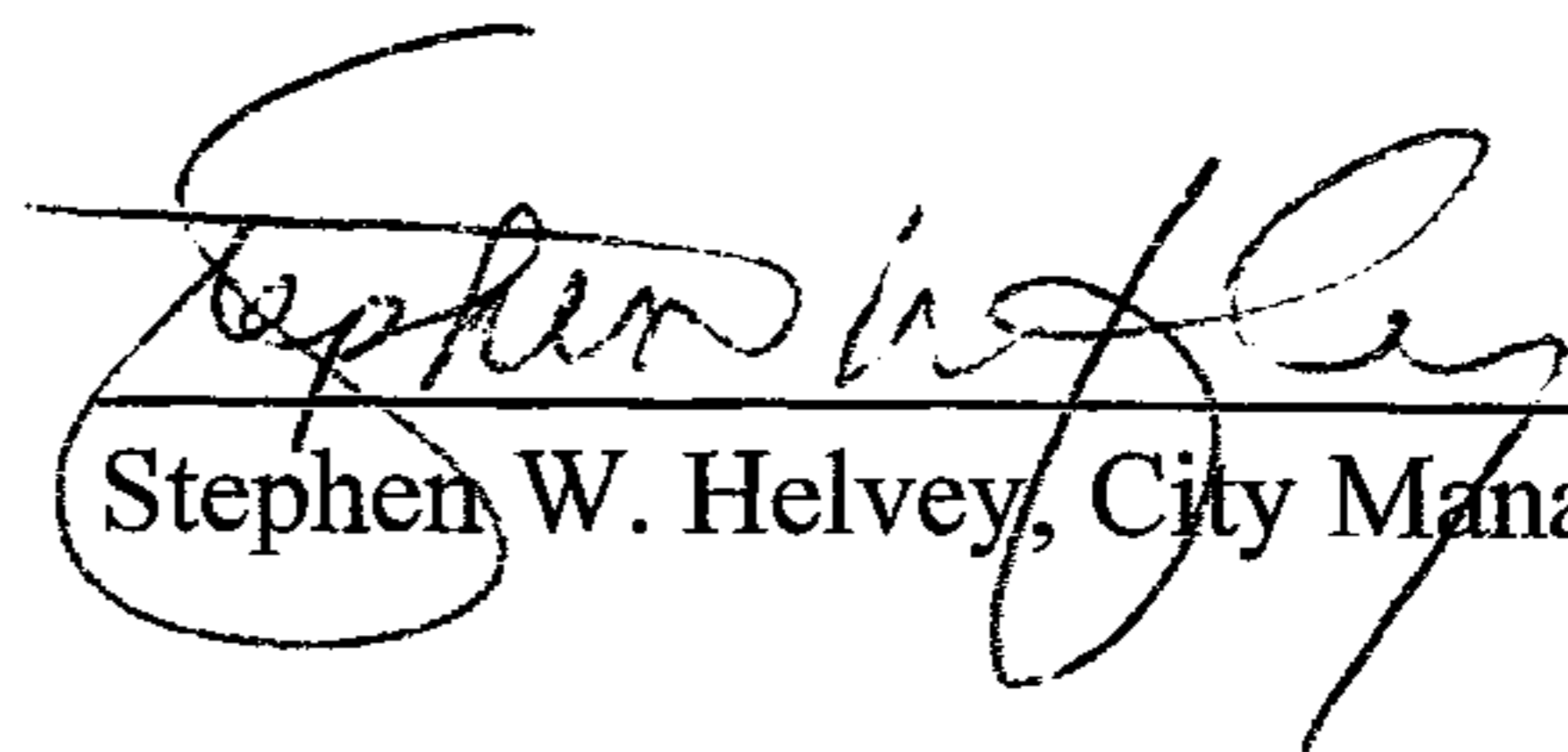
As full compensation for all services as defined in Section 2 of this Agreement, the City shall be billed the hourly rate of \$145.00 per hour. Any retainer rate is hereby eliminated and all hours for the City will be billed at our hourly rate. There will no longer be a separate retainer paid by the City of Whittier at a modified hourly rate.

Fees associated with litigation shall be billed separately and at the rate of \$145.00 per hour.

This Agreement shall be effective July 1, 2003.

CITY OF WHITTIER

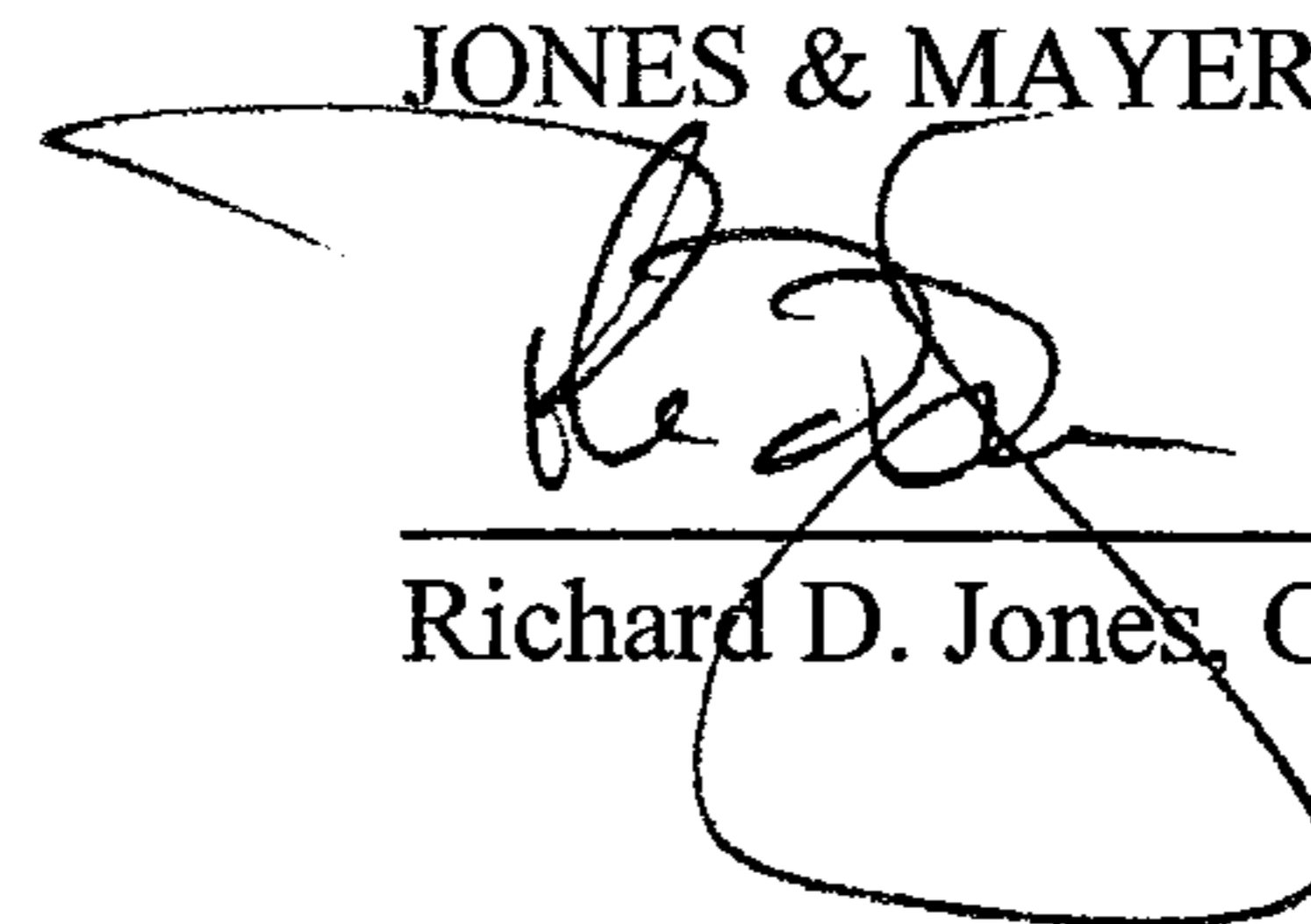
Dated: 6-25-03



Stephen W. Helvey, City Manager

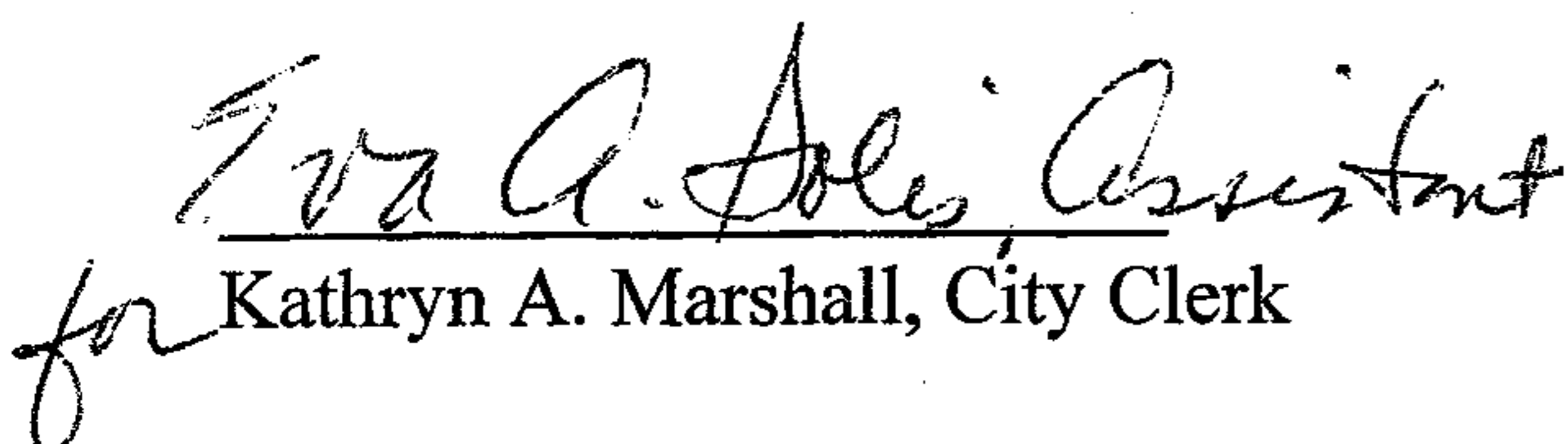
JONES & MAYER

Dated: 6.24.03



Richard D. Jones, City Attorney

ATTEST:


for Kathryn A. Marshall, City Clerk

3RD ADDENDUM TO AGREEMENT NO. 91-182

This is an addendum to Agreement No. 91-182 amending the hourly rate for the City Attorney as stated in Item 4, Section A. Basic Services as follows:

A. Basic Services

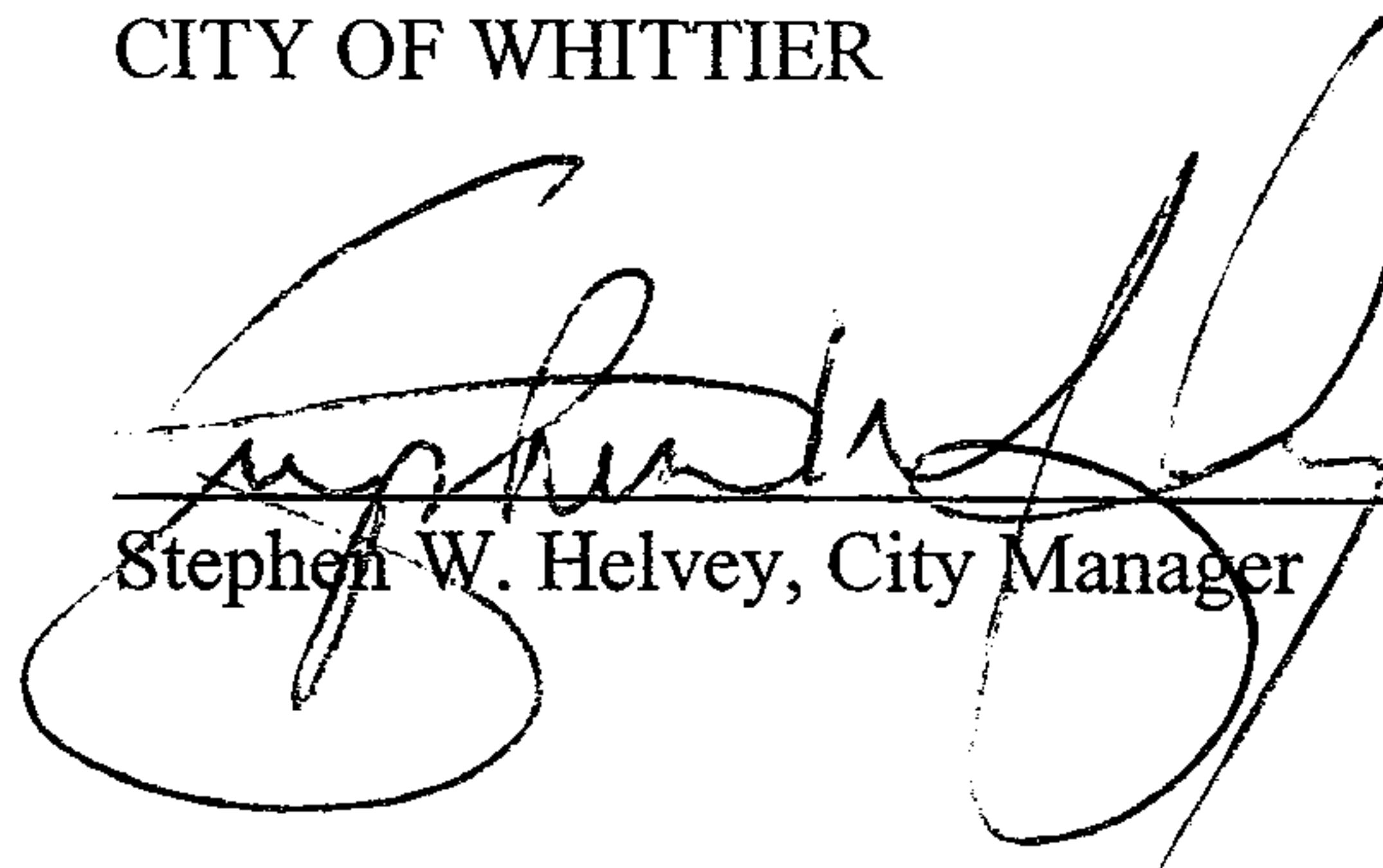
As full compensation for all services as defined in Section 2 of this Agreement, City shall pay a monthly retainer in the amount of \$4,703.00 per month, due and payable on the first of each month. Monthly retainer covers all legal services, except as in hereafter described up to 40 hours per month, which shall run from the first to the last day of each month. All legal services provided by Contract City Attorney, in excess of 40 hours per month, shall be billed to the City at the hourly rate of \$145.00 per hour.

Fees associated with litigation shall be billed separately and at the rate of \$145.00 per hour.

This Agreement shall be effective July 1, 2001.

Dated: 6-19-01

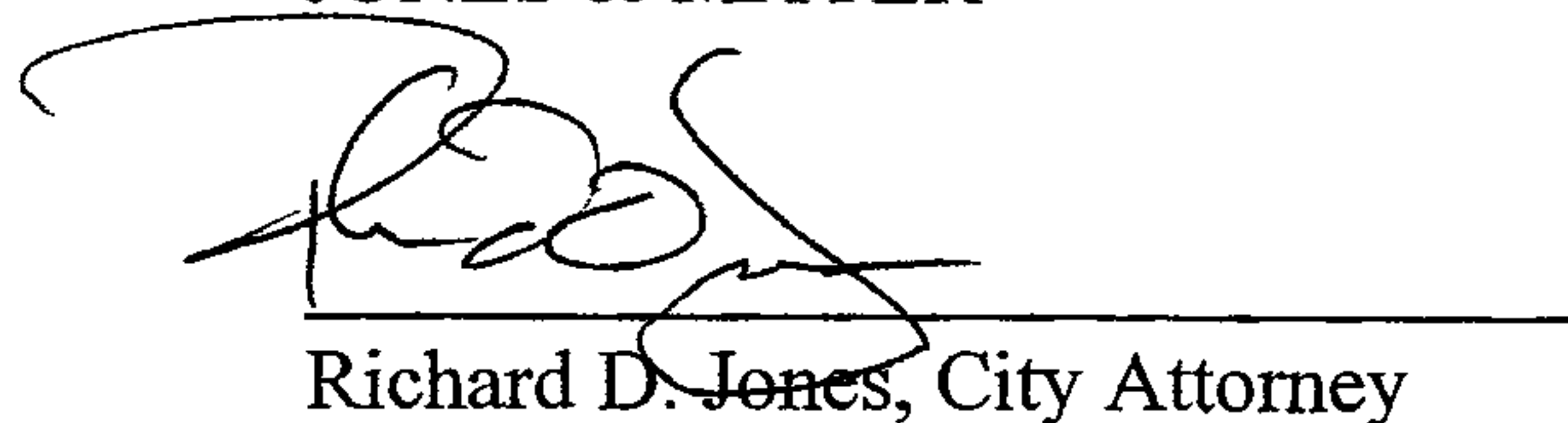
CITY OF WHITTIER



Stephen W. Helvey, City Manager

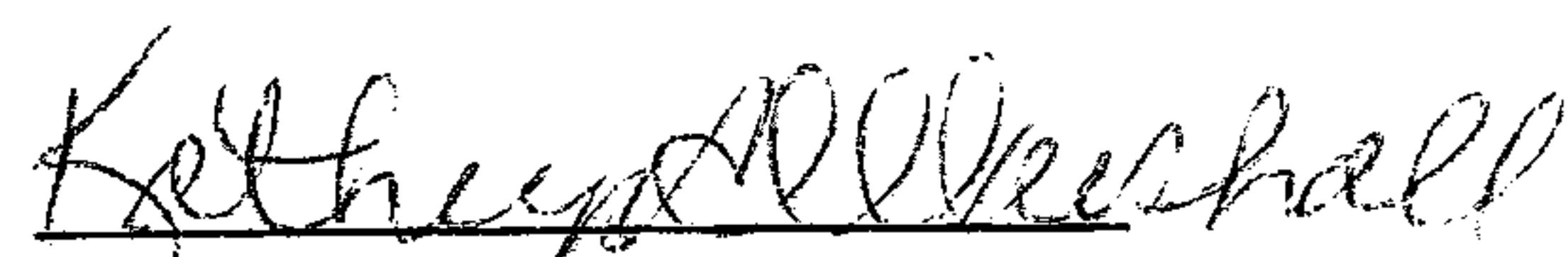
Dated: 5-24-01

JONES & MAYER



Richard D. Jones, City Attorney

ATTEST:



Kathryn A. Marshall, City Clerk

2ND ADDENDUM TO AGREEMENT NO. A91-182

This is an addendum to Agreement No. A91-182 amending the hourly rate for the City Attorney as stated in Item 4. Payment, Section A. Basic Services as follows:

A. Basic Services

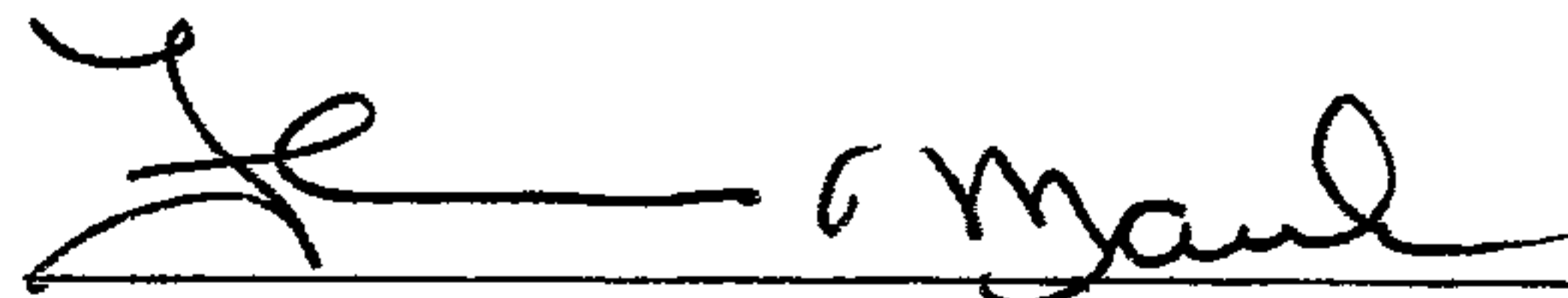
As full compensation for all services as defined in Section 2 of this Agreement, City shall pay a monthly retainer in the amount of \$4,703.00 per month, due and payable on the first day of each month. Monthly retainer covers all legal services, except as in hereafter described up to 40 hours per month, which shall run from the first to the last day of each month. All legal services provided by Contract City Attorney, in excess of 40 hours per month, shall be billed to the City at the hourly rate of \$136.50 per hour.

Fees associated with litigation shall be billed separately and at the rate of \$136.50 per hour.

This Agreement shall be effective July 1, 1998.

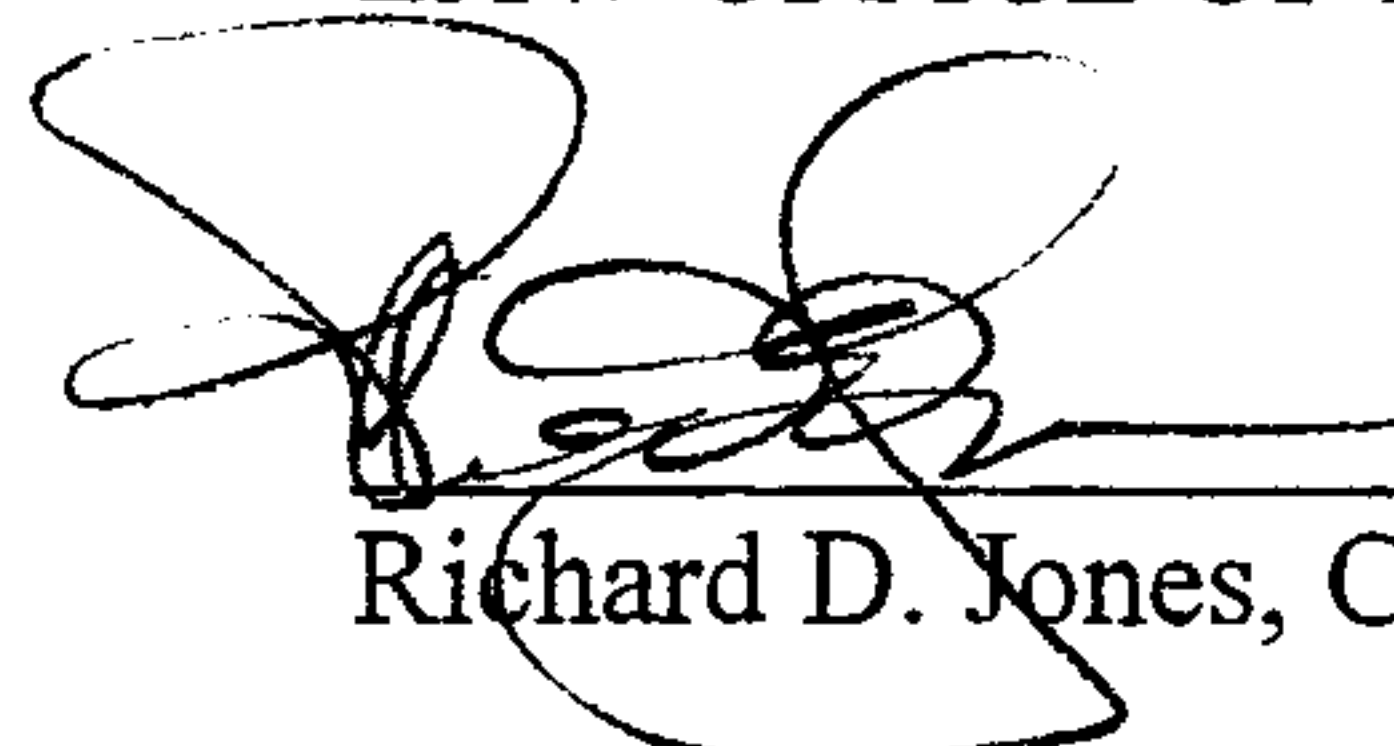
CITY OF WHITTIER

Dated: 7.1.98

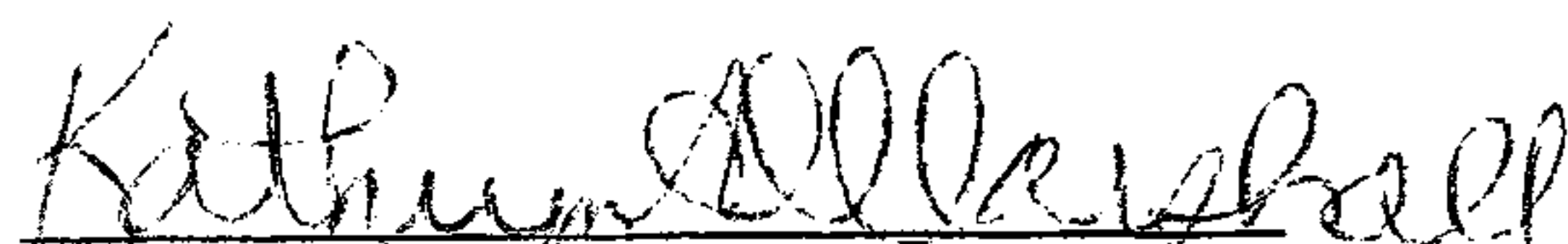

Thomas G. Mauk, City Manager

LAW OFFICE OF RICHARD D. JONES

Dated: 6/26/98


Richard D. Jones, City Attorney

ATTEST:


Kathryn A. Marshall, City Clerk

ADDENDUM TO AGREEMENT NO. A91-182

This is an addendum to Agreement No. A91-182 amending the hourly rate for the City Attorney as stated in Item 4. Payment, Section A. Basic Services as follows:


A. Basic Services

As full compensation for all services as defined in Section 2 of this Agreement, City shall pay a monthly retainer in the amount of \$4,315 per month, due and payable on the first day of each month. Monthly retainer covers all legal services, except as in hereafter described up to 40 hours per month, which shall run from the first to the last day of each month. All legal services provided by Contract City Attorney, in excess of 40 hours per month, shall be billed to the City at the hourly rate of \$136.50 per hour.

Fees associated with litigation shall be billed separately and at the rate of \$136.50 per hour.

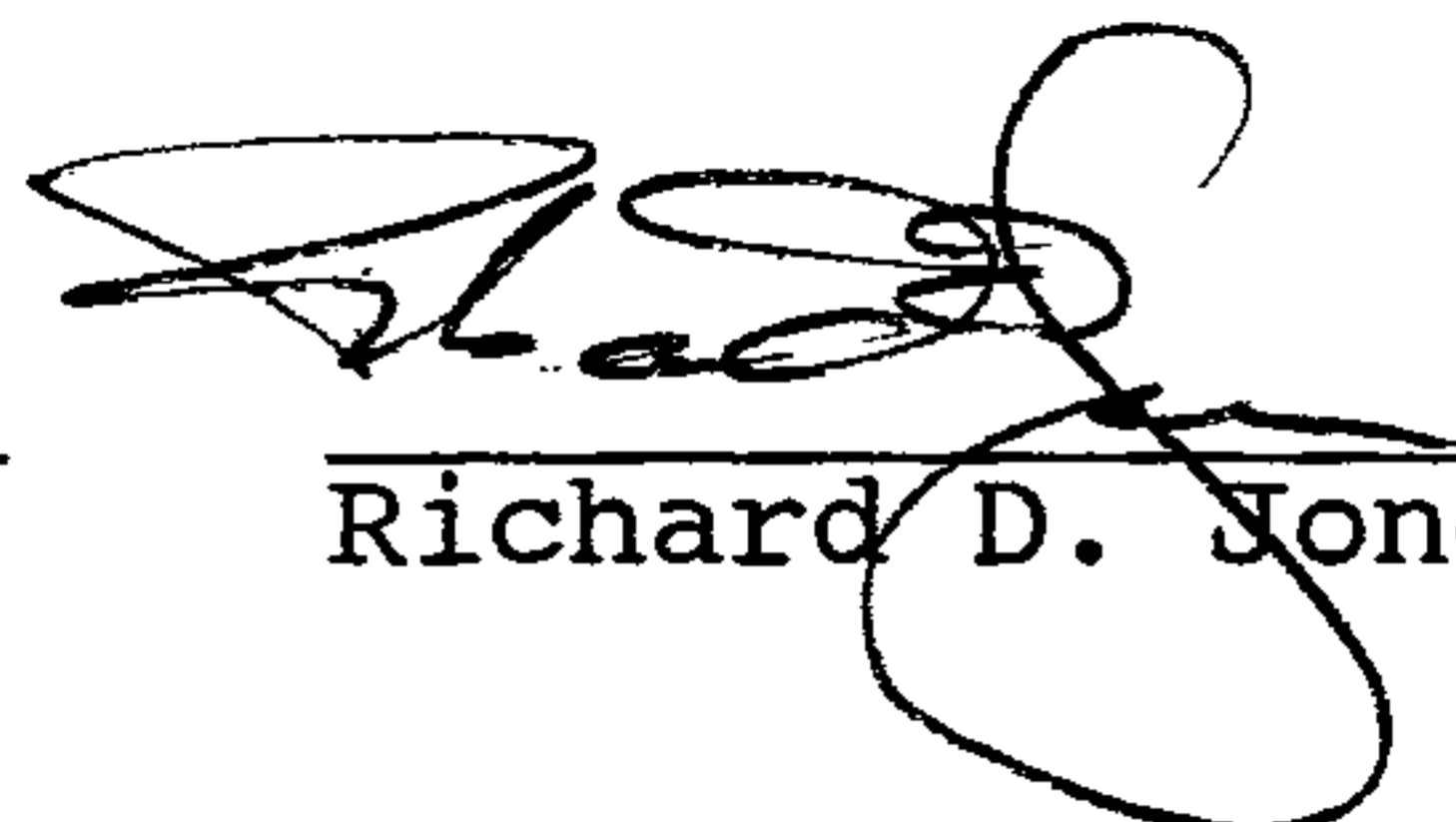
CITY OF WHITTIER

Dated: 6-18-96


Thomas G. Mauk, City Manager

LAW OFFICES OF RICHARD D. JONES

Dated: 6-17-96


Richard D. Jones, City Attorney

ATTEST:


Kathryn A. Marshall, City Clerk

ADDENDUM TO AGREEMENT NO. A91-182

This is an addendum to Agreement No. A91-182 amending the hourly rate for the City Attorney as stated in Item 4. Payment, Section A. Basic Services as follows:

A. Basic Services

As full compensation for all services as defined in Section 2 of this Agreement, City shall pay a monthly retainer in the amount of \$4,000 per month, due and payable on the first day of each month. Monthly retainer covers all legal services, except as in hereafter described up to 40 hours per month, which shall run from the first to the last day of each month. All legal services provided by Contract City Attorney, in excess of 40 hours per month, shall be billed to the City at the hourly rate of **\$136.50** per hour, all Associate Attorney services provided by the Contract City Attorney's Office shall be billed at the rate of **\$105** per hour.

Fees associated with litigation shall be billed separately and at the rate of **\$136.50** per hour.

CITY OF WHITTIER

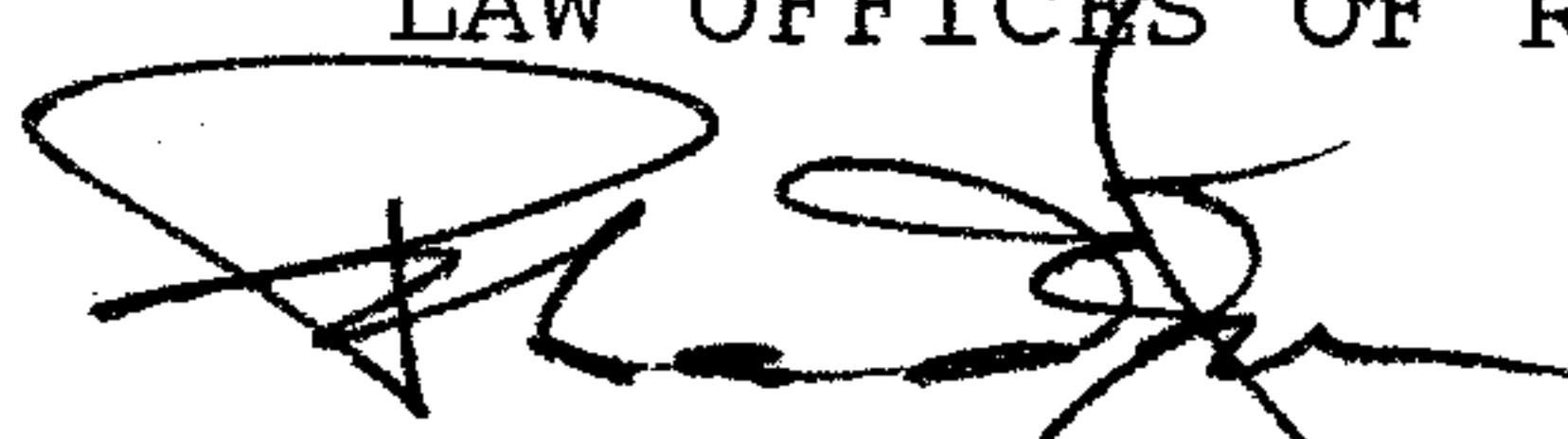
Dated: 7-20-94



Thomas G. Mauk, City Manager


LAW OFFICES OF RICHARD D. JONES

Dated: 7-20-94



Richard D. Jones, City Attorney

ATTEST:


Gertrude L. Hill, City Clerk

A G R E E M E N T

This Agreement is made and entered into this 25th day of June, 1991, by and between the LAW OFFICES OF RICHARD D. JONES, with a principal place of business at 3 Pointe Drive, Olen Pointe Building, Suite 120, Brea, CA 92621, hereinafter referred to as "Attorney," and the CITY OF WHITTIER, A Municipal Corporation of the State of California, hereinafter referred to as "City."

W I T N E S S E T H

The parties hereto do agree as follows:

WHEREAS, the City desires to contract with Attorney to provide contract legal services to City; and

WHEREAS, Attorney herein selected is in the general practice of law with extensive municipal experience and is fully able to carry out the duties involved herein;

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, it is agreed as follows:

Recitals. This Agreement is made and entered into with respect to the following facts:

1. APPOINTMENT OF CONTRACT CITY ATTORNEY

RICHARD D. JONES hereby is appointed Contract City Attorney of the City of Whittier and shall serve and be compensated as provided by this Agreement. The City Attorney and any other Attorney of the firm of Richard D. Jones assigned to approved City business shall, at all times hereunder and at their sole cost and expense, be fully qualified and licensed to practice law in the State of California and before all appropriate Federal courts and other bodies and tribunals.

2. SCOPE OF WORK

Attorney agrees to perform all necessary legal services of that office, including, but not limited to, the following legal services hereunder, and shall include provision of a Contract City Attorney and all such other personnel as shall be necessary to perform all services under this Agreement, as follows:

- A. Attend all regularly scheduled City Council action meetings.
- B. Provide legal services on site at City Hall 4 hours per week or as mutually agreed.
- C. Attend other occasional meetings at City Hall as required by the Mayor or City Manager.
- D. Advise City's City Council, appointed Commissions and Boards, City staff, and other City officials on all legal matters pertaining to City business.
- E. Prepare, review and approve as to form, contracts, agreements, resolutions, ordinances and all other standard City documents.
- F. Prepare such written and oral legal opinions as shall, from time to time, be requested by the City.
- G. Perform such other routine legal services as are required from time to time by the Mayor or City Manager.
- H. Represent City in litigation and administrative proceedings as directed by City's City Manager.

3. COORDINATION AND ORGANIZATION

RICHARD D. JONES shall be Contract City Attorney and partner-in-charge under this Agreement. The partner-in-charge will process, coordinate and direct as necessary all legal services hereunder in order to maximize the timeliness and usefulness of the delivery of such services. The partner-in-charge shall be available, at all reasonable times, to the Mayor and City Council, the City Manager and persons designated by him, in relationship to all legal services to be furnished by Attorney hereunder. The partner-in-charge shall also direct and coordinate all internal activities to the end that output from Attorney to City shall be fully competent, consistent and timely.

4. PAYMENT

The Contract City Attorney shall be compensated under the terms of this Agreement as follows:

A. Basic Services

As full compensation for all services as defined in Section 2 of this Agreement, City shall pay a monthly retainer in the amount of \$4,000 per month, due and payable on the first day of each month. Monthly retainer covers all legal services, except as in hereafter described up to 40 hours per month, which shall run from the first to the last day of each month. All legal services provided by Contract City Attorney, in excess of 40 hours per month, shall be billed to the City at the hourly rate of \$130 per hour, and all Associate Attorney services provided by the Contract City Attorney's Office shall be billed at the rate of \$100 per hour.

Fees associated with litigation shall be billed separately and at the rate of \$130 per hour.

B. Expenses

Attorney shall also be reimbursed for direct out-of-pocket expenses actually and necessarily incurred in the course of providing legal services hereunder in preparation for prosecution or defense of litigation or special matters: Court costs, jury fees, witness fees, reporters' fees, title reports, photographs, diagrams and maps.

C. Monthly Statements

It is understood that Attorney shall submit statements of all payments due hereunder on a monthly basis. Said statements shall be submitted to the City Manager.

D. Payment

The retainer shall be paid the first day of each month and any hours in excess of retainer shall be billed on the 15th day of each month after the close of the month and shall then be due and payable after review by City Manager.

5. EFFECTIVE DATE AND TERM

The term of this Agreement shall begin effective the date first inscribed in this Agreement and when executed by both parties thereto. City and Attorney shall mutually review the adequacy and fairness of compensation provided hereunder and may make such revisions as they may mutually deem desirable, including, but not limited to, consideration of retainer arrangements for legal services other than litigation or administrative hearings.

6. TERMINATION

Notwithstanding any other provisions of this Agreement, City reserves the right to terminate this Agreement upon thirty (30) days' written notice from City Council to Contract City Attorney and all further obligations to pay Attorney for services rendered hereunder shall thereupon cease, except that City shall be obliged to pay for all costs and expenditures lawfully incurred by Attorney prior to the effective date of such termination. It is further agreed that Attorney reserves the right to terminate this Agreement by giving thirty (30) days' written notice to City. In the event of termination of this Agreement by either party, Attorney will cooperate with the City in transferring the files and assignments to the City Clerk for file, in the interim of hiring another City Attorney and will be compensated at the hourly rates set forth in Section 4.A of this Agreement, should Attorney be called upon to perform any services after the effective date of termination, including the transfer of files and assignments.

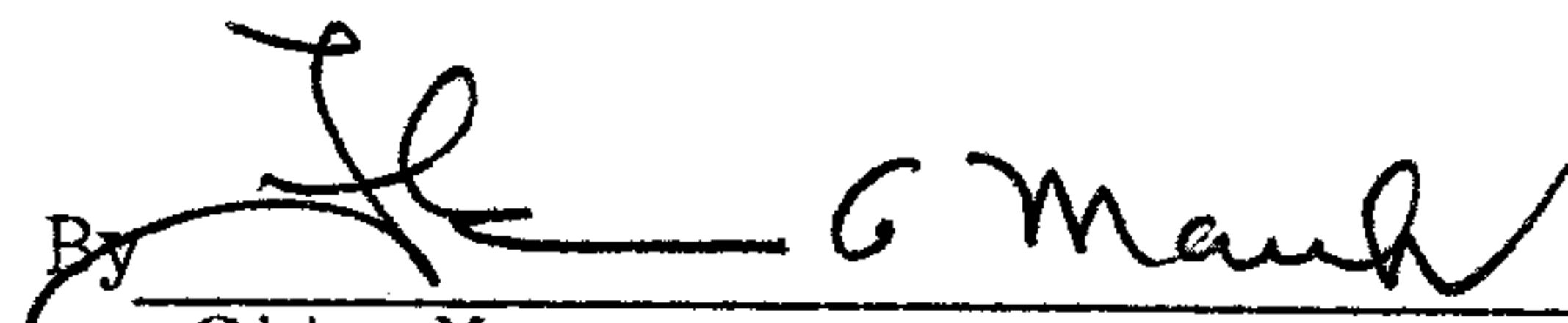
7. ASSIGNMENT OF AGREEMENT

Attorney shall not, under any circumstances, assign or transfer its interest, duties, responsibilities or obligations under this Agreement, and if any such transfer or assignment is made or attempted, all liability and responsibility of City hereunder shall cease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

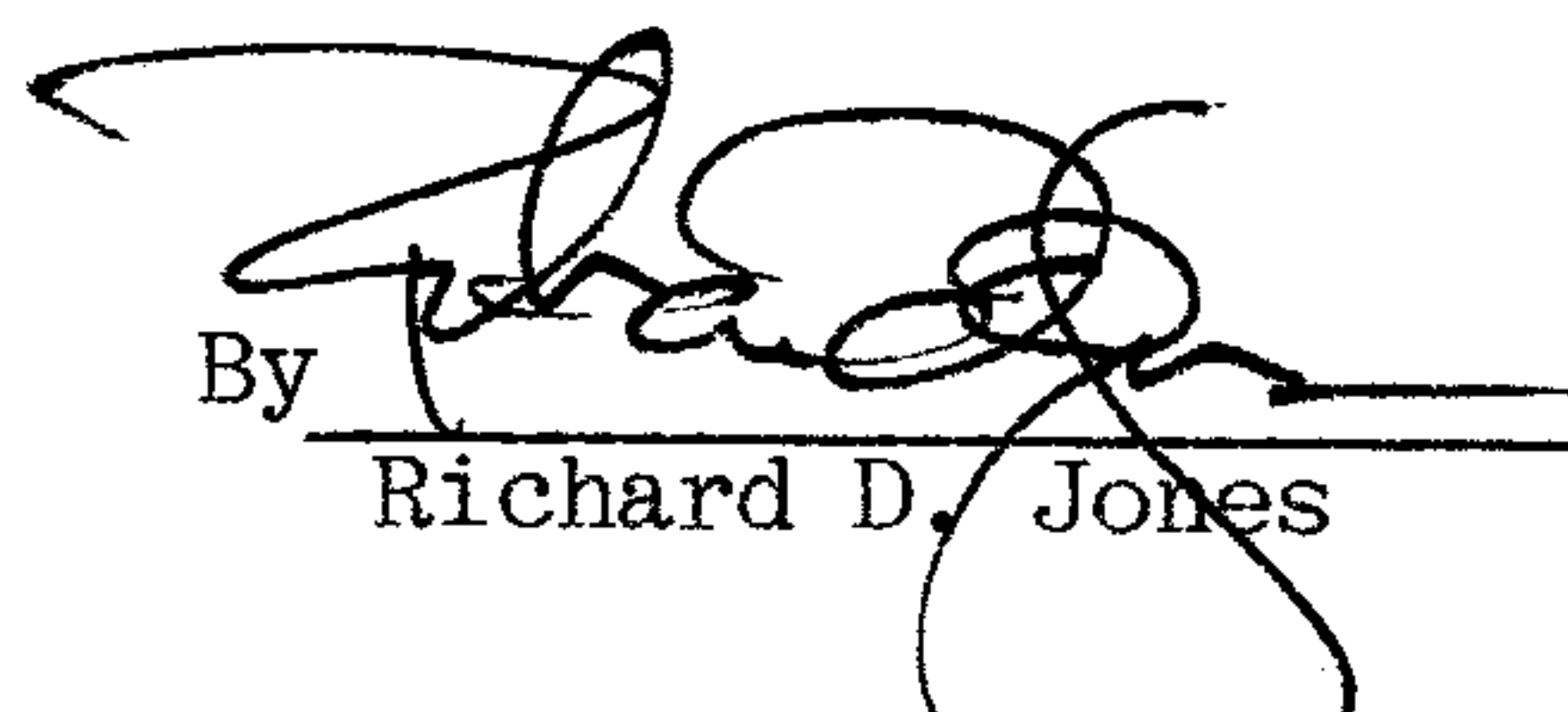
CITY OF WHITTIER, A Municipal Corporation of the State of California

Dated: 7/9/91

By 
City Manager

LAW OFFICES OF RICHARD D. JONES

Dated: 7-10-91

By 
Richard D. Jones

ATTEST:


Deputy City Clerk

1380-55

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-26-2006

GROUP:
POLICY NUMBER: 1560215-2006
CERTIFICATE ID: 10
CERTIFICATE EXPIRES: 07-26-2007
07-26-2006/07-26-2007

CITY OF WHITTIER
ATTN FRED WEINER
13230 PENN ST
WHITTIER CA 90602

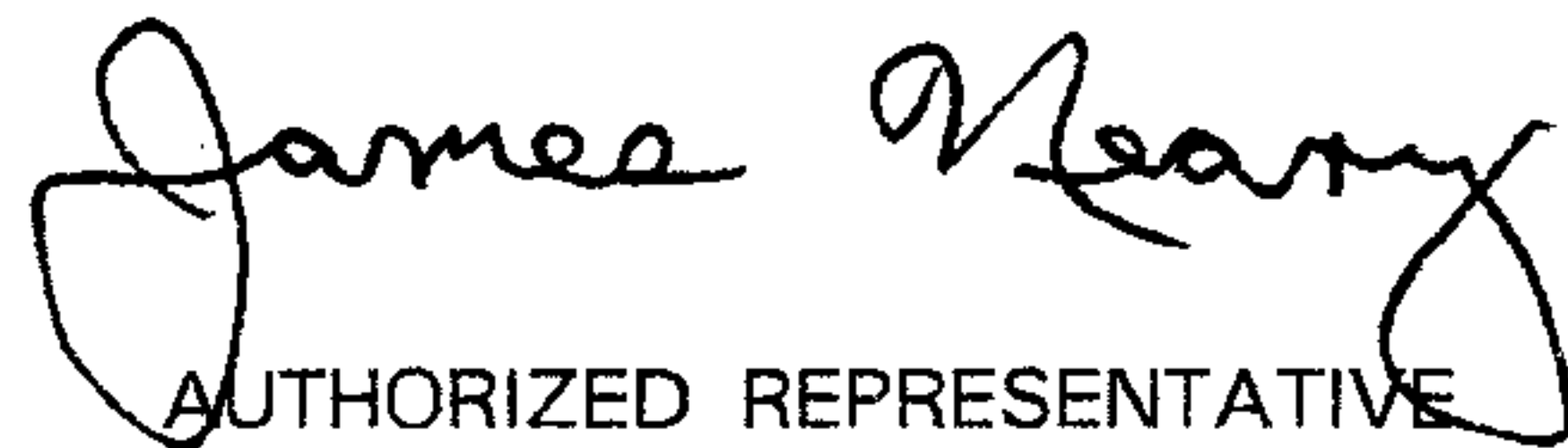
NE

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - MONIQUE C. BOUSKOS, VICE PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - PHILLIP MUSSON, PRES - EXCLUDED.

ENDORSEMENT #1600 - KETTY CHAMLIAN, SEC, TRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-26-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

HEALTHCOMP, INC.
PO BOX 45018
FRESNO CA 93718

NE

CONTRACT EXECUTION REQUEST

A 96182

CITY AGENCY _____ UTILITY _____

DATE SUBMITTED TO CCT _____

NEW AGREEMENT _____ AMENDMENT _____

COUNCIL/AGENCY/UTILITY APPROVAL DATE (if applicable) 6-22-04

CONTRACTOR/CONSULTANT JONES & MAYER

DESCRIPTION OF SERVICE CITY ATTORNEY SERVICES

COMMENCEMENT DATE 7-1-04 ONGOING

EXPIRATION DATE ~~6-30-04~~ UPON COMPLETION _____

INSURANCE CERTIFICATE(S) ATTACHED:
YES _____ NO, NOT REQUIRED PER CITY ATTORNEY

DEPARTMENT CONTACT PERSON MELONIE X308

CONTRACT EXECUTION REQUEST

CITY ✓ AGENCY _____ UTILITY _____

DATE SUBMITTED TO CCT 6-25-03

NEW AGREEMENT _____ AMENDMENT ✓

COUNCIL/AGENCY/UTILITY APPROVAL DATE (if applicable) 6-24-03

CONTRACTOR/CONSULTANT JONES + MAYER Richard D. Jones

DESCRIPTION OF SERVICE LEGAL SERVICES CITY ATTORNEY

COMMENCEMENT DATE 7-01-03 ONGOING ✓

EXPIRATION DATE _____ UPON COMPLETION _____

INSURANCE CERTIFICATE(S) ATTACHED:

YES _____ NO, NOT REQUIRED PER CITY ATTORNEY ✓

DEPARTMENT CONTACT PERSON MELONIE KUEGLER

CONTRACT EXECUTION REQUEST

CITY AGENCY _____ UTILITY _____ DATE SUBMITTED TO CCT 6-28-06
NEW AGREEMENT _____ AMENDMENT (AGREEMENT NO.) A91-182
COUNCIL/AGENCY/UTILITY APPROVAL DATE (if applicable) 06-27-06
CONTRACTOR/CONSULTANT RICHARD D. JONES
DESCRIPTION OF SERVICE LEGAL SERVICES

COMMENCEMENT DATE 07-01-06 ONGOING
EXPIRATION DATE _____ UPON COMPLETION (Approximate Date) _____

INSURANCE CERTIFICATE(S) ATTACHED:
YES _____ NO, NOT REQUIRED PER CITY ATTORNEY _____
DEPARTMENT CONTACT PERSON MELONIE KUEGLER X308

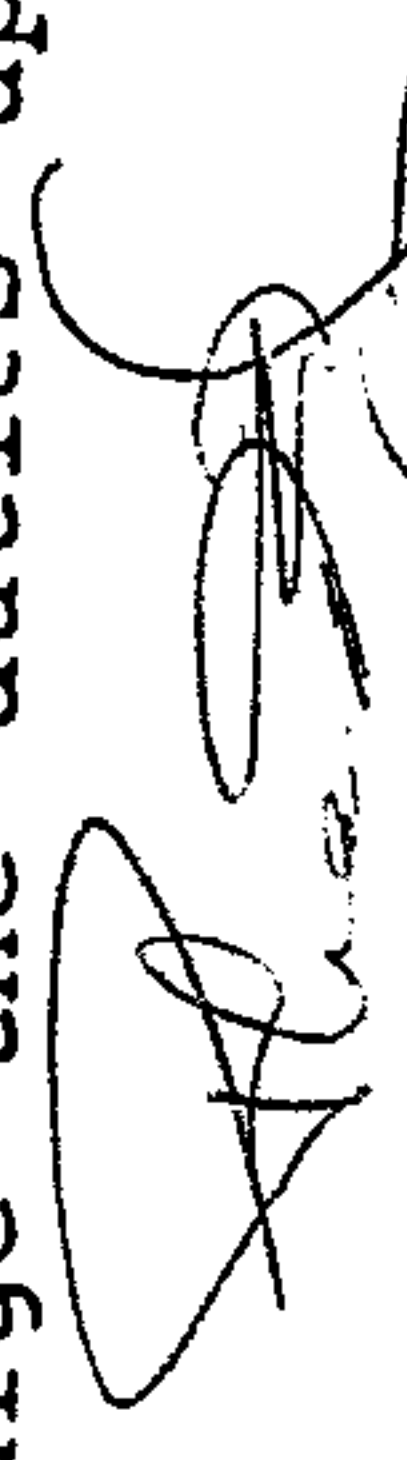
OATH OF ALLEGIANCE
CITY OF WHITTIER, CALIFORNIA

I, Richard D. Jones, do solemnly swear that I support the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic, that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Ste. A. 92821

390 N. Brea Blvd., Brea, CA

Residence Address



Signature

City Attorney

Position Title or Department

The above oath was taken and subscribed to before me this

20th day of Nov, 1998



Person authorized to administer oaths



AGENDA REPORT

Date: June 25, 1991
To: Thomas G. Mauk, City Manager
From: Manny M. Ocampo, Assistant City Manager
Subject: CITY ATTORNEY CONTRACT

RECOMMENDATION

It is recommended City Council approve a revised agreement for City Attorney services with Richard D. Jones of Jones, Jones, Anderson & Ladikos, Brea, California.

DISCUSSION

The attached agreement revisions for City Attorney services provided by the law offices of Jones, Jones, Anderson & Ladikos reflect the following minor changes from the original agreement signed in February of 1990.

- o Under basic services, the monthly retainer would be \$4,000 per month for 40 hours of service.
- o All legal services in excess of 40 hours would be billed to the City at the rate of \$130 per hour.

The above reflects a modest increase over the current agreement of approximately 7%. This increase comes after 16 months of outstanding service from the City Attorney. Of particular note has been the City Attorney's responsiveness to department interaction as well as a concerted effort to monitor and hold down, where feasible, Attorney's fees and litigation costs.

Accordingly, it is recommended that Council authorize the City Manager to implement the attached agreement.

FISCAL IMPACT

Sufficient funds are budgeted for 91/92 to implement this agreement.

Recommend Approval


Manny M. Ocampo
Assistant City Manager


Thomas G. Mauk
City Manager

Agenda Item No. 16

