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

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

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

B. Expenses and Costs

In addition to the hourly time charges, Special Counsel may be reimbursed for expenses and costs actually and necessarily incurred. Absent prior written authorization
from the City Attorney/General Counsel, the Clients shall not pay for extraordinary
costs incurred in any legal matter, including, but not limited to, expert witnesses,
consultant services, investigative services, computer litigation support services,
videotaping of depositions, travel expenses, including airfare, hotels, meals and rental
cars, and any other expense over one thousand dollars ($1,000). If such costs are
significant, Special Counsel may arrange for them to be billed directly to the Clients, if
the expenses were authorized by the City Attorney/General Counsel. The Clients will
not pay for business class or first class airfare or luxury hotels.

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

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

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

C. Invoice

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

For legal services, the invoice shall contain the following details: (1) the name,
job title and hourly rate of each person performing a legal service; (2) a brief description
of the legal service performed, including case name and number, if any; (3) the date the
legal service was performed; (4) the time each person spent performing a legal service
billed at one-tenth (0.1) of an hour; (5) the total fee billed per person; and (6) the total fee billed for all persons.

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

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

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

SECTION 2. All other terms, provisions and conditions in Agreement No. 18-118 shall remain in full force and effect.
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to Agreement 18-118 as of the date and year first written above.

CITY OF INGLEWOOD

MILLER BARONDESS, LLP

James T. Butts, Jr., Mayor

ATTEST:

Aisha L. Thompson, City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos, City Attorney

INGLEWOOD PARKING AUTHORITY

SUCCESSOR AGENCY

James T. Butts, Jr., Chairman

ATTEST:

Aisha L. Thompson, Secretary

APPROVED AS TO FORM:

Kenneth R. Campos, General Counsel

James T. Butts, Jr., Chairman

ATTEST:

Aisha L. Thompson, Agency Clerk

APPROVED AS TO FORM:

Kenneth R. Campos, General Counsel
ATTACHMENT NO. 2
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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(s) 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

CONTACT
NAME: Kelley L. Milks, CIC CRM RPLU
PHONE: 858-571-9030
FAX: 858-571-9010
E-MAIL: kmilks@aherninsurance.com

INSURER(S) AFFORDING COVERAGE
NAIC #
Evanston Insurance Company
35378

INSURED
Miller Barondess LLP
1999 Avenue of the Stars #1000
Los Angeles, CA 90067

COVERAGES

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.

PER
LMT
TYPE OF INSURANCE
AMT
SUB/INS.
NO.
POLICY NUMBER
POLICY EFF
INCEPTION
DATE
POLICY EFF
EXPIRATION
DATE
LIMITS

COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE

OCCUR

AUTOMOBILE LIABILITY

ANY AUTO

OWNED

AUTOS ONLY

SCHEDULED

AUTOS

NON-OWNED

AUTOS ONLY

UMBRELLA LIABILITY

EXCESS LIABILITY

DED

RETENTIONS

WORKERS' COMPENSATION
AND EMPLOYER'S LIABILITY

Y/N

N/A

DESCRIPTION OF OPERATIONS:

A Claims Made Lawyer
Professional Liab

MKLV3PLA000103

06/22/2021

06/22/2022

Per Claim

Aggregate

5,000,000

5,000,000

Deductible $250,000 each claim;

CERTIFICATE HOLDER
EVIDENCE OF INSURANCE

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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