

Council Meeting of  
August 7, 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: \$35,000**

**RECOMMENDATION**

Recommendation of the City Attorney that City Council approve the second amendment to the fee agreement with Rutan & Tucker (C2011-156) to provide legal services in the case of Thomson v. Torrance Police Department for an additional \$35,000, for a total amount not to exceed \$145,000.

Funding

Funding is available from the City Attorney's Operating Budget.

**BACKGROUND AND ANALYSIS**

On August 4, 2011, the City Manager entered into Fee Agreement (Contract No. C2011-156) in an amount not to exceed \$30,000 with the law firm of Rutan & Tucker, to provide legal representation to the City in the lawsuit of Robert Thomson v. Torrance Police Department, et al., USDC Case No. CV11-06154 SJO (JCx).

On October 11, 2011, the City Council approved a First Amendment to the Fee Agreement for an additional \$80,000 for a total not to exceed the amount of \$110,000.

Motions for Summary Judgment were filed in early January 2012. On July 2, 2012, the Court's order denied Plaintiff's Motion for Summary Judgment and granted the City's Motion. Plaintiff has filed an appeal of the District Court's decision to the United States Court of Appeals Ninth Circuit Case No. 12-56236. The law firm of Rutan & Tucker has advised that additional funding is necessary to continue the representation of the City through the appellate process.

Therefore, the City Attorney recommends that City Council approve the Second Amendment to Fee Agreement (Attachment A) with the law firm of Rutan & Tucker for an additional \$35,000, for a total amount not to exceed \$145,000.

Respectfully submitted,

John L. Fellows III  
City Attorney

By

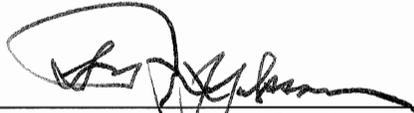


Alice Rusa  
Law Office Administrator

CONCUR:

  
John L. Fellows III, City Attorney

NOTED:

  
LeRoy J. Jackson, City Manager

Attachment A) Second Amendment to Fee Agreement

**SECOND AMENDMENT TO FEE AGREEMENT FOR  
LEGAL SERVICES (C2011-156)**

This Second Amendment to Fee Agreement for legal services (“Amendment”) is made and entered into as of July 2, 2012, 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 4, 2011, in the amount of \$30,000. A copy of that Fee Agreement for Legal Services relating to Robert Thomson v. Torrance Police Department, et al., USDC Case No. CV11-06154 SJO (JCx) is attached as Exhibit A (Contract No. C2011-156.)
- B. On October 11, 2011, the City Council approved a First Amendment to the Fee Agreement for an additional \$80,000 for a total not to exceed the amount of \$110,000.
- C. The CITY is satisfied with the level of service provided by FIRM.
- D. Both parties wish to amend the contract to add an additional \$35,000 to the contract for an amount not to exceed the sum of \$145,000.

**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 Second 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 **\$145,000** unless otherwise first approved in writing by CITY.
  
- 3. In all other respects, the Fee Agreement and the First Amendment dated October 11, 2011 are 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 4, 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 -- Thomson CCW Permit

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 Robert Thomson regarding the denial of his CCW Permit.

Pursuant to our discussion, Robert Bower will be the lead working attorney on this matter. Peter Howell and Ajit Thind, both associates in our office, and also 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 \$330 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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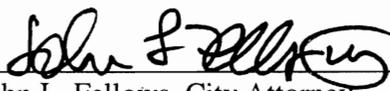
**RUTAN**  
RUTAN & TUCKER, LLP

John L. Fellows, City Attorney  
August 4, 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

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

RUTAN & TUCKER, LLP

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

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