

Council Meeting of  
January 10, 2012

Honorable Mayor and Members  
of the Torrance City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: City Attorney – Approve Agreement Amendment to provide legal services.**

**Expenditure: \$125,000**

**RECOMMENDATION**

Recommendation of the City Attorney that City Council:

1. Approve first amendment to the fee agreement with Rutan & Tucker to provide legal services in the case of Bazilius v. City of Torrance, et al. for an additional \$125,000 for a total amount not to exceed \$160,000 and,
2. Appropriate \$110,000 from the Self-Insurance Reserve Fund.

Funding

Funding of \$15,000 is available from the Police Department operating budget and \$110,000 Self-Insurance Reserve Fund.

**BACKGROUND AND ANALYSIS**

On August 9, 2011, the City Manager entered into Fee Agreement (Contract No. C2011-155) in an amount not to exceed \$35,000 with the law firm of Rutan & Tucker, to provide legal representation to the City in the lawsuit of Bazilius v. City of Torrance, et al., LASC Case No. BC465060.

The firm has advised that an additional \$125,000 is required to fund the litigation up to trial. Significant discovery, including several depositions, expert witnesses and motions will be necessary in this case. Trial is presently set on July 17, 2012.

Therefore, the City Attorney recommends that City Council approve the First Amendment to Fee Agreement (Attachment A) with the law firm of Rutan & Tucker for an additional \$125,000, for a total amount not to exceed \$160,000.

Respectfully submitted,

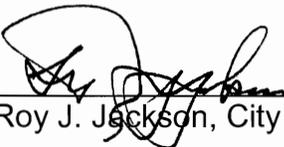
John L. Fellows III  
City Attorney

By   
\_\_\_\_\_  
Alice Rusa  
Law Office Administrator

CONCUR:

  
\_\_\_\_\_  
John L. Fellows III, City Attorney

NOTED:

  
\_\_\_\_\_  
LeRoy J. Jackson, City Manager

Attachment A) First Amendment to Fee Agreement

**FIRST AMENDMENT TO FEE AGREEMENT FOR  
LEGAL SERVICES (C2011-155)**

This First Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of December 1, 2011, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **RUTAN & TUCKER**, a limited liability partnership ("FIRM").

**RECITALS:**

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on August 9, 2011, in the amount of \$35,000. A copy of that Fee Agreement for Legal Services relating to Bazilius v. City of Torrance, et al., LASC Case No. BC465060 is attached as Exhibit A (Contract No. C2011-155.)
- B. The CITY is satisfied with the level of service provided by FIRM.
- C. Both parties wish to amend the contract to add an additional \$125,000 to the contract for an amount not to exceed the sum of \$160,000.

**AGREEMENT:**

- 1. Services to be Performed by FIRM.  
FIRM will continue to provide the services set forth in the Fee Agreement attached as Exhibit A and incorporated into this First Amendment by this reference. FIRM warrants that all services set forth in the Fee Agreement and this Amendment will be performed in a competent, professional and satisfactory manner.
- 2. FIRM's Fee.  
For services rendered, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by the Fee Agreement, as amended, exceed the sum of **\$160,000** unless otherwise first approved in writing by CITY.

3. In all other respects, the Fee Agreement is ratified and reaffirmed and remains in full force and effect.

CITY OF TORRANCE,  
a municipal corporation

RUTAN & TUCKER,  
a limited liability partnership

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
M. Katherine Jenson,  
Partner

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Exhibit A) Fee Agreement

August 9, 2011

**VIA ELECTRONIC MAIL**  
**AND FIRST CLASS MAIL**

John L. Fellows, City Attorney  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503

Re: Fee Agreement for Legal Services -- Bazilius Litigation

Dear John:

This letter will serve as Rutan & Tucker, LLP's fee agreement for legal representation rendered to the City for the litigation filed by Zachary Bazilius. At this time, Rutan has only been asked to represent the City of Torrance and not the other Defendant, Martin McGee. It is possible that we may be asked in the future to jointly represent Mr. McGee, assuming there is not conflict of interest.

Pursuant to our discussion, Mark Austin will be the lead working attorney on this matter. Other attorneys and paralegals may assist on an as-needed basis. The hourly rate Rutan & Tucker will charge the City for legal services is the standard hourly rates of attorneys in our office which begin at \$225 per hour, with a cap of \$300 per hour. Paralegals would be billed at an hourly rate of \$135 per hour, and document clerks would be billed at \$45 per hour. Under this proposal, the City would be charged either the attorney's standard hourly rate, or the agreed rate, whichever is less.

Rutan & Tucker also requires reimbursement for various costs incurred in performing legal services, including long distance telephone charges for calls outside the Los Angeles/Orange County area, postage, parking, out-of-town travel expenses (not mileage), duplication (@ 19¢ per page), telecopying, messengers, computer-assisted research (e.g. LEXIS), and other out-of-pocket expenses.

Detailed monthly invoices will be sent directly to you.

If this proposal is acceptable to the City, please execute and return a copy of this letter to me.

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**COPY**  
1st

John L. Fellows, City Attorney  
August 9, 2011  
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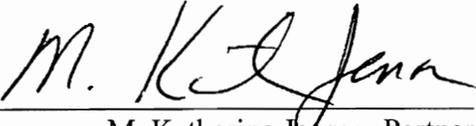
If you have any questions regarding this proposal, please call me at 1-800-76RUTAN.

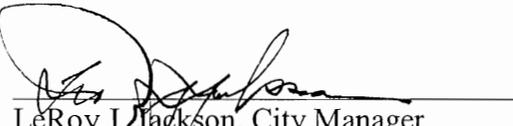
The City of Torrance accepts the above proposal.

CITY OF TORRANCE  
a Municipal Corporation

RUTAN & TUCKER, LLP

  
\_\_\_\_\_  
John L. Fellows, City Attorney

  
\_\_\_\_\_  
M. Katherine Jensen, Partner

  
\_\_\_\_\_  
LeRoy J. Jackson, City Manager  
City of Torrance