

Council Meeting of  
April 7, 2009

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

**Members of the Council:**

**SUBJECT: City Attorney – Approve Fee Agreements with The Law Office of Robert D. Acciani and Terminate the Post-Retirement At-Will Employment Agreement**

**Expenditure: \$135,000**

**RECOMMENDATION**

Recommendation of the City Attorney that the City Council approve four Agreements with The Law Office of Robert D. Acciani in the total amount of \$135,000 and terminate the Post-Retirement At-Will Employment Agreement.

Funding

Funding is available from the City Attorney and Police Department's General Fund operating budgets and the self-insurance fund.

**BACKGROUND AND ANALYSIS**

Robert Acciani retired from his employment with the City of Torrance on December 27, 2007. On January 8, 2008, the City Manager entered into a Post-Retirement At-Will Employment Agreement (Contract No. C2008-003) with Robert Acciani (Employee) as a temporary appointee to handle three cases for the City: Suarez, Plowden and Bayley. Subsequently an Amendment was approved by the City Council adding the defense of two additional federal civil rights cases, Vasquez and Sandberg.

As of this date, the Suarez, Plowden and Bayley matters have been resolved and the matters are now closed. In addition to the Vasquez and Sandberg lawsuits, the City Attorney has recently been advised by appellant counsel that the Ninth Circuit Court of Appeals has denied our Petition for Rehearing on the Gomez lawsuit. Therefore, representation will be needed to litigate this case in federal court.

Upon consideration of the amount of time necessary to defend the three federal civil rights lawsuits and the restrictions imposed on annuitants by the Public Employee Retirement System, Mr. Acciani has decided to open his own law office to defend the

City in these types of cases and to offer the department advice on complex litigation involving police matters.

Since Mr. Acciani worked for the City for over fifteen years and successfully defended the City and Police Department in numerous federal civil rights lawsuits, his specialized expertise in this area is of great value to the City.

The City Attorney recommends that the City Council terminate the Post-Retirement At-Will Employment Agreement and its Amendments effective April 7, 2009 (Attachment A) and enter into the attached four agreements with The Law Office of Robert D. Acciani:

Fee Agreement to provide general litigation advice in the amount of \$10,000 (Attachment B).

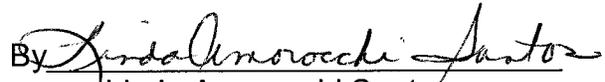
Fee Agreement to represent the City in the defense of the lawsuit entitled Christina Sandberg for the Estate of Rodney Sandberg v. City of Torrance, USDC Case No. CV08-08335, in the amount of \$50,000 (Attachment C).

Fee Agreement to represent the City in the defense of the lawsuit entitled Sonia Vasquez for the Estate of William Vasquez v. City of Torrance, USDC Case No. CV08-05901, in the amount of \$25,000 (Attachment D).

Fee Agreement to represent the City in the defense of the lawsuit entitled Luis Gomez, Maria Gila Gomez v. City of Torrance, USDC Case No. CV07-00790, in the amount of \$50,000 (Attachment E).

Respectfully submitted,

John L. Fellows III  
City Attorney

By   
Linda Amorocchi Santos  
Law Office Administrator

CONCUR:

  
John L. Fellows III, City Attorney

NOTED:

  
for LeRoy J. Jackson, City Manager

Attachment A) Termination Agreement  
Attachment B) Fee Agreement for general litigation advice  
Attachment C) Fee Agreement re Sandberg case  
Attachment D) Fee Agreement re Vasquez case  
Attachment E) Fee Agreement re Gomez case

**TERMINATION OF POST-RETIREMENT  
AT-WILL EMPLOYMENT AGREEMENT**

This Termination of Post-Retirement At-Will Employment Agreement (Contract No. C2008-003) is made and entered into as of April 7, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and ROBERT ACCIANI, an individual ("EMPLOYEE").

**RECITALS:**

1. On January 8, 2008 the CITY OF TORRANCE ("CITY") and Robert Acciani, an individual ("EMPLOYEE") entered into a POST-RETIREMENT AT-WILL EMPLOYMENT AGREEMENT ("AGREEMENT") pursuant to CalPERS rules and regulations for temporary employment as a retired annuitant; and,
2. On April 27, 2008 the CITY and EMPLOYEE entered into an Amendment to AGREEMENT; and,
3. On January 8, 2009 the CITY and EMPLOYEE entered into a Second Amendment to AGREEMENT.

**TERMINATION OF AGREEMENT:**

CITY and EMPLOYEE mutually agree that the POST-RETIREMENT AT-WILL EMPLOYMENT AGREEMENT and its Amendments are terminated effective April 7, 2009.

CITY OF TORRANCE,  
a municipal corporation

ROBERT ACCIANI,  
an individual

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

By: \_\_\_\_\_  
Robert Acciani

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
JOHN L. FELLOWS III  
City Attorney

## FEE AGREEMENT FOR LEGAL SERVICES

This Fee Agreement for legal services ("Agreement") is made and entered into as of April 8, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and The Law Office of ROBERT D. ACCIANI, a sole proprietorship ("ATTORNEY").

### RECITALS:

1. CITY wishes to retain the services of an experienced and qualified attorney to provide 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 provide general litigation advice to CITY. 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 \$165 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 **\$10,000**, 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. Expert Witnesses.  
In addition to fees and expenses, it is likely that the representation of CITY and CITY-affiliated defendants in the course of this representation will require the retention of expert consultants and witnesses. No expert will be retained without advance consultation between CITY and ATTORNEY. It is understood that CITY will be responsible for payment of all fees associated with the retention of expert consultants and witnesses.

5. Conflict of Interest.

ATTORNEY warrants that all necessary conflict clearances have been obtained.

6. Insurance.

ATTORNEY must maintain at its sole expense professional liability coverage with combined single limits to the satisfaction of City's Risk Manager. ATTORNEY must provide a certificate of insurance to CITY before the commencement of work.

CITY OF TORRANCE,  
a municipal corporation

ROBERT ACCIANI, Attorney

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

By: \_\_\_\_\_  
Robert Acciani, Attorney

ATTEST:

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

## FEE AGREEMENT FOR LEGAL SERVICES

This Fee Agreement for legal services ("Agreement") is made and entered into as of April 8, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and The Law Office of ROBERT D. ACCIANI, a sole proprietorship ("ATTORNEY").

### RECITALS:

1. CITY wishes to retain the services of an experienced and qualified attorney to provide 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 the lawsuit entitled Christina Sandberg for the Estate of Rodney Sandberg v. City of Torrance, USDC Case No. CV08-08335. ATTORNEY will defend and represent the interests of CITY and any individual CITY-affiliated defendants in all stages of the litigation 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. 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 \$165 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 **\$50,000**, 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. Expert Witnesses.

In addition to fees and expenses, it is likely that the representation of CITY and CITY-affiliated defendants in the course of this representation will require the retention of expert consultants and witnesses. No expert will be retained without advance consultation between CITY and ATTORNEY. It is understood that CITY will be responsible for payment of all fees associated with the retention of expert consultants and witnesses.

5. Conflict of Interest.

ATTORNEY warrants that all necessary conflict clearances have been obtained.

6. Insurance.

ATTORNEY must maintain at its sole expense professional liability coverage with combined single limits to the satisfaction of CITY's Risk Manager. ATTORNEY must provide a certificate of insurance to CITY before the commencement of work.

CITY OF TORRANCE,  
a municipal corporation

ROBERT ACCIANI, Attorney

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

By: \_\_\_\_\_  
Robert Acciani, Attorney

ATTEST:

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

## FEE AGREEMENT FOR LEGAL SERVICES

This Fee Agreement for legal services ("Agreement") is made and entered into as of April 8, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and The Law Office of ROBERT D. ACCIANI, a sole proprietorship ("ATTORNEY").

### RECITALS:

1. CITY wishes to retain the services of an experienced and qualified attorney to provide 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 the lawsuit entitled Sonia Vasquez for the Estate of William Vasquez v. City of Torrance, USDC Case No. CV08-05901. ATTORNEY will defend and represent the interests of CITY and any individual CITY-affiliated defendants in all stages of the litigation 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. 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 \$165 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. Expert Witnesses.

In addition to fees and expenses, it is likely that the representation of CITY and CITY-affiliated defendants in the course of this representation will require the retention of expert consultants and witnesses. No expert will be retained without advance consultation between CITY and ATTORNEY. It is understood that CITY will be responsible for payment of all fees associated with the retention of expert consultants and witnesses.

5. Conflict of Interest.

ATTORNEY warrants that all necessary conflict clearances have been obtained.

6. Insurance.

ATTORNEY must maintain at its sole expense professional liability coverage with combined single limits to the satisfaction of CITY's Risk Manager. ATTORNEY must provide a certificate of insurance to CITY before the commencement of work.

CITY OF TORRANCE,  
a municipal corporation

ROBERT ACCIANI, Attorney

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

By: \_\_\_\_\_  
Robert Acciani, Attorney

ATTEST:

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

## FEE AGREEMENT FOR LEGAL SERVICES

This Fee Agreement for legal services ("Agreement") is made and entered into as of April 8, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and The Law Office of ROBERT D. ACCIANI, a sole proprietorship ("ATTORNEY").

### RECITALS:

1. CITY wishes to retain the services of an experienced and qualified attorney to provide 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 the lawsuit entitled Luis Gomez, Maria Gila Gomez v. City of Torrance, USDC Case No. CV07-00790. ATTORNEY will defend and represent the interests of CITY and any individual CITY-affiliated defendants in all stages of the litigation 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. 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 \$165 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 **\$50,000**, 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. Expert Witnesses.  
In addition to fees and expenses, it is likely that the representation of

CITY and CITY-affiliated defendants in the course of this representation will require the retention of expert consultants and witnesses. No expert will be retained without advance consultation between CITY and ATTORNEY. It is understood that CITY will be responsible for payment of all fees associated with the retention of expert consultants and witnesses.

5. Conflict of Interest.

ATTORNEY warrants that all necessary conflict clearances have been obtained.

6. Insurance.

ATTORNEY must maintain at its sole expense professional liability coverage with combined single limits to the satisfaction of CITY's Risk Manager. ATTORNEY must provide a certificate of insurance to CITY before the commencement of work.

CITY OF TORRANCE,  
a municipal corporation

ROBERT ACCIANI, Attorney

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

By: \_\_\_\_\_  
Robert Acciani, Attorney

ATTEST:

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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