

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

**Members of the Council:**

**SUBJECT: City Manager** – Approve agreement amendment to provide legal services.  
**Expenditure:** \$50,500

**RECOMMENDATION**

Recommendation of the City Manager that City Council approve a first amendment to fee agreement with Rutan & Tucker (C 2010-207) to provide legal services and appropriate \$50,500 from the Economic Development Reserve for a total contract amount not to exceed \$60,000.

Funding

Funding is available in the Economic Development Reserve.

**BACKGROUND/ANALYSIS**

The City of Torrance entered into an Agreement to provide legal services to the City with regard to economic development specifically at the Del Amo Mall in September 2010. The process, although moving forward, has and will require extensive legal input and review. An initial contract was funded to begin the preliminary review and discussions for Del Amo. The need for ongoing legal service as City staff works with the Mall requires that the initial amount be adjusted to add sufficient funding for discussions as they develop. This proposed First Amendment to Fee Agreement to bring the overall contract amount from \$9,500 to an amount not to exceed \$60,000.

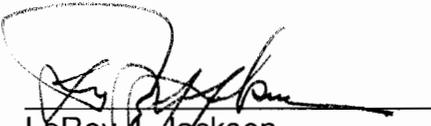
Respectfully submitted,

LeROY J. JACKSON  
CITY MANAGER

By

  
\_\_\_\_\_  
Brian K. Sunshine  
Assistant to the City Manager

CONCUR:

  
\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

Attachment: First Amendment to Fee Agreement

**FIRST AMENDMENT TO FEE AGREEMENT FOR  
LEGAL SERVICES (C2010-207)**

This First Amendment to Fee Agreement for legal services ("Amendment") is made and entered into as of April 5, 2011, by and between the **CITY OF TORRANCE**, a municipal corporation ("CITY"), and **RUTAN & TUCKER**, a limited liability partnership ("FIRM").

**RECITALS:**

- A. CITY and FIRM entered into a Fee Agreement for Legal Services ("Fee Agreement") on September 20, 2010, in the amount of \$9,500. A copy of that Fee Agreement for Legal Services – Del Amo Mall Incentive Package is attached as Exhibit A (Contract No. C2010-207.)
- B. The CITY is satisfied with the level of service provided by FIRM.
- C. Both parties wish to amend the contract to add an additional \$50,500 to the contract for an amount not to exceed the sum of \$60,000.

**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 **\$60,000** unless otherwise first approved in writing by CITY.

3. In all other respects, the Agreement dated September 20, 2010, between CITY and FIRM is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a municipal corporation

RUTAN & TUCKER,  
a limited liability partnership

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

By: \_\_\_\_\_  
M. Katherine Jenson,  
Partner

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Exhibit A) Fee Agreement

September 20, 2010

John L. Fellows, City Attorney  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503

Re: Fee Agreement for Legal Services -- Del Amo Mall Incentive Package

Dear John:

This letter will serve as Rutan & Tucker, LLP's fee agreement for legal representation rendered to the City with regard to the preparation of a financial incentive package of unknown scope to assist Simon Properties, Inc. in revamping the Del Amo Mall.

Pursuant to your request, Jeff Oderman will be the lead working attorney on this matter. Jeff's time will be billed at \$330 per hour. The hourly rate Rutan & Tucker would charge the City for legal services provided by attorneys other than Jeff is the standard hourly rates of attorneys in our office which begin at \$190 per hour, with a cap of \$300 per hour. Paralegals would be billed at an hourly rate of \$125 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 the agreed rate, whichever is less.

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.

If this proposal is acceptable to the City, please execute and return a copy of this letter to me.

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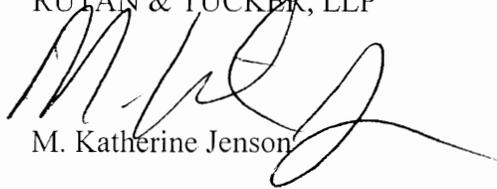
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John L. Fellows, City Attorney  
September 20, 2010  
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If you have any questions regarding this proposal, please call me at 1-800-76RUTAN.

Very truly yours,

RUTAN & TUCKER, LLP

  
M. Katherine Jenson

MKJ:lr

The City of Torrance accepts the above proposal.

Dated: 10/11/2010

By:   
John L. Fellows, City Attorney  
City of Torrance