

Council Meeting of  
October 26, 2010

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

**Members of the Council:**

**SUBJECT: City Attorney – Approve Fee Agreement with Jerold A. Goddard, Esq.**

**Expenditure: Not to exceed \$25,000**

**RECOMMENDATION**

Recommendation of the City Attorney that City Council approve a fee agreement with Jerold A. Goddard, Esq. to represent the City in defending *Pitchess* motions, in the total amount not to exceed \$25,000.

Funding

Funding is available from the City Attorney's General Fund operating budget.

**BACKGROUND AND ANALYSIS**

Each year the city attorney's office receives an average of 32 requests from the police department to defend officers' personnel files against discovery requests made by criminal defendants. These motions are called *Pitchess* motions, since the first case on this subject involved the then-sheriff of Los Angeles County. The defendants are looking for material in personnel files to attack testifying officers' credibility, for example prior examples of excessive force, falsifying testimony or fabricating probable cause. Attorneys in our criminal prosecution unit cannot represent the City in *Pitchess* motions because they are charged with representing the People of the State of California.

There are four lawyers assigned to the civil division. Two of the lawyers handle civil litigation caseloads, which have numerous conflicts with the times *Pitchess* motions are heard in criminal court. The remaining two civil lawyers handle transactional and general advice matters; their workload makes it difficult if not impossible to respond and appear on *Pitchess* motions.

The city attorney therefore proposes contracting out defense of *Pitchess* motions and recommends to Your Honorable Body that the City contract with Jerold A. Goddard, Esq. to handle these matters.

Mr. Goddard is the retired city attorney of Redondo Beach. For the past several years he has been defending *Pitchess* motions brought against the personnel files of Redondo Beach police officers. In addition to his service as city attorney, Mr. Goddard has a very significant law enforcement background, which assists him in understanding the issues presented in *Pitchess* motions and in conveying that understanding to the affected officers and to courts. A copy of Mr. Goddard's resume is attached as Attachment A.

Mr. Goddard is willing to provide attorney services in *Pitchess* motions at the rate of \$100 per hour, which is a very reasonable rate for important work requiring considerable expertise. The city attorney recommends that Your Honorable Body approve a fee agreement with Mr. Goddard, authorize the mayor to sign and the city clerk to attest the same.

Respectfully submitted,

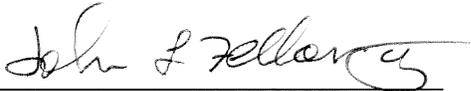
John L. Fellows III  
City Attorney

By



Alice Rusa  
Law Office Administrator

CONCUR:



John L. Fellows III, City Attorney

NOTED:



LeRoy J. Jackson, City Manager

Attachment A) Resume of Jerold A. Goddard, Esq.  
Attachment B) Proposed Fee Agreement with Mr. Goddard

**JEROLD A. GODDARD  
RESUME**

**LEGAL PRACTICE & PROFESSIONAL EMPLOYMENT:**

- Contract Municipal Law Attorney, (Present)
- Elected City Attorney Redondo Beach (Ret.), (1993 - 2005)
- Asst. Sup. & Legal Counsel - So. Bay Union High Sch. Dist., (1986 -93)
- Principal - Redondo Union High School (1980 - 1985)
- Attorney, Private Practice, Redondo Beach (1976 - 1979)
- City Councilman - Redondo Beach (1977 - 1985)
- Intern Deputy DA, LA County D.A. Office, Torrance Courts (1975 - 1976)
- Reserve Deputy Sheriff, Los Angeles County (1974 - present)
- Police Officer, City of Hermosa Beach (1968 - 1974)
- Successful Capitalist & Entrepreneur (1957 - Present)

**EDUCATION:**

- Public Educ. Admin Credential, Univ. of Southern California
- M.S. Public Administration – Univ. of Southern California
- California Teaching Credential, Univ. Southern California
- B.A. Hist/Pol Sci - University of Southern California
- A. A. Degree, El Camino College
- Redondo Union High School

**LAW:**

- Juris Doctorate. - Southwestern University School of Law
- Admitted to State Bar of California, Bar No. 68932
- Admitted to Federal Practice, Ninth Circuit
- Admitted to practice before the U. S. Supreme Court

## **MILITARY SERVICE:**

- United States Navy, (Retired – 30+ yrs total service, active & reserve)
- CAPT. USNR - JAGC – Senior Military Judge - Pacific Fleet
- Navy & Marine Corps Trans-Euro Military Judge Persian Gulf - Iraq War
- Graduate - National Judicial College, Univ. of Virginia - Certified Federal Criminal Law - (UCMJ Article 42b Certified as Federal Military Judge)
- FORCE JUDGE ADVOCATE - US Navy Pacific SEABEE Command
- STAFF JUDGE ADVOCATE - GROUP ONE - SPECIAL WARFARE
- Commanding Officer Navy Legal Services Long Beach, CA
- Graduate - US Naval War College - Justice School - (NAVY JAGC)  
(UCMJ Article 27b Certified for Military Practice)
- Executive Officer - 3<sup>rd</sup> Air Naval Gunfire Liaison Co. - 4<sup>th</sup> MAR DIV
- NGLO/FAC - USS Coral Sea - CVA-43
- NGLO/FAC - 1<sup>st</sup>B/4<sup>th</sup> MAR DIV - Navy Special Warfare, South East Asia
- Graduate Amphious Warfare School – Group One Spec/War
- Service Awards;
  - Navy Meritorious Service, Navy Commendation (Valor), Navy Achievement (two stars), (various unit action citations, Fleet Marine, & over-seas deployment service awards) - Qualified Gold Wing Jumper USMC

## **PROFESSIONAL & COMMUNITY SERVICE**

- S/R Assistant Sheriff , Reserve Forces Bureau - LA Co. Sheriff's Dept.
- Former LA Co. DPSS Commissioner (Supervisor Knobe rep.)
- Former President, Los Angeles County Prosecutors Association
- Member South Bay Bar Association
- League of Calif. Cities - City Attorney's Assoc. - Policy Board Member
- Happy Married Guy - Builder of Nostalgia (very fast) Muscle Cars

## **LAW ENFORCEMENT TRAINING AND EXPERIENCE**

**Feb 1968 - Hermosa Beach Police Department - Reserve Officer**

**Sep 1968 - Graduate LASD Reserve Academy – Class 16**

**May 1970 - Graduate El Camino College Administration of Justice Academy**

**Jun 1970 - Full-time Hermosa Beach Police Officer - Patrol**

**Jun 1970 - Jan 1974 - assigned various functions in HBPD Patrol and Detective Bureau**

**Feb 1974 - entered Sheriff's Reserve Program - lateral transfer**

**May 1974 - completed retraining - Graduation Sheriff's Academy - Specialist Class**

**Jun 1974 - assigned Lennox Station reserve Company**

**Nov 1974 - completed field training - assigned Patrol**

**1974 - 1993 - Lennox Station Reserve - worked various Department functions including:**

**Patrol - Jail - Dispatch - Detectives - Avalon - Marina Del Rey Bike & Boat Patrol**

**Aero Bureau Observer - Lawndale Parade Coordinator - Gang Enforcement Team**

**1979 - Promoted to Sgt. Lennox Reserve Company**

**1983 - Completed California Specialize Training Institute course Advanced Officer**

**Survival - San Luis Obispo**

**1983 - First Lennox Reserve Deputy to complete all Department training and qualify as member of Lennox Gang Enforcement Team - 10 years working gangs at Lennox OSS/GET**

**1985 - Promoted to Executive Lt. Lennox Reserve Company**

**1988 - Promoted to Captain Lennox Reserve Company**

**1990 - Selected for Reserve of the Year Award (based on hours worked and arrests made)**

**1993 - Promoted to Commander RFB Staff**

**Responsible for Region II Patrol - at various times supervised the following**

**Stations: Carson, Century, Industry, Lomita, Lennox, Malibu, Marina Del Rey, West**

**Hollywood - Participated in various RFB sub-committees - most recently revision to Reserve Manual**

**2005 - Promoted to Division Chief RFB Staff - Assigned Executive Staff Supervision for Speciality Units – Handled Internal Affairs Investigations as directed by Sheriff**

**2008 - Co-Chair for Reserve Leadership Conference**

**2008 - Reserve Integrity Unit - responsible for RFB personnel investigations**

**2009 – Promoted to Reserve Assistant Sheriff – Reserve Forces Bureau**



## FEE AGREEMENT FOR LEGAL SERVICES

This Fee Agreement for legal services ("Agreement") is made and entered into as of October 26, 2010, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and JEROLD A. GODDARD, ESQ., an individual ("ATTORNEY").

### RECITALS:

1. CITY wishes to retain the services of an experienced and qualified attorney to provide certain 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 *Pitchess* motions. *Pitchess* motions are brought by criminal defendants looking for material in police officer personnel files to be used to attack testifying officers' credibility. 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 \$100 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. Conflict of Interest.  
ATTORNEY warrants that all necessary conflict clearances have been obtained.

5. Insurance.

ATTORNEY is not required to maintain professional liability insurance. CITY will defend, hold harmless and indemnify ATTORNEY against any tort, except intentional torts, professional liability claim, demand, or other legal action, arising out of any alleged act or omission occurring solely within the performance of ATTORNEY's duties under this Agreement. CITY agrees that it will defend or compromise and settle any claims or suits and pay the amount of any settlements or judgments rendered, to the extent permitted by California law.

6. Business License Exemption.

CITY waives any requirement for ATTORNEY to obtain a City of Torrance business license for the purpose of work assigned pursuant to this Agreement.

CITY OF TORRANCE,  
a municipal corporation

JEROLD A. GODDARD, ESQ.,  
an individual

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

\_\_\_\_\_  
Jerold A. Goddard

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

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APPROVED AS TO FORM:

JOHN L. FELLOWS III  
 City Attorney

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