



INGLEWOOD, CALIFORNIA

Tuesday, October 5, 2021

Inglewood



All-America City



2009

Web Sites:

www.cityofinglewood.org

www.cityofinglewood.org/839/Parking-Authority

AGENDA

INGLEWOOD PARKING AUTHORITY

CHAIRMAN

James T. Butts, Jr.

AUTHORITY MEMBERS

George W. Dotson, District No.

1

Alex Padilla, District No. 2

Eloy Morales, Jr., District No. 3

Dionne Faulk, District No. 4

SECRETARY

Aisha L. Thompson

TREASURER

Wanda M. Brown

EXECUTIVE DIRECTOR

Artie Fields

GENERAL COUNSEL

Kenneth R. Campos

P-1, A-3, & CSA-2. OFFICE OF THE CITY ATTORNEY/GENERAL COUNSEL

Staff report recommending approval of Amendment No. 4 to Agreement No. 18-118 with Miller Barondess, LLP, increasing the hourly rates for non-MSG related legal matters, for broad ranging legal advice, guidance, and representation.

Documents:

[A-3, CSA-2, P-1..PDF](#)

ADJOURNMENT INGLEWOOD PARKING AUTHORITY



CITY OF INGLEWOOD

OFFICE OF THE CITY ATTORNEY/GENERAL COUNSEL



DATE: October 5, 2021

TO: Mayor and Council Members
Chairman and Successor Agency Members
Chairman and Parking Authority Members

FROM: Office of the City Attorney
Office of the Successor Agency General Counsel
Office of the Parking Authority General Counsel

SUBJECT: Amendment No. 4 to Agreement No. 18-118 with Miller Barondess, LLP for Various Legal Services for the City of Inglewood, Successor Agency, and Parking Authority

RECOMMENDATION:

It is recommended that the Mayor/Successor Agency Chairman/Parking Authority Chairman and Council Members/Successor Agency Members/Parking Authority Members approve Amendment No. 4 to Agreement No. 18-118 with Miller Barondess, LLP (“Special Counsel”), increasing the hourly rates for non-MSG related legal matters, for broad ranging legal advice, guidance, and representation.

BACKGROUND:

On March 20, 2018, the City/Successor Agency/Parking Authority approved Agreement No. 18-118 with Special Counsel (collectively the “Parties”), for specialized legal services on an as-needed basis. There are three prior amendments to the Agreement:

- On February 5, 2019, Amendment No. 1 to Agreement No. 18-118 increased the hourly rate for attorney services to \$550/hour and increased the maximum not-to-exceed compensation amount to \$800,000;
- On January 14, 2020, Amendment No. 2 to Agreement No. 18-118 increased the hourly rates for attorneys and paralegals to \$650/hour and \$250/hour, respectively;
- On January 28, 2020, Amendment No. 3 to Agreement No. 18-118 established two separate and distinct rate tiers for legal services based on whether it involved Madison Square Garden (MSG) or non-MSG legal matters. For MSG related legal matters the hourly rates for attorneys and paralegals are \$650/hour and \$250/hour, respectively. For non-MSG related legal matters the hourly rates for attorneys and paralegals are \$450/hour and \$150/hour, respectively.

DISCUSSION:

Special Counsel is one of the top litigation firms in California. Named Partner Louis R. (Skip) Miller has served as the lead attorney under this Agreement for the past two years. He is an accomplished trial attorney, whose practice includes antitrust, securities, sports, entertainment, corporate takeover, energy, investment banking, defamation/First Amendment, entertainment, copyright, environmental, civil rights, real estate, contractor, partnership, inverse condemnation, unfair competition, and other areas of law.

A-3, CSA-2 & P-1.

Special Counsel's legal team also includes Partners J. Mira Hashmall and Jason H. Tokoro. Ms. Hashmall is a certified specialist in appellate law and has experience representing government agencies such as Los Angeles County and the City of Los Angeles in high profile matters. Mr. Tokoro is a litigator with extensive experience in the entertainment, professional, sports, real estate, and financial industries.

This proposed Amendment No. 4 will increase the hourly rates for non-MSG related legal matters for attorneys and paralegals to \$495/hour and \$165/hour, respectively.

The hourly rates for MSG-related legal matters will remain the same.

FINANCIAL/FUNDING ISSUES AND SOURCES:

Amendment No. 4 does not change the approved contract amount. Sufficient Funding to cover the increased hourly rates is available in the Fiscal Year 2021-2022 Budget under Account Code No. 001.099.9930.44899.00 (General Fund-Non-Departmental-Miscellaneous-Contract Services-Non-Departmental).

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1 – Amendment No. 4 to Agreement No. 18-118
Attachment No. 2 – Certificate of Insurance

PREPARED BY:

Kenneth R. Campos, City Attorney/General Counsel (Successor Agency and Parking Authority)

COUNCIL PRESENTER:

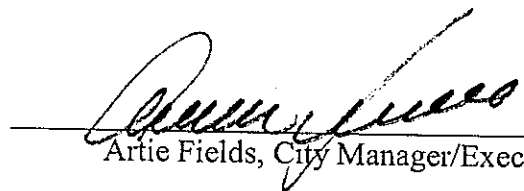
Kenneth R. Campos, City Attorney/General Counsel (Successor Agency and Parking Authority)

APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:


Kenneth R. Campos, City Attorney/General Counsel

CITY MANAGER/
EXECUTIVE DIRECTOR APPROVAL:


Artie Fields, City Manager/Executive Director

ATTACHMENT NO. 1

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AGREEMENT NO. _____

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 18-118 is made and entered into this _____ day of _____, 2021, between the City of Inglewood (“City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; the City of Inglewood as Successor Agency to the former Inglewood Redevelopment Agency (“Successor Agency”), a public body established pursuant to AB 26; the Inglewood Parking Authority (“Parking Authority”), a public body established pursuant to the Parking Law of 1949; and Miller Barondess, LLP (“Special Counsel”), with its principal place of business located at 1999 Avenue of the Stars, Suite 1000, Los Angeles, California 90067 (collectively referred to as the “Parties”).

WHEREAS, on March 20, 2018, the Parties entered into Agreement No. 18-118 for legal services in the amount of \$300,000; and

WHEREAS, on February 5, 2019, the Parties executed Amendment No. 1 to Agreement No. 18-118 to increase the maximum compensation from \$300,000 to \$800,000 and the hourly rate for attorney services from \$450/hour to \$550/hour; and

WHEREAS, on January 14, 2020, the Parties executed Amendment No. 2 to Agreement No. 18-118 to change the hourly rates for attorneys and paralegals to \$650/hour and \$250/hour, respectively; and

WHEREAS, on January 28, 2020, the Parties executed Amendment No. 3 to Agreement No. 18-118 to establish two separate and distinct rate tiers depending on whether the legal services were provided for Madison Square Garden (MSG) or non-MSG related legal matters; and

WHEREAS, the Parties desire to enter into this Amendment No. 4 to Agreement No. 18-118 to increase the hourly rates for non-MSG related legal matters;

NOW, THEREFORE, the Parties agree to amend Agreement No. 18-118 as follows:

SECTION 1. ARTICLE 5 – COMPENSATION is deleted in its entirety and replaced to read as follows:

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“ARTICLE 5 – COMPENSATION

The total compensation provided for pursuant to this Agreement, including expenses and costs actually and necessarily incurred, shall not exceed the sum of **EIGHT HUNDRED THOUSAND DOLLARS (\$800,000)**. If additional funds are necessary for the provision of services as authorized pursuant to this Agreement, such additional funds must be approved by Clients. The Clients are not obligated to pay Special Counsel for work done or expenses incurred in excess of the appropriated amount unless additional appropriations are made and a written amendment to this Agreement is executed by the Parties. Moreover, it is expressly understood and agreed that Special Counsel is serving in a limited capacity to the Clients and only those services which the City Attorney/General Counsel has authorized to be performed shall be compensable hereunder.

Special Counsel shall notify the City Attorney/General Counsel when Special Counsel’s expenditures under this Agreement are between sixty percent (60%) to eighty percent (80%) of the total dollar value appropriated so that the City Attorney/General Counsel has sufficient time to seek additional appropriation and written amendment to the Agreement.

A. Fees

The Clients agree to pay Special Counsel, for services faithfully rendered hereunder, at the following rates for all Madison Square Garden (MSG) legal matters:

Attorneys	\$650/hour
Paralegals	\$250/hour

The Clients agree to pay Special Counsel, for services faithfully rendered hereunder, at the following rates for all non-MSG legal matters:

Attorneys.....	\$495/hour
Paralegals.....	\$165/hour

Billing rates may only be increased with the prior written approval of the Clients.

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1 1. Attorney Billing. Unless the City Attorney/General Counsel has given
2 prior written approval, the Clients will not pay for more than one attorney performing
3 any particular task, including, but not limited to, representing the Clients at a meeting,
4 event, deposition, court hearing or other legal proceeding, conducting legal research,
5 reviewing documents, and drafting documents. The Clients will pay for the time
6 recorded by more than one attorney for in-office conferences as long as the conference is
7 an occasional and necessary strategy meeting relating to some significant legal event or
8 proceeding and not duplicative. The Clients are not required to pay for Special
9 Counsel's travel time to or from the City.

10 2. Paralegal Billing. Paralegals are ideally suited for performing legal
11 aspects of investigation, document management, preparing discovery and responses, as
12 well as focused research of procedural legal issues. Assignment of work to paralegals
13 shall not result in duplicative activities between attorneys and paralegals, or the
14 reworking or rewriting of paralegals' work product by attorneys. The Clients shall not
15 pay for paralegal time spent performing clerical/secretarial work, e.g., filing, indexing,
16 sorting, organizing, photocopying, and bates stamping documents.

17 3. Legal Research. Special Counsel has been chosen based upon their
18 knowledge and skill in particular areas of law. Generally, therefore, extensive legal
19 research should not be necessary. On the other hand, Clients recognize that each
20 assignment has its own unique circumstances and those circumstances may require
21 extensive legal research to be performed. No legal research beyond twenty (20) hours,
22 however, is authorized absent prior approval by the City Attorney/General Counsel.
23 Legal research includes the research of the issue and the drafting of any memoranda or
24 similar document related to the research. A copy of the work product must be provided
25 to the City Attorney/General Counsel.

26 B. Expenses and Costs

27 In addition to the hourly time charges, Special Counsel may be reimbursed for
28 expenses and costs actually and necessarily incurred. Absent prior written authorization

1 from the City Attorney/General Counsel, the Clients shall not pay for extraordinary
2 expenses incurred in any legal matter, including, but not limited to, expert witnesses,
3 consultant services, investigative services, computer litigation support services,
4 videotaping of depositions, travel expenses, including airfare, hotels, meals and rental
5 cars, and any other expense over one thousand dollars (\$1,000). If such expenses are
6 significant, Special Counsel may arrange for them to be billed directly to the Clients, if
7 the expenses were authorized by the City Attorney/General Counsel. The Clients will
8 not pay for business class or first class airfare or luxury hotels.

9 Special Counsel's reasonable ordinary expenses and costs do not require prior
10 written authorization from the City Attorney/General Counsel. These ordinary expenses
11 and costs, include, but are not limited to, photocopying and reproduction costs, notary
12 fees, court and deposition reporters' fees, long distance telephone charges, messenger
13 and delivery fees, postage, parking, mileage.

14 Except for the items listed below, all expenses and costs will be charged at
15 Special Counsel's cost.

16	Standard Duplication or Photocopying:	10 cents/page
17	Color Duplication or Photocopying:	25 cents/page
18	Facsimile Charges:	No Charge
19	Mileage:	IRS rate

20 C. Invoice

21 Special Counsel shall submit monthly invoices of all legal services, expenses and
22 costs incurred during a billing period. All invoices shall contain the invoice date and
23 number in sequential order, the billing period (beginning and end date) covered by the
24 invoice, and the total fee for legal services, expenses and costs for the billing period.

25 For legal services, the invoice shall contain the following details: (1) the name,
26 job title and hourly rate of each person performing a legal service; (2) a brief description
27 of the legal service performed, including case name and number, if any; (3) the date the
28 legal service was performed; (4) the time each person spent performing a legal service

1 billed at one-tenth (0.1) of an hour; (5) the total fee billed per person; and (6) the total
2 fee billed for all persons.

3 For expenses and costs, the invoice shall include the following details: (1) a
4 description of the expense or cost and the related matter, including case name and
5 number, if any; (2) the date the expense or cost was incurred; and (3) the actual cost paid
6 by Special Counsel or the total cost based on the payment rate specified above.

7 Special Counsel shall certify on each invoice that it is entitled to receive the
8 amounts requisitioned. Each invoice shall be in the form and number of copies
9 requested by the Clients.

10 Payment shall be made as soon as practicable in the ordinary course of the
11 Clients' business, after the Clients have approved the invoice for payment. Special
12 Counsel shall maintain proper records (time sheets, receipts, bills, invoices, etc.) of the
13 hours worked and the expenses and costs incurred pursuant to this Agreement and such
14 records shall be open at any reasonable time for inspection by the Clients."

15 **SECTION 2.** All other terms, provisions and conditions in Agreement No. 18-
16 118 shall remain in full force and effect.

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1 **IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 4 to
2 Agreement 18-118 as of the date and year first written above.

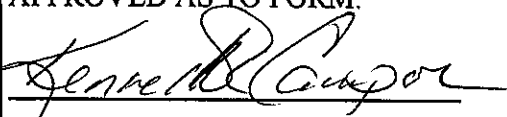
3 **CITY OF INGLEWOOD**

MILLER BARONDESS, LLP

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6 _____
James T. Butts, Jr., Mayor


7 _____
Louis R. Miller, Esq., Special Counsel

7 **ATTEST:**
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10 _____
Aisha L. Thompson, City Clerk


11 **APPROVED AS TO FORM:**
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13 _____
14 Kenneth R. Campos, City Attorney


15 **INGLEWOOD PARKING**
16 **AUTHORITY**

SUCCESSOR AGENCY
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18 _____
James T. Butts, Jr., Chairman

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20 **ATTEST:**
21
22 _____
Aisha L. Thompson, Secretary

ATTEST:
23 _____
Aisha L. Thompson, Agency Clerk

24 **APPROVED AS TO FORM:**
25 
26 _____
27 Kenneth R. Campos, General Counsel

APPROVED AS TO FORM:
28 
_____ Kenneth R. Campos, General Counsel

ATTACHMENT NO. 2



MILLE12

OP ID: RF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ahern Insurance Brokerage 9655 Granite Ridge Dr., #500 San Diego, CA 92123 Kelley L. Milks, CIC CRM RPLU	858-571-9030 CONTACT NAME: Kelley L. Milks, CIC CRM RPLU PHONE (A/C, No, Ext): 858-571-9030 FAX (A/C, No): 858-571-9010 E-MAIL ADDRESS: kmilks@aherninsurance.com
INSURED Miller Baroness LLP 1999 Avenue of the Stars #1000 Los Angeles, CA 90067	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
NAIC # 35378	

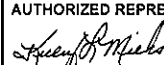
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<i>9/27/21</i> <i>826</i> <i>Khe</i>			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Claims Made Lawyer Professional Liab			MKLV3PLA000103	06/22/2021	06/22/2022	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deductible \$250,000 each claim;

CERTIFICATE HOLDER EVIDENCE OF INSURANCE	EVIDENC CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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