

# South Bay Cities Council of Governments

August 13, 2018

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

SUBJECT: Legal Counsel Contract Assignment

## Adherence to Strategic Plan:

*Goal D: Organizational Stability.* Be a high performing organization with a clear path to long-term financial health, staffing continuity, and sustained board commitment.

## BACKGROUND

The SBCCOG has an agreement with Jenkins & Hogin, LLP to provide legal services and perform the functions of Legal Counsel. The agreement provides that the SBCCOG must consent to any assignment of the agreement. Jenkins & Hogin, LLP has requested the SBCCOG consent to an assignment to Best, Best, & Krieger LLP. The request is made because the two firms are merging. The merger would not result in any changes to the SBCCOG in that the terms of the SBCCOG's legal services agreement would be the same and all the lawyers currently working with the SBCCOG are part of the merger and will continue to serve the SBCCOG in the same capacities as at present.

## RECOMMENDATION

That the SBCCOG approve Amendment No. 1 to the Legal Services Agreement between SBCCOG and Jenkins & Hogin LLP to consent to an assignment to Best, Best, & Krieger LLP of the Agreement. (ATTACHMENT A)

**Amendment No. 1**  
**to Legal Services Agreement between South Bay Cities Council of Governments and Jenkins & Hogin**  
**LLP**  
**ASSIGNMENT OF AGREEMENT FOR SERVICES**

This constitutes written consent to an assignment to Best, Best, & Krieger LLP of the Agreement for Services between the South Bay Cities Council of Governments (“SBCCOG”) and Jenkins & Hogin, LLP (“Contractor”) dated October 23, 2014 as amended on September 28, 2015 (the “Agreement”). The consent is valid beginning April 1, 2018.

**RECITALS**

- A. SBCCOG entered into an Agreement with Contractor to provide legal services and perform the functions of General Counsel.
- B. Contractor desires to assign or transfer interest in the Agreement to Best, Best, & Krieger LLP (“Assignee”).
- C. Jenkins & Hogin, LLP requested permission to assign the Agreement to Assignee. The attorneys of Jenkins & Hogin LLP, desire to merge law practices with Assignee and continue to practice under the auspices of Assignee. Assignee warrants that it possesses the skill and training to fully undertake the obligations of the Contractor under the Agreement and agree to all its terms. Moreover, the assignment will not change any of the personnel, fees, or other terms of the Agreement.

**NOW THEREFORE**, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties agree as follows:

- 1. Consent. SBCCOG hereby consents to the assignment as requested effective April 1, 2018. If Contractor submits a fully executed assignment of the Agreement, Contractor will be excused from further obligations under the Agreement and Assignee will thereby assume all Contractor’s obligations under the Agreement.
- 2. Client Files. SBCCOG hereby authorizes Firm to release hardcopy and electronic versions of any and all client papers and property including, without limitation, correspondence, e-mail, pleadings and other court filings, memoranda, legal research, draft documents, deposition transcripts, exhibits, physical evidence, expert reports, billing records, and other items contained in Firm’s files related to SBCCOG to Assignee or to any representative or attorney from that firm. This authorization specifically extends to materials covered by the attorney client privilege and attorney work product doctrine, as well confidential and privileged materials related to personnel matters.
- 3. Limited Amendment. All terms and conditions of the Agreement remain in full force and effect.

CONTRACTOR:

SBCCOG:

\_\_\_\_\_  
Michael Jenkins  
Partner, JENKINS & HOGIN, LLP

\_\_\_\_\_  
  
ATTEST:

\_\_\_\_\_  
SECRETARY  
(Seal)