

Council Meeting of  
June 12, 2012

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

**Members of the Council:**

**SUBJECT: City Attorney – Approve Agreement Amendment with Jerold A. Goddard, Esq.**

**Expenditure: Not to exceed \$45,000**

**RECOMMENDATION**

Recommendation of the City Attorney that City Council approve a first amendment to fee agreement with Jerold A. Goddard, Esq. (C2010-220) to represent the City in defending *Pitchess* motions, in the total amount not to exceed \$45,000.

Funding

Funding is available from the City Attorney's General Fund operating budget.

**BACKGROUND AND ANALYSIS**

On October 26, 2010, the City entered into a \$25,000 fee agreement with Jerold A. Goddard, Esq. to defend the Torrance Police Department's officers' personnel files against discovery requests made by criminal defendants.

In the last 18 months, the city attorney's office received 21 *Pitchess* motions. There has been a noticeable increase in motions, including nine motions that were filed last month. An additional \$20,000 and a rate change from \$100 to \$150 per hour are requested to continue Mr. Goddard's legal services.

Mr. Goddard is the retired city attorney of Redondo Beach and has a significant law enforcement background. His rate of \$150 per hour is very reasonable considering his expertise.

The city attorney recommends that Your Honorable Body approve a first amendment to the fee agreement with Mr. Goddard, authorize the mayor to sign and the city clerk to attest the same.

Respectfully submitted,

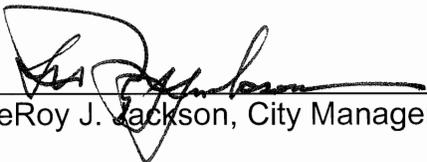
John L. Fellows III  
City Attorney

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 (C2010-220)**

This First Amendment to Fee Agreement for Legal Services is made and entered into as of July 1, 2012, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and JEROLD A. GODDARD, ESQ., an individual ("ATTORNEY").

**RECITALS:**

- A. The CITY and ATTORNEY entered into a Fee Agreement for Legal Services (the "Fee Agreement") on October 26, 2010, in the amount of \$25,000. A copy of the Fee Agreement is attached as Exhibit A.
- B. The CITY is satisfied with the level of service provided by ATTORNEY.
- C. Both parties wish to amend the contract to add an additional \$20,000 to the contract for an amount not to exceed the sum of \$45,000. The parties also wish to increase ATTORNEY's hourly rate from \$100 to \$150 per hour.

**AGREEMENT:**

1. Paragraph 2 entitled "Attorney's Fee" is amended in its entirety to read as follows:

ATTORNEY's Fee.

For services rendered pursuant to this Agreement, ATTORNEY will be paid \$150 per hour; provided, however, that in no event will the total amount of money paid ATTORNEY, for services contemplated by this Agreement, exceed the sum of **\$45,000** unless otherwise first approved in writing by CITY.

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

CITY OF TORRANCE,  
a municipal corporation

JEROLD A. GODDARD, ESQ.  
an individual

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

\_\_\_\_\_  
Jerold A. Goddard

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Exhibit A) Fee Agreement

## FEE AGREEMENT FOR LEGAL SERVICES

This Fee Agreement for legal services ("Agreement") is made and entered into as of October 26, 2010, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and JEROLD A. GODDARD, ESQ., an individual ("ATTORNEY").

### RECITALS:

1. CITY wishes to retain the services of an experienced and qualified attorney to provide certain legal services to CITY.
2. ATTORNEY represents that he is qualified to perform those services.

### AGREEMENT:

1. Services to be Performed by ATTORNEY.  
ATTORNEY will advise and represent CITY in the defense of *Pitchess* motions. *Pitchess* motions are brought by criminal defendants looking for material in police officer personnel files to be used to attack testifying officers' credibility. ATTORNEY warrants that all services set forth herein will be performed in a competent, professional and satisfactory manner.
2. Attorney's Fee.  
For services rendered pursuant to this Agreement, ATTORNEY will be paid \$100 per hour; provided, however, that in no event will the total amount of money paid ATTORNEY, for services contemplated by this Agreement, exceed the sum of **\$25,000**, unless otherwise first approved in writing by CITY.
3. Expenses and other charges.  
In addition to fees for professional services, there will be charges for such incurred expenses as court costs, long distance telephone charges, travel costs, computerized legal research, copying and faxes. Expenses incurred will be billed at amounts that are competitive with other sources of the same products or services.
4. Conflict of Interest.  
ATTORNEY warrants that all necessary conflict clearances have been obtained.

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5. Insurance.

ATTORNEY is not required to maintain professional liability insurance. CITY will defend, hold harmless and indemnify ATTORNEY against any tort, except intentional torts, professional liability claim, demand, or other legal action, arising out of any alleged act or omission occurring solely within the performance of ATTORNEY's duties under this Agreement. CITY agrees that it will defend or compromise and settle any claims or suits and pay the amount of any settlements or judgments rendered, to the extent permitted by California law.

6. Business License Exemption.

CITY waives any requirement for ATTORNEY to obtain a City of Torrance business license for the purpose of work assigned pursuant to this Agreement.

CITY OF TORRANCE,  
a municipal corporation

JEROLD A. GODDARD, ESQ.,  
an individual

By: Frank Scotto Jerold A. Goddard  
Frank Scotto, Mayor Jerold A. Goddard

ATTEST:

Sue Herbers  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: John L. Fellows III