

Council Meeting of
December 18, 2012

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

Members of the Council:

SUBJECT: City Attorney – Approve agreement to provide legal services

Expenditure: Not to exceed \$250,000

RECOMMENDATION

The city attorney recommends that City Council approve a fee agreement with Manning & Kass, Ellrod, Ramirez, Trester LLP to provide legal services in the case of Jeremiah Banks v. City of Torrance, et al., for a total contract amount not to exceed \$250,000.

Funding

Funding is available from the Police Department's Operating Budget and the Self-Insurance Fund.

BACKGROUND AND ANALYSIS

The First Amended Complaint naming the City of Torrance was filed with the United States District Court on July 31, 2012, USDC Case No. CV12-5847 DMG (VBKx). The City Attorney's Office has been actively defending this case. However, Plaintiff has filed another amended complaint naming three additional current Torrance Police officers and one former Torrance Police officer. Due to possible conflicts that are likely to occur with representing both current and former Torrance Police officers, the City Attorney wishes to retain the services of the law firm of Manning & Kass, Ellrod, Ramirez, Trester LLP to assist in the defense of this matter. Manning & Kass, Ellrod, Ramirez, Trester LLP has successfully defended the City and the Torrance Police Department in other federal civil rights lawsuits and we believe the firm's expertise and additional attorney staffing would be best suited to assist in the handling of this case.

The City Attorney recommends that the City Council enter into the attached fee agreement with Manning & Kass, Ellrod, Ramirez, Trester for a total contract amount not to exceed \$250,000.

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) Fee Agreement

FEE AGREEMENT FOR LEGAL SERVICES

This Fee Agreement for legal services ("Agreement") is made and entered into as of November 1, 2012, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP ("FIRM").

RECITALS:

1. CITY wishes to retain the services of an experienced and qualified law firm to provide legal services to the CITY.
2. FIRM represents that it is qualified to perform those services.

AGREEMENT:

1. Services to be Performed by FIRM.
FIRM will provide those services required and directed by the CITY with reference to Jeremiah Banks v. City of Torrance, et al., USDC Case No. CV12-5847 DMG (VBKx). FIRM warrants that all services will be performed in a competent, professional and satisfactory manner.
2. FIRM's Fees, Costs, Expenses.
CITY will pay for the professional services rendered pursuant to this Agreement at a rate not to exceed \$225.00 per hour for partners, senior counsel and associates and \$125.00 per hour for paralegals. In no event, however, will the total amount of money paid the FIRM, for services contemplated by this Agreement, exceed the sum of \$250,000 unless otherwise first approved in writing by CITY.

FIRM will obtain consent prior to incurring costs in excess of \$500. Costs and expenses will include but are not limited to: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, parking, investigation expenses, consultants' fees, computer research services, expert witness fees, mileage at the IRS approved rate, in-office photocopying and other similar items.
3. Conflict of Interest.
FIRM warrants that all necessary conflict clearances have been obtained.

- 4. Termination.
Either party may terminate this Agreement pursuant to written notice to the other. In the event of such termination, FIRM will be paid for services performed to the date of termination.
- 5. Business License.
FIRM will not be required to obtain a City business license.

CITY OF TORRANCE,
a Municipal Corporation

MANNING & KASS, ELLROD,
RAMIREZ, TRESTER LLP

Frank Scotto, Mayor

By _____
Steven D. Manning,
Managing Partner

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____