



# CITY OF INGLEWOOD

## OFFICE OF THE CITY ATTORNEY



**DATE:** March 17, 2015

**TO:** Mayor and Council Members

**FROM:** Office of the City Attorney

**SUBJECT:** Agreement between Majesty Law Group and the City of Inglewood for Legal Services Rendered

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### **RECOMMENDATION:**

It is recommended that the Mayor and Council members approve an Agreement with Majesty Law Group to provide legal services to the City in the amount of \$50,000. (General Fund)

### **BACKGROUND:**

In January 2015, the City retained the services of Ms. JoAnna Esty of the law firm Majesty Law Group to assist it with copyrighting the City's videos and determining if an individual is allowed to make derivative works of the City's videos without the City's permission.

### **DISCUSSION:**

Ms. Esty has been a practicing attorney for over 25 years. Ms. Esty regularly litigates complex civil intellectual property matters in federal and state courts. She has represented clients in administrative proceedings before state, federal and regulatory agencies, and has handled litigation of patent infringement disputes in various technology areas such as licensing of computer software and hardware systems. She has also served as the co-editor of New Matter, the periodical published by the IP Section of the State Bar of California and taught legal courses at the University of Southern California.

She has discounted her normal fees to assist the City in this matter. Ms. JoAnna Esty is the principal attorney and her hourly rate is \$300 per hour and \$100 per hour for law clerk and paralegal assistance.

### **FINANCIAL/FUNDING ISSUES AND SOURCES:**

Sufficient Funds are available in the Council-approved Fiscal Year 2014-2015 budget under Account Code No. 001.099.9930.44899.00 (General Fund-Non-Departmental- Contract Services-Non-Departmental).

**LEGAL REVIEW VERIFICATION:**



This report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

**FINANCE REVIEW VERIFICATION:**



This report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

**DESCRIPTION OF ANY ATTACHMENTS:**

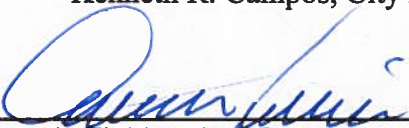
Agreement for Legal Services

**APPROVAL VERIFICATION SHEET**

**PREPARED BY:** Kenneth R. Campos, City Attorney

**COUNCIL PRESENTER:** Kenneth R. Campos, City Attorney

**DEPARTMENT HEAD APPROVAL:**   
Kenneth R. Campos, City Attorney

**CITY MANAGER APPROVAL:**   
Artie Fields, City Manager

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**AGREEMENT NO.:** \_\_\_\_\_

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301 and Majesty Law Group, a Professional Law Corporation (hereinafter referred to as "Special Counsel,") with its principal place of business located at 6080 Center Drive, 6<sup>TH</sup> Floor, Los Angeles, California 90045.

**WHEREAS**, the Special Counsel has represented the City in copyright and propriety matters; and

**WHEREAS**, the City is desirous of continuing this professional relationship; and

**WHEREAS**, Special Counsel is desirous of continuing to provide the City with legal representation and to be capable, qualified and experienced in providing such services and representation.

**NOW, THEREFORE**, the City and Special Counsel (hereinafter collectively referred to as the "Parties"), hereto agree as follows:

**ARTICLE 1 - SCOPE OF SERVICES**

Special Counsel agrees to render legal services to the City when and as requested by the City Attorney and under his direction.

Legal services to be performed by Special Counsel under this Agreement may include, but are not limited to the rendering of legal advice and consultation, the drafting and preparation of necessary legal documents to effectuate the best interests of the City, and all appearances required by the court in litigation involving the City. Also, Special Counsel has the authority to retain experts to assist it in the representation of the City.

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**ARTICLE 2 - DUTIES OF THE CITY**

The City shall provide Special Counsel with such information as is possessed by the City and which is normally supplied to attorneys performing such services.

**ARTICLE 3 - RESPONSIBLE ATTORNEY**

The Parties hereto agree that, unless otherwise specifically designated or agreed to by the City, **JoAnna Esty, Esq.**, shall be personally responsible for and supervise all matters assigned to and handled by Special Counsel. The City shall have the right to designate other specific attorneys associated with Special Counsel to handle any particular matter or matters.

**ARTICLE 4 - COMPENSATION**

The City agrees to pay Special Counsel, for services faithfully rendered hereunder, at the following rates:

- Senior Principal Level Associates .....\$300.00 per hour
- Law Clerk and Paralegal.....\$100.00 per hour

The total compensation provided for pursuant to this Agreement shall not exceed Fifty Thousand and 00/100 dollars (\$50,000). If additional funds are necessary for the provision of services as authorized pursuant to this Agreement, such additional funds must be approved by the City.

In addition to the hourly time charges, Special Counsel shall be reimbursed for expenses actually and necessarily incurred including, but not limited to photocopying, long distance telephone charges, facsimile communication charges, overnight courier services, postage, travel expenses, filing fees, hiring of experts and similar expenses customarily separately billed by Special Counsel to its clients. If such expenses are significant, Special Counsel may arrange for them to be billed directly to the City, if the expenses were authorized by the City Attorney.

It is understood and agreed that Special Counsel is serving in a limited capacity to the City and only those services which the City Attorney has

1 authorized to be performed shall be compensable hereunder. Special Counsel shall  
2 invoice the City on a monthly basis for all work done and shall specify the number  
3 and dates of hours worked during the preceding month. Special Counsel shall  
4 certify on each invoice that it is entitled to receive the amounts requisitioned.  
5 Each invoice shall be in the form and number of copies requested by the City.

6 Payment shall be made as soon as practicable in the ordinary course of the  
7 City's business, after the City has approved the invoice for payment. Special  
8 Counsel shall maintain proper records of the hours worked pursuant to this  
9 Agreement and such records shall be open at any reasonable time for inspection by  
10 the City.

11 **ARTICLE 5 - INSURANCE REQUIREMENTS**

12 Special Counsel shall provide and maintain, during the term of this  
13 Agreement, professional malpractice liability insurance in the amount of  
14 \$1,000,000.00, as evidenced by a Certificate of Insurance. The Certificate of  
15 Insurance shall be filed with the City upon execution of this Agreement. The  
16 Certificate of Insurance shall be reviewed for approval by the City Attorney or  
17 designee.

18 **ARTICLE 6 - FINDINGS CONFIDENTIAL**

19 All reports, documents, findings and conclusions, and any and all similar  
20 documents prepared or assembled by Special Counsel under this Agreement are  
21 confidential. Special Counsel agrees that no documents prepared or assembled by  
22 it under this Agreement shall be made available to any individual or organization  
23 without prior written approval of the City, unless required by law.

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27 **ARTICLE 7 - NON-ASSIGNABILITY**

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1 Special Counsel shall not assign any interest in this Agreement and shall  
2 not transfer any interest in the same, whether by assignment or novation, without  
3 prior written approval of the City.

4 **ARTICLE 8 - NOTICE**

5 Any notices given pursuant to this Agreement shall be deemed received and  
6 effective when properly addressed, posted, and deposited in the United States mail  
7 addressed to the respective Parties as follows:

8 City Attorney:

9 Kenneth Campos, Esq.  
10 City Attorney  
11 One Manchester Boulevard,  
12 Suite 860  
13 Inglewood, CA 90301-1750

Special Counsel:

JoAnna Esty, Esq.  
Majesty Law Group  
6080 Center Dr., 6<sup>TH</sup> Fl,  
Los Angeles, California 90045

14 with a copy to:

15 Yvonne Horton, City Clerk  
16 One Manchester Boulevard,  
17 Inglewood, CA 90301

18 **ARTICLE 9 - EQUAL EMPLOYMENT OPPORTUNITY**

19 Special Counsel agrees that during the performance of this Agreement, it  
20 shall not discriminate against any employee or applicant for employment because  
21 of race, creed, religion, color, sex, sexual orientation, age, disability or national  
22 origin.

23 **ARTICLE 10 - CHANGES, AMENDMENTS AND MODIFICATIONS**

24 No changes, amendments or modifications to this Agreement shall be  
25 effective unless in writing and signed by authorized representatives of the Parties  
26 hereto.

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28 **ARTICLE 11 - TERMINATION**





1 render the Agreement meaningless with regard to a material term in which event  
2 the entire Agreement shall be void. If such condition, covenant, or other provision  
3 shall be deemed invalid due to its scope of breadth, such provision shall be deemed  
4 valid to the extent of the scope of breadth permitted by law.

5 **ARTICLE 15 - MISCELLANEOUS**

6 The Parties waive any benefits from the principles of contra proferentum  
7 and interpreting ambiguities against drafters. No party shall be deemed to be the  
8 drafter of this Agreement, or of any particular provision or provisions, and no part  
9 of this Agreement shall be construed against any party on the basis that the  
10 particular party is the drafter of any part of this Agreement.

11 Article titles, paragraph titles or captions contained herein are inserted as a  
12 matter of convenience and for reference, and in no way define, limit, extend, or  
13 describe the scope of this Agreement or any provision hereof.

14 **ARTICLE 16 - ENTIRE AGREEMENT**

15 This Agreement and any agreement, document or instrument attached  
16 hereto or referred to herein, integrate all the terms and conditions mentioned  
17 herein or incidental hereto, and supersede all oral negotiations and prior writings  
18 with respect to the subject matter hereof. In the event of any conflict between the  
19 terms, conditions and provisions of this Agreement and any other such agreement,  
20 document or instrument, the terms, conditions and provisions of this Agreement  
21 shall prevail.

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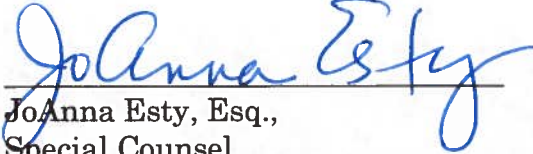
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of  
the date and year first above written.

**CITY OF INGLEWOOD**

**MAJESTY LAW GROUP**

\_\_\_\_\_  
James T. Butts, Jr.,  
Mayor

  
\_\_\_\_\_  
JoAnna Esty, Esq.,  
Special Counsel

ATTEST:

\_\_\_\_\_  
Yvonne Horton,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth Campos,  
City Attorney



**COLUMBIA CASUALTY COMPANY  
DECLARATIONS  
ATTACHING TO AND FORMING PART OF**

**Member – JamisonPro  
Purchasing Group, Ltd.**

**INTELLECTUAL PROPERTY LAWYERS PROFESSIONAL LIABILITY POLICY**

**NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE BOTH FIRST MADE AGAINST AN INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

Administered by: **Herbert L. Jamison & Co., L. L. C.**  
20 Commerce Drive, Second Floor  
Cranford, NJ 07016

Lawyers Policy No.: **IPL425434385**

*2/25/15  
OK  
KAC*

<b>1. NAMED INSURED:</b> Majesty Law Group PLC	
<b>ADDRESS:</b> 9719 Pulaski Highway Middle River, MD 21220	
<b>2. POLICY PERIOD:</b> 12:01 AM Standard Time at the address shown in Item 1 above.	From: 08/22/14 To: 08/22/15
<b>3. LIMITS OF LIABILITY:</b>	
A) \$ 1,000,000	Each claim – damages and claims expenses
B) \$ 2,000,000	Aggregate – damages and claim expenses
C) \$ 1,000,000	Each claim death or disability and non-practicing extended reporting period limit of liability – damages and claim expenses
D) \$ 2,000,000	Aggregate death or disability and non-practicing extended reporting period limit of liability – damages and claim expenses
<b>4. DEDUCTIBLE:</b> \$ 5,000	Each claim – damages and claim expenses
<b>5. ANNUAL PREMIUM:</b> \$5,472.00	<b>PREMIUM TAX:</b> \$164.16 <b>STAMPING FEE:</b> \$ 0.00
<b>6. RETROACTIVE DATE:</b>	08/22/11
<b>7. FORMS AND ENDORSEMENTS ATTACHING TO THIS POLICY:</b>	CNA67560XX (1-14) .
<b>8. REPORT ALL CLAIMS TO:</b>	CNA Specialty Claim P.O. Box 8317 Chicago, Illinois 60680-8317 Email: LPLNewClaims@cna.com Fax: (866) 419-6308 Online: www.cna.com/claims <b>Lawyers Claim Reporting Questions: (800) 540-0762</b>

AUTHORIZED REPRESENTATIVE: *Sean M. Patwell* Date: 08/22/14

This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.