

Council Meeting of
April 6, 2010

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

Members of the Council:

SUBJECT: City Attorney – Approve Fee Amendment for legal fees

Expenditure: \$20,000

RECOMMENDATION

Recommendation of the City Attorney that the City Council approve the First Amendment to Fee Agreement (C2009-067) with the Law Office of Robert D. Acciani to provide legal services in the matter of Christina Sandberg for the Estate of Rodney Sandberg v. City of Torrance, USDC Case No. CV08-08335 VBF (SSx), for an additional \$20,000 for a contract total not to exceed amount of \$70,000.

Funding

Funding is available from the Self-Insurance Fund.

BACKGROUND AND ANALYSIS

On April 8, 2009, the City Manager entered into Fee Agreement (Contract No. C2009-067) in an amount not to exceed \$50,000 with the Law Office of Robert D. Acciani to act as legal counsel on behalf of the City in the lawsuit of Christina Sandberg for the Estate of Rodney Sandberg v. City of Torrance, USDC Case No. CV08-08335 VBF (SSx).

Attorney has advised that an additional \$20,000 is required to fund the litigation.

The City Attorney recommends that the City Council approve the First Amendment to the Fee Agreement (Attachment A) with the Law Office of Robert D. Acciani in an amount not to exceed \$70,000.

Respectfully submitted,

John L. Fellows III
City Attorney

By 
Alice Rusa
Law Office Administrator

CONCUR:


John L. Fellows III, City Attorney

NOTED:


LeRoy J. Jackson, City Manager

Attachment A) First Amendment to Fee Agreement

FIRST AMENDMENT TO FEE AGREEMENT FOR LEGAL SERVICES

This First Amendment to Fee Agreement for legal services (“Agreement”) is made and entered into as of March 1, 2010, by and between the **CITY OF TORRANCE**, a municipal corporation (“CITY”), and the **Law Office of ROBERT D. ACCIANI**, a sole proprietorship (“ATTORNEY”).

RECITALS:

- A. CITY and ATTORNEY entered into a Fee Agreement for Legal Services (“Fee Agreement”) on April 8, 2009, in the amount of \$50,000. A copy of that Fee Agreement for Legal Services is attached as Exhibit A (Contract No. C2009-067).
- B. ATTORNEY has advised that an additional \$20,000 is required to fund the litigation of Christina Sandberg for the Estate of Rodney Sandberg v. City of Torrance, USDC Case No. CV08-08335 VBF (SSx).

AGREEMENT:

- 1. Section 2 entitled “ATTORNEY’s Fee” is amended in its entirety to read:
- 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 **\$70,000**, unless otherwise first approved in writing by CITY.

- 3. In all other respects, the Agreement dated April 8, 2009 is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

ROBERT ACCIANI, Attorney

Frank Scotto, Mayor

By: _____
Robert D. Acciani, Attorney

ATTEST:

Sue Herbers, City Clerk

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

By: _____

Exhibit A) Fee Agreement

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.

C2009-067

COPY

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

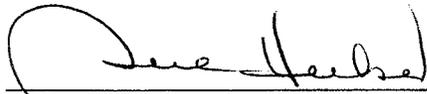


Frank Scotto, Mayor

By: 

Robert Acciani, Attorney

ATTEST:



Sue Herbers, City Clerk

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

By: 
