

Council Meeting of  
December 22, 2009

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

**Members of the Council:**

**SUBJECT: City Attorney – Approve Third Amendment to Fee Agreement (2008-188)**

**Expenditure: \$10,000**

**RECOMMENDATION**

Recommendation of the City Attorney that the City Council approve the Third Amendment to Fee Agreement (2008-188) with the law firm of Woodruff, Spradlin & Smart for an additional \$10,000 for a total not to exceed amount of \$99,000.

**Funding**

Funding is available from the Transit Department Enterprise Fund and the Self-Insurance Fund

**BACKGROUND AND ANALYSIS**

On September 16, 2008, the City Manager entered into Fee Agreement (Contract No. C2008-188) 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 Jewell v. City of Torrance.

On November 1, 2008, the City Manager approved a First Amendment to the Fee Agreement adding additional compensation for an amount not to exceed \$39,000.

On February 24, 2009, the City Council approved a Second Amendment to the Fee Agreement for additional funding for an amount not to exceed \$89,000.

The law firm has advised that additional funding is necessary to complete the settlement through Court approval with a Special Needs Trust.

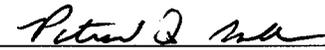
The City Attorney recommends that the City Council approve the Third Amendment to the Fee Agreement (Attachment A) with the law firm of Woodruff, Spradlin & Smart in an additional amount of \$10,000 for a total not to exceed amount of \$99,000.

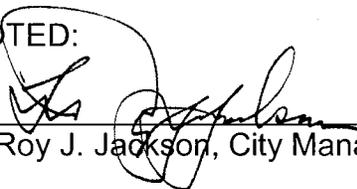
Respectfully submitted,

John L. Fellows III  
City Attorney

By   
\_\_\_\_\_  
Alice Rusa  
Management Associate

CONCUR:

  
\_\_\_\_\_  
John L. Fellows III, City Attorney

NOTED:  
  
\_\_\_\_\_  
LeRoy J. Jackson, City Manager

Attachment A) Third Amendment to Fee Agreement

## ATTACHMENT A

## THIRD AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This Third Amendment to Fee Agreement for legal services ("Third Amendment") is made and entered into as of November 1, 2009, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **WOODRUFF, SPRADLIN & SMART**, a professional corporation ("FIRM").

## RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on September 16, 2008, in the amount of \$24,000. A copy of that Fee Agreement is attached as Exhibit A (Contract No. C2008-188).
- B. On November 1, 2008, the City Manager approved a First Amendment to the Fee Agreement in an additional amount of \$15,000 for a total not to exceed amount of \$39,000. A copy of that First Amendment is attached as Exhibit B.
- C. On February 24, 2009, the City Council approved a Second Amendment to the Fee Agreement in an additional amount of \$50,000 for a total not to exceed amount of \$89,000. A copy of that Second Amendment is attached as Exhibit C.
- D. FIRM advised that an additional \$10,000 is required to fund the litigation in this matter through completion.

## AGREEMENT:

- 1. Services to be Performed by FIRM.  
FIRM will provide the services set forth in the original Fee Agreement which is incorporated into subsequent Amendments by this reference. FIRM warrants that all services set forth in the Fee Agreement and subsequent Amendments will be performed in a competent, professional and satisfactory manner.

2. FIRM's Fee.

For services rendered pursuant to this Third Amendment, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by this Amendment, exceed the sum of **\$99,000.00** unless otherwise first approved in writing by CITY.

3. In all other respects, the Agreement dated September 16, 2008, the First Amendment dated November 1, 2008 and the Second Amendment dated December 1, 2008 is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a municipal corporation

WOODRUFF, SPRADLIN &  
SMART, a professional corporation

By: \_\_\_\_\_  
Frank Scotto  
Mayor

By: \_\_\_\_\_  
Daniel K. Spradlin

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

- Exhibit A: Fee Agreement
- Exhibit B: First Amendment to Fee Agreement
- Exhibit C: Second Amendment to 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

September 16, 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: **Leigh Jewel v. City of Torrance**  
**LASC Case #: TC021739**

Dear Ms. Santos:

I am very pleased that the City of Torrance has requested that our firm assist in the representation of the City as associate counsel 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 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.

**COPY**  
 1st

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

C 20 08 - 1 8 8

September 16, 2008  
Page 2

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.

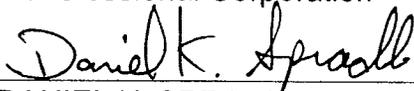
Acceptance of Engagement. If the terms as set forth in this letter are acceptable to the City, please have the enclosed copy executed by the appropriate representative of the City and return it to us. Unless terminated earlier by you or us, this engagement will end when we have completed the work described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

September 16, 2008  
Page 3

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"

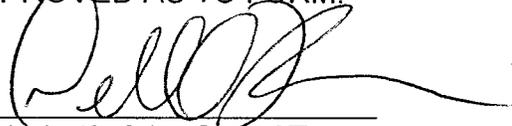
CITY OF TORRANCE

  
\_\_\_\_\_  
(Signature)

Dated: 22 Sept 2008

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*

## EXHIBIT B

## FIRST AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

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

## RECITALS:

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on September 16, 2008, in the amount of \$24,000. A copy of that Fee Agreement for Legal Services is attached as Exhibit A (Contract No. C2008-188)
- B. FIRM advised that an additional \$15,000 is required to fund the litigation in this matter through mediation.

## AGREEMENT:

1. Services to be Performed by FIRM.  
FIRM will provide the services set forth in the Fee Agreement attached as Exhibit A and incorporated into this First Amendment by this reference. FIRM warrants that all services set forth in the Fee Agreement and this Amendment will be performed in a competent, professional and satisfactory manner.
2. FIRM's Fee.  
For services rendered pursuant to this First Amendment, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by this Amendment, exceed the sum of **\$39,000.00** unless otherwise first approved in writing by CITY.
3. Conflict of Interest.  
FIRM warrants that all necessary conflict clearances have been obtained.

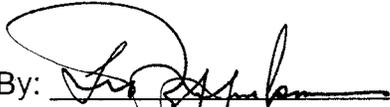
C 2 0 0 8 - 1 8 8

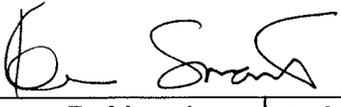
4. Business License.

FIRM will not be required to obtain a City business license.

CITY OF TORRANCE,  
a municipal corporation

WOODRUFF, SPRADLIN &  
SMART, a professional corporation

By:   
LeRoy Jackson,  
City Manager

By:   
~~Steven D. Manning~~   
Managing Partner

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

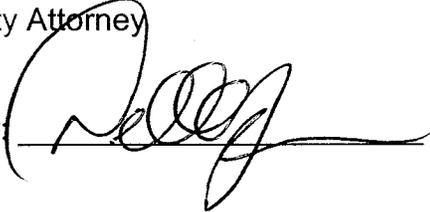
By: 

Exhibit A) Fee Agreement

**EXHIBIT C****SECOND AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES**

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

**RECITALS:**

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on September 16, 2008, in the amount of \$24,000 (Contract No. C2008-188).
- B. On November 1, 2008, the CITY MANAGER approved a First Amendment to the Fee Agreement in an additional amount of \$15,000 for a total not to exceed amount of \$39,000.
- C. FIRM advised that an additional \$50,000 is required to fund the litigation in this matter through completion.

C 2008-188

**AGREEMENT:**

1. Services to be Performed by FIRM.  
FIRM will provide the services set forth in the original Fee Agreement which is incorporated into subsequent Amendments by this reference. FIRM warrants that all services set forth in the Fee Agreement and subsequent Amendments will be performed in a competent, professional and satisfactory manner.
2. FIRM's Fee.  
For services rendered pursuant to this Second Amendment, FIRM will be paid in accordance with the Fee Agreement; provided, however, that in no event will the total amount of money paid the FIRM, for services contemplated by this Amendment, exceed the sum of **\$89,000.00** unless otherwise first approved in writing by CITY.

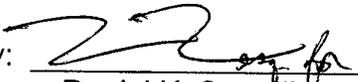
**ORIGINAL COPY**

- 3. Conflict of Interest.  
FIRM warrants that all necessary conflict clearances have been obtained.
  
- 4. Business License.  
FIRM will not be required to obtain a City business license.

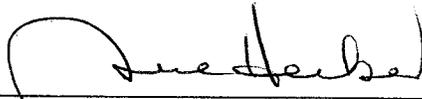
CITY OF TORRANCE,  
a municipal corporation

WOODRUFF, SPRADLIN &  
SMART, a professional corporation

By:   
Frank Scotto  
Mayor

By:   
Daniel K. Spradlin

ATTEST:

  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: 