

Council Meeting of
April 25, 2006

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

Members of the Council:

SUBJECT: Approve Second Amendment to Fee Agreement with the law firm of Rutan & Tucker for legal services with regard to the CEQA action against CalTrans in the additional amount of \$50,000 for a not to exceed total of \$134,000 to Contract No. C2005-176 and appropriate \$50,000 from the Self-Insurance Reserve Fund

Expenditure: \$50,000

RECOMMENDATION

The City Attorney recommends that the City Council approve the Second Amendment to the Fee Agreement with the law firm of Rutan & Tucker to provide legal services with regard to the CEQA action against Cal Trans in the amount of \$50,000 for a total contract amount not to exceed \$134,000 and appropriate \$50,000 from the Self-Insurance Reserve Fund.

Funding

Funding is available from the City's Self-Insurance Reserve Fund.

BACKGROUND AND ANALYSIS

On July 28, 2005, the City Manager entered into a Fee Agreement for legal services with the law firm of Rutan & Tucker to represent the City with regard to the CEQA action taken against CalTrans in the amount of \$24,000.

On November 13, 2005, the City Council approved an additional \$60,000 to fund the contract for a total amount not to exceed \$84,000

The City is satisfied with the services of Rutan and Tucker and desires to continue the use of this firm's representation of the City. Rotan and Tucker has notified the City that there are pending invoices totaling \$27,000 and an additional \$23,000 is needed to

cover the costs of the hearing excluding an appeal of the case. Therefore, it is recommended that an additional \$50,000 be allocated to contract C2005-176 for a total not to exceed amount of \$134,000.

The City Attorney therefore recommends that the City Council approve the Second Amendment to the Fee Agreement with the law firm of Rutan & Tucker in an amount not to exceed \$134,000 and to appropriate \$50,000 from the Self-Insurance Reserve Fund.

Respectfully submitted,

John L. Fellows III
City Attorney

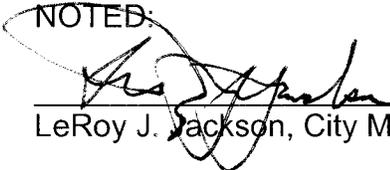
By 
Linda Amorocchi Santos
Law Office Administrator

CONCUR:

for 
John L. Fellows III, City Attorney


Eric E. Tsao, Finance Director

NOTED:


LeRoy J. Jackson, City Manager

Attachment: A) Second Amendment to Fee Agreement

SECOND AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This Second Amendment to the Fee Agreement for legal services (“Amendment”) is made and entered into as of March 1, 2006 by and between the **CITY OF TORRANCE**, a municipal corporation (“CITY”), and the law firm of **RUTAN AND TUCKER, LLP** (“FIRM”).

RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for legal services with regard to the CEQA Action against CalTrans (known as “Agreement”) on July 28, 2005 in the amount of \$24,000. A copy of that Fee Agreement for Legal Services is attached as Exhibit A (Contract No. C2005-176).
- B. On November 15, 2005, the City Council approved an additional amount of \$60,000 to Contract No. C2005-176 for a total contract amount not to exceed \$84,000. A copy of that Amendment to the Fee Agreement for Legal Services is attached as Exhibit B.
- B. CITY is satisfied with the services of FIRM and desires to continue the use of this firm’s representation of the City by increasing the available funding to FIRM by an additional \$50,000 for a total not to exceed amount of \$134,000.

AGREEMENT:

1. The Fee Agreement for Legal Services Contract No. C2005-176 is ratified and extended to completion of the legal services in an amount not to

exceed the sum of \$134,000 unless otherwise first approved in writing by the CITY.

2. In all other respects, the Agreement dated July 28, 2005 between CITY and FIRM is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

RUTAN AND TUCKER, LLP
a California partnership

Dan Walker
Mayor

By: _____
M. Katherine Jenson
Partner

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

By: _____
JOHN L. FELLOWS III
City Attorney

Exhibit A) Fee Agreement
Exhibit B) First Amendment to Fee Agreement



611 ANTON BOULEVARD, FOURTEENTH FLOOR
COSTA MESA, CALIFORNIA 92626-1931
DIRECT ALL MAIL TO: POST OFFICE BOX 1950
COSTA MESA, CALIFORNIA 92628-1950
TELEPHONE 714-641-5100 FACSIMILE 714-546-9035
INTERNET ADDRESS www.rutan.com

ORANGE COUNTY
SILICON VALLEY
(408) 289-8777

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

M. Katherine Jenson
Direct Dial: (714) 641-3413
E-mail: kjenson@rutan.com

July 28, 2005

Ronald Pohl
Assistant City Attorney
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Re: Fee Agreement for Legal Services -- CEQA Action Against CalTrans

Dear Ron:

This letter will serve as our revised fee agreement for representation of the City with regard to the above-referenced legal action.

The hourly rate Rutan & Tucker would charge the City for legal services is the standard hourly rates of attorneys in our office which begin at \$170 per hour, with a cap of \$230 per hour. This is \$10 per hour more than our prior contracts, however it has been approximately 18 months since our last rate increase. Paralegals would be billed at an hourly rate of \$115 per hour, and documents clerks would be billed at \$45 per hour. Under this proposal, the City would be charged either the attorney's standard hourly rate, or \$230 per hour, whichever is less. I will be the lead attorney working on this matter, and Rob Bower, a Partner in this office, and Michael Houston, an associate in this office, may assist me with this matter. All of Rob, Michael and my time will be billed at \$230 per hour.

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.

C2005-176

COPY

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Ronald Pohl
July 28, 2005
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If this proposal is acceptable to the City, please execute and return a copy of this letter to me.

If you have any questions regarding this proposal, please call me at 1-800-76RUTAN.

Very truly yours,

RUTAN & TUCKER, LLP

M. Kathetine Jenson

The City of Torrance accepts the above proposal.

Dated: 08/08/05

By: Ronald Pohl
Ronald Pohl, Assistant City Attorney
City of Torrance

Dated: 8 August 2005

By: LeRoy J. Jackson
LeRoy J. Jackson, City Manager
City of Torrance

EXHIBIT B**FIRST AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES**

This First Amendment to the Fee Agreement for legal services ("Amendment") is made and entered into as of August 1, 2005 by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and the law firm of **RUTAN AND TUCKER, LLP** ("FIRM").

RECITALS:

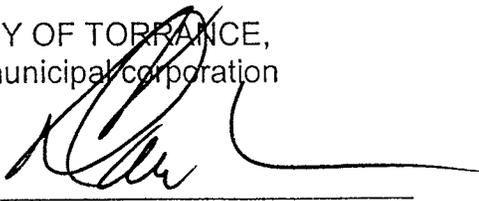
- A. CITY and FIRM entered into a Fee Agreement for legal services with regard to the CEQA Action against CalTrans (known as "Agreement") on July 28, 2005 in the amount of \$24,000. A copy of that Fee Agreement for Legal Services is attached as Exhibit A (Contract No. C2005-176).
- B. CITY is satisfied with the services of FIRM and desires to continue the use of this firm's representation of the City by increasing the available funding to FIRM by an additional \$60,000 for a total not to exceed amount of \$84,000.

C 2005-176

AGREEMENT:

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2. In all other respects, the Agreement dated July 28, 2005 between CITY and FIRM is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation



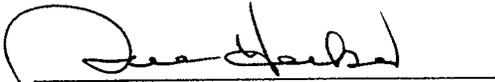
Dan Walker
Mayor

RUTAN AND TUCKER, LLP
a California partnership

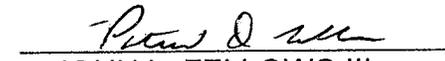
By: 

M. Katherine Jenson
Partner

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM:

By: 
JOHN L. FELLOWS III
City Attorney

Attachments: Exhibit A Fee Agreement