Council Meeting of
August 19, 2008

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

**Members of the Council:**

**SUBJECT: City Attorney – Approve Amendment to Fee Agreement**

**Expenditure: $100,000**

## RECOMMENDATION

Recommendation of the City Attorney that the City Council approve the Amendment to Fee Agreement (C2007-166) with the law firm of Woodruff, Spradlin & Smart for an additional $100,000 for a total not to exceed amount of $124,000.

### Funding

Funding is available from the Police Department General Fund operating budget and the Self-Insurance fund

## BACKGROUND AND ANALYSIS

On September 5, 2007, the City entered into Fee Agreement (Contract No. C2007-166) in an amount not to exceed $24,000 with the law firm of Woodruff, Spradlin & Smart to act as legal counsel on behalf of the City in the lawsuit of Mitchell v. City of Torrance.

The law firm has advised the City that additional funding is necessary to continue the defense of the lawsuit.

The City Attorney recommends that the City Council approve the Amendment to the Fee Agreement (Attachment A) with the law firm of Woodruff, Spradlin & Smart in an additional amount of $100,000 for a total not to exceed amount of $124,000.

Respectfully submitted,

John L. Fellows III
City Attorney

By _____
Linda Amorocchi Santos
Law Office Administrator

CONCUR:

_____
John L. Fellows III, City Attorney

NOTED:

_____
LeRoy J. Jackson, City Manager

Attachment A) First Amendment to Fee Agreement

ATTACHMENT A

## AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This Amendment to the Fee Agreement for legal services ("Amendment") is made and entered into as of July 1, 2008 by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and the law firm of **WOODRUFF, SPRADLIN & SMART,** a professional law corporation ("FIRM").

**RECITALS**:

A. CITY and FIRM entered into a Fee Agreement for legal services with regard to the death of Shaun McCoy and Charlie Wilson ("Agreement") on September 5, 2007, in the amount of $24,000. A copy of that Fee Agreement for Professional Services is attached as Exhibit A (Contract No. C2007-166).

B. FIRM has advised CITY that an additional $100,000 is necessary to proceed with the litigation in this matter. CITY desires to increase the available funding to FIRM by an additional amount of $100,000 for a total not to exceed amount of $124,000.

**AGREEMENT**:

1. The Fee Agreement for Legal Services dated September 5, 2007 (Contract No. C2007-166) is ratified and extended to completion of the

professional services in an amount not to exceed the sum of $124,000 unless otherwise first approved in writing by the CITY.

2. In all other respects, the Fee Agreement dated September 5, 2007 between CITY and FIRM is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

_____
Frank Scotto
Mayor

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

By: _____
JOHN L. FELLOWS III
City Attorney

WOODRUFF, SPRADLIN & SMART
a Professional Law Corporation

By: _____
Daniel K. Spradlin
Attorney

Exhibit A) Fee Agreement

**EXHIBIT A**

LAW OFFICES OF
**WOODRUFF, SPRADLIN & SMART**
A PROFESSIONAL CORPORATION

555 ANTON BOULEVARD, SUITE 1200 ■ COSTA MESA, CA 92626-7670 ■ (714) 558-7000 ■ FAX (714) 835-7787

E-MAIL: DSPRADLIN@WSS-LAW.COM

September 5, 2007

John Fellows, City Attorney
City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503-5059

Attn: Linda Santos

Re: **Claims of Shaun McCoy and Charlie Wilson**

C20007-166

Dear Mr. Fellows:

I am very pleased that the City of Torrance has requested that our firm assist in the representation of the City, as well as any eventually named individual defendant officers in defense of the above-referenced claims. This letter confirms our representation and your authorization for us to act on behalf of the potential defendants in the event that the claims ripen into litigation.

The scope of the engagement. You have requested our advice and representation in connection with assisting in the defense of the above-referenced claims. Our representation will be to defend and represent the interests of the City and any individual defendant officers in all stages of this matter through trial and post-trial motions. In the event of an appeal, the parties may agree to extend the terms of this agreement or enter into a new agreement.

Professional services and fees. Our professional fees for legal services will be determined by the amount of time our attorneys and paralegals spend on this engagement based on their applicable hourly rates in effect at the time our invoices are rendered. The applicable hourly rates for attorneys and paralegals are listed on the attached rate schedule. As indicated on the Rate Schedule, our hourly rates may be adjusted from time to time.

COPY

TERRY C. ANDRUS ■ STEPHEN J. BEATON ■ M. LOIS BOBAK ■ CAROLINE A. BYRNE ■ JOHN E. CAVANAUGH ■ GARY W. CROCKETT
KIM L.T. DAWLEY ■ JAMES M. DONICH ■ CRAIG G. FARRINGTON ■ JOSEPH W. FORBATH ■ BRADLEY R. HOGIN
DOUGLAS C. HOLLAND ■ LOIS E. JEFFREY ■ DAVID E. KENDIG ■ ROBERTA A. KRAUS ■ MAGDALENA LONA-WIANT ■ MARK M. MONACHINO
LAURA A. MORGAN ■ THOMAS F. NIXON ■ SUSAN ARAMESH PRICE ■ BARBARA RAILEANU ■ JASON S. RETTERER ■ OMAR SANDOVAL
JOHN R. SHAW ■ GREGORY E. SIMONIAN ■ KENNARD R. SMART, JR ■ DANIEL K. SPRADLIN ■ CINDY R. STAFFELBACH ■ THOMAS L. WOODRUFF

Expenses and other charges. In addition to fees for our professional services, there will be charges for expenses which we incur such 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.

Expert Witnesses. In addition to fees and expenses, it is likely that the representation of the Defendants in this matter will require the retention of expert consultants and witnesses. We will not retain any expert without advance consultation with you and the Defendants. However, typically for cases of this nature experts are required. It is understood that the City will be responsible for payment of all fees associated with the retention of such expert consultants and witnesses.

Invoices and payments. We will render our invoices to you monthly for legal services, expenses and other charges. Our invoices are payable upon receipt and are considered overdue if not paid within thirty (30) days. Any statement not paid within sixty (60) days of the date of the statement will incur finance charges at the rate of one and one-half percent (1½ %) per month, compounded monthly.

Termination of Agreement. You and the City, as well as any named individual defendant shall at all times have the right to terminate the services of our firm for any reason upon twenty-four (24) hours written notice of the same. The firm retains the right to terminate this agreement if, in the sole discretion of the firm, we conclude that the City or any individual named Defendants are not cooperating with the defense of this matter, or if we believe that our continued representation would be unethical or impractical.

Acceptance of Engagement. If the terms as set forth in this letter are acceptable to the City, please have the enclosed copy executed by the appropriate representative of the City and return it to us. Unless terminated earlier by you or us, this engagement will end when we have completed the work described in the scope of engagement paragraph above.

We are pleased that you have selected Woodruff, Spradlin & Smart to act as defense counsel in this matter.

Cordially,
WOODRUFF, SPRADLIN & SMART
A Professional Corporation

Daniel K. Spradlin

Attachments:
Copy of This Letter With Return Envelope
"Rate Schedule"

CITY OF TORRANCE

(Signature)

Dated: 27 Sept. 2007

LeRoy J. Jackson, City Manager
Name and Title

APPROVED AS TO FORM:

On behalf of the City of Torrance

## RATE SCHEDULE

### Hourly Rates for Legal Personnel

| | |
|---|---|
| Attorneys: | $185 per hour |
| Paralegals: | $115 per hour |

### Standard Charges

Attorney charges for Attorney's time in minimum units of six minutes

### Costs and Expenses

Costs advanced will be charged at rates that are competitive with other sources of the same products or services. Rates for in-house costs are currently:

| | |
|---|---|
| In-office photocopying | $ 0.15 per page |
| Mileage | $ 0.485 per mile |
| Clerical staff overtime: | $50.00 per hour |

### Subject to Change

The rates on this schedule are subject to change on 30 days' written notice. If Client declines to pay any increased rates, attorney will have the right to withdraw as Client's lawyers.

*Rate Schedule*

TERRY C. ANDRUS ■ CINDY R. BECKER ■ EDWARD L. BERTRAND ■ M. LOIS BOBAK ■ CAROLINE A. BYRNE ■ PATRICK M. DESMOND ■ JAMES M. DONICH
CHRISTINA M. DOYLE ■ JAMES H. EGGART ■ CRAIG G. FARRINGTON ■ JOSEPH W. FORBATH ■ BRADLEY R. HOGIN ■ DOUGLAS C. HOLLAND
DAVID E. KENDIG ■ EDWARD Z. KOTKIN ■ ROBERTA A. KRAUS ■ MAGDALENA LONA-WIANT ■ MARK M. MONACHINO ■ LAURA A. MORGAN ■ THOMAS F. NIXON
BARBARA RAILEANU ■ JASON S. RETTERER ■ OMAR SANDOVAL ■ JOHN R. SHAW ■ MATTHEW R. SILVER ■ GREGORY E. SIMONIAN
KENNARD R. SMART, JR. ■ DANIEL K. SPRADLIN ■ ALYSON C. SUH ■ THOMAS L. WOODRUFF

**EXHIBIT B**

## CONTRACT AUGMENTATION APPROVAL

This Contract Augmentation Approval (APPROVAL) is made with reference to the following facts:

1. On June 11, 2008, the City Attorney entered into an Agreement with the law firm of Rutan and Tucker to provide the City with legal services relating to the Spears federal civil rights litigation.

2. That Agreement (C 2008-141) a copy of which is attached hereto as Exhibit A, was signed by the City Attorney in an authorized amount not to exceed $9,000 in accordance with City contract authority and procedure.

3. Continued costs associated with this matter mandate that the authorized amount be increased to a "not to exceed amount of $24,000."

THEREFORE:

Pursuant to the authority granted to the City Manager under Section 22.3.13 of the Torrance Municipal Code, APPROVAL is hereby granted authorizing the payment in an amount not to exceed an aggregrate of $24,000 under Agreement C 2008-141.

C2008-141

LeRoy J. Jackson, City Manager

5 Aug 2008
Date

CONCUR AND
APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Aug 5-08
Date