

Council Meeting of
November 18, 2008

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

Members of the Council:

**SUBJECT: City Attorney - Approve Fee Agreement for legal counsel
Expenditure: \$10,000**

RECOMMENDATION

Recommendation of the City Attorney that City Council approve the Fee Agreement with Woodruff, Spradlin & Smart to provide representation to the City and the Redevelopment Agency as Cumis counsel with regard to the matter of Angone v. City of Torrance, LASC Case No. YC055500, in an amount not to exceed \$10,000.

Funding

Funding is available from the Community Development's Operating Budget.

BACKGROUND AND ANALYSIS

The City Attorney hired the law firm of Woodruff, Spradlin & Smart to provide legal representation to the City and the Redevelopment Agency as Cumis counsel with regard to the lawsuit of Angone v. City of Torrance.

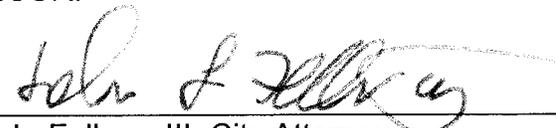
The City Attorney recommends that the City Council approve the Fee Agreement in an amount not to exceed \$10,000.

Respectfully submitted,

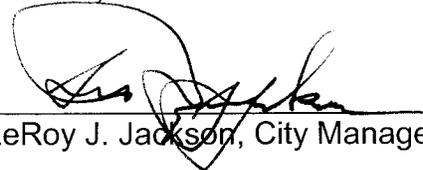
John L. Fellows III, City Attorney

By 
Linda Amorocchi Santos
Law Office Administrator

CONCUR:


John L. Fellows III, City Attorney

NOTED;


LeRoy J. Jackson, City Manager

Attachment A: Fee Agreement

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

October 15, 2008

VIA E-MAIL AND FIRST CLASS MAIL

Ms. Linda Santos, Law Office Manager
 Office of the City Attorney
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90503

Re: Wendy Angone v. City of Torrance

Dear Ms. Santos:

I am very pleased that the City of Torrance has requested that our firm assist in the representation of the City and the Redevelopment Agency in advice and potentially as Cumis Counsel with regard to the above-referenced matter. 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 lawsuit. Our representation will be to defend and represent the interests of the City and any individual defendant 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.

TERRY C. ANDRUS ■ EDWARD L. BERTRAND ■ M. LOIS BOBAK ■ CAROLINE A. BYRNE ■ KENDRA LEIGH CARNEY ■ PATRICK M. DESMOND
 JAMES M. DONICH ■ CHRISTINA M. DOYLE ■ JAMES H. EGGART ■ CRAIG G. FARRINGTON ■ JOSEPH W. FORBATH ■ RICIA R. HAGER ■ 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 ■ JENNIFER L. RADAICH ■ BARBARA RAILEANU ■ JASON S. RETTERER ■ KYLE E. ROWEN ■ OMAR SANDOVAL ■ DIEGO SANTANA
 MATTHEW R. SILVER ■ GREGORY E. SIMONIAN ■ KENNARD R. SMART, JR. ■ DANIEL K. SPRADLIN ■ ALYSON C. SUH ■ THOMAS L. WOODRUFF

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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.

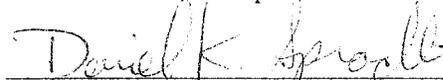
Acceptance of Engagement. If the terms as set forth in this letter are acceptable to the City, please have the enclosed copy executed by the appropriate representative of the City and return it to us. Unless terminated earlier by you or us, this engagement will end when we have completed the work described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

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We are pleased that you have selected Woodruff, Spradlin & Smart to assist 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
A Municipal Corporation

Dated: _____

FRANK SCOTTO, MAYOR

ATTEST:

SUE HERBERS, CITY CLERK

APPROVED AS TO FORM:

On behalf of the City of Torrance

RATE SCHEDULE

Hourly Rates for Advice

Attorneys: \$185 per hour
Paralegals: \$115 per hour

Hourly Rates for Legal Counsel as Cumis Counsel

Attorneys \$225 per hour
Paralegals \$130 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 ■ EDWARD L. BERTRAND ■ M. LOIS BOBAK ■ CAROLINE A. BYRNE ■ KENDRA LEIGH CARNEY ■ PATRICK M. DESMOND
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