

Inglewood



California

Approved for Agenda

By

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OFFICE OF THE CITY ADMINISTRATOR

February 1, 2005

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANITA WILLIS, CITY ATTORNEY

SUBJECT: CONTRACT WITH THE LAW OFFICES OF CAROL D. CODRINGTON

RECOMMENDATION

It is recommended that the Mayor and Council Members approve an agreement with the Law Offices of Carol D. Codrington.

BACKGROUND and DISCUSSION

The City is currently engaged in multiple litigation including the matter of *Flemmie White vs City of Inglewood*. Ms. Codrington and her firm is highly experienced in such matters, having previously litigated on behalf of the cities of Inglewood; Los Angeles, California; the Los Angeles Unified School District as well as various corporate and public entity clients. A condensed firm resume' accompanies this staff report.

Ms. Codrington, who will be the lead attorney on the matters assigned to her firm, has in excess of 17 years of experience in municipal litigation.

Ms. Codrington has previously provided excellent service to the City. Ms. Codrington's hourly fee is \$175/hour for partners, \$160 per hour for associates and \$100/hour from paralegals and law clerks. This fee is within the mid-range of fees paid to outside counsel. It is recommended that \$50,000 be encumbered to provide compensation for the matters on which the firm is currently working and for new cases which may be assigned to it.

A-2

Community Beautification and Economic Development

February 1, 2005

Mayor and Council Members

Re: Contract with Carol D. Codrington, Esq.

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FISCAL IMPACT

Funds are available in account number 001-099-9930-4899 (General Fund – Non-Departmental – Miscellaneous – Contract Services).

Prepared by: Anita C. Willis, City Attorney

Encls: Contract Agreement

1 AGREEMENT No. _____

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3 THIS AGREEMENT is made and entered into this ____ day of
4 _____, 2005 by and between the City of Inglewood, a municipal
5 corporation and charter city (hereinafter referred to as "City") and CAROL D.
6 CODRINGTON, Esq., Law Offices of Carol D. Codrington with its principal place
7 of business located at 3255 Wilshire Blvd., Suite 1520, Los Angeles, California
8 90010 ("Special Counsel").

9 WHEREAS, Special Counsel has represented the City in the past; and

10 WHEREAS, City is desirous of re-establishing this professional
11 relationship; and

12 WHEREAS, Special Counsel represents itself to be capable, qualified and
13 experienced in providing such services and representation and desirous of
14 continuing its relationship with City;

15 NOW THEREFORE, in consideration of the premises the parties hereto
16 agree as follows:

17 1. SCOPE OF SERVICES

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

20 Legal services to be performed by Special Counsel under this Agreement
21 may include, but are not limited to the rendering of legal advice and consultation;
22 the drafting and preparation of necessary legal documents to effectuate the best
23 interests of City, and all appearances required by the court in the cases assigned
24 to Special Counsel.

25 2. DUTIES OF CITY

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

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3. RESPONSIBLE ATTORNEY

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

4. COMPENSATION

City agrees to pay for the services of partners of Special Counsel, for services faithfully rendered hereunder, at the rate of \$175.00 (one hundred seventy-five dollars) per hour; City agrees to pay for the services of associate attorneys at the rate of \$160.00 (one hundred sixty dollars) per hour; and City agrees to pay for the services of paralegals and law clerks at the rate of \$100.00 (one hundred dollars) per hour.

The total compensation provided for pursuant to this agreement shall not exceed Fifty Thousand Dollars (\$50,000.00) dollars. 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 Council.

In addition to 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 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 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 City and only those services which the City Attorney has authorized to be performed shall be compensable hereunder. Special Counsel shall invoice City on a monthly basis for all work done and shall specify the number and dates of

1 hours worked during the preceding month. Special Counsel shall certify on each
2 invoice that it is entitled to receive the amounts requisitioned. Each invoice shall
3 be in the form and number of copies requested by City.

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

8 5. INSURANCE REQUIREMENTS

9 Special Counsel shall provide and maintain, during the term of this
10 Agreement, professional malpractice liability insurance in the amount of
11 \$1,000,000.00, as evidenced by a Certificate of Insurance. The Certificate of
12 Insurance shall be filed with City upon execution of this Agreement. The
13 Certificate of Insurance shall be reviewed for approval by the City Attorney or his
14 designee.

15 6. FINDINGS CONFIDENTIAL

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

21 7. NON-ASSIGNABILITY

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

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8. NOTICE

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

City:
Yvonne Horton, City Clerk
City of Inglewood
One Manchester Boulevard, Suite 860
Inglewood, CA 90301-1750

With a copy to:
Anita C. Willis, City Attorney
City of Inglewood
One Manchester Boulevard, Suite 860
Inglewood, CA 90301-1750

Special Counsel:
Carol D. Codrington
Law Offices of
Carol D. Codrington
3255 Wilshire Blvd., Suite 1520
Los Angeles, CA 90010-1414

9. EQUAL EMPLOYMENT OPPORTUNITY

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

10. CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the parties hereto.

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11. TERMINATION

(A) City shall have the right, at any time, to terminate Special Counsel's services upon written notice to Special Counsel. Any notice of termination shall be given in accordance with the requirements of numerical section 8, herein. Special Counsel, upon receipt of a written notice of termination, shall immediately cease to render additional services to City. Such termination shall not, however, relieve City of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

(B) If City fails to meet any of its obligations under this Agreement, or if any irreconcilable differences arise between Special Counsel and City in connection with this Agreement, Special Counsel shall have the right to terminate this Agreement. Such termination shall not, however, relieve City of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

12. ENTIRE AGREEMENT

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

13. APPLICABLE LAW

This Agreement shall be governed by and construed under the laws of the State of California.

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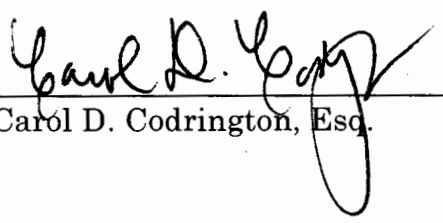
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1 IN WITNESS WHEREOF, City and Special Counsel have executed this
2 Agreement as of the date and year first above written.

3 Law Offices of
4 CAROL D. CODRINGTON

CITY OF INGLEWOOD

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6 _____
7 Carol D. Codrington, Esq.

Roosevelt Dorn, Mayor

ATTEST:

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Yvonne Horton, City Clerk

APPROVED AS TO FORM:

Anita C. Willis, City Attorney

LAW OFFICES OF CAROL D. CODRINGTON
A FULL SERVICE LAW PRACTICE
3255 Wilshire Boulevard, Suite 1520
Los Angeles, CA 90010-1414
Telephone (213)388-8892
Facsimile (213)384-2083 • Direct Fax (213) 388-4558

The Law Offices of Carol D. Codrington is a civil litigation firm specializing in the areas of liability defense for municipalities, government agencies, school districts, insurance companies, private entities and individuals. Our services include representing and advising our clients on such diverse matters as personal injury, employment and labor law issues, collective bargaining, employment contracts, layoffs, employee discipline, employment discrimination, civil rights, government contracting, public tort liability, insurance coverage, disability law, student discipline, nonprofit foundations, law practice management and internal audits. The firm has the unique experience of having been retained to provide advice and legal representation by *both plaintiffs and defendants* these practice areas which is a considerable advantage to the firm's clients.

Carol D. Codrington, Esq.

Carol D. Codrington has nearly 18 years of experience in handling a wide range of litigation in state and federal court. In addition to civil rights and disability law, Ms. Codrington is experienced in handling complex litigation in the area of municipality law, school law, and issues facing law enforcement agencies. Ms. Codrington has represented municipalities, police departments, fire departments and other public agencies in class actions, complex litigation, high profile and high exposure matters. Ms. Codrington has also provided risk management counseling, cost control advice and litigation management training to in-house legal departments and staff. Carol Codrington has been a featured lecturer at continuing legal education seminars on numerous topics including Disability Law, Effective Discovery Techniques, Litigation Management and Trial Preparation.

Ms. Codrington began her career in 1986 as an associate with the law firm of Burke, Robertson & Pearman, under the supervision of Yvonne Braithwaite Burke. Ms. Codrington handled civil litigation in the areas of personal injury and business litigation. In 1989 she joined Mallory, Brown-Curtis & Mallory, where she was named partner in 1996. During her 8 year tenure with the firm, Ms. Codrington specialized in complex litigation and liability defense for various corporations, municipalities, and insurance companies. The firms clients included the City of Inglewood, the City of Los Angeles, K-Mart Corporation, Hughes Aircraft, Liberty Mutual Insurance Company, Southland Corporation among others.

Thereafter, Carol Codrington had the unique opportunity to return to her Law School Alma Mater, to teach Disability Law and handle civil rights litigation in cases impacting individuals with disabilities. As Director of Litigation and a full time adjunct professor at the Western Law

Center for Disability Rights at Loyola Law School, Ms. Codrington taught Disability Law and the Civil Rights Litigation Externship. Ms. Codrington reorganized and implemented a case management system for the Civil Rights Litigation Department while simultaneously maintaining her practice and fulfilling her teaching obligations. Ms. Codrington conducted numerous continuing legal education courses in the area of Disability Law (Americans with Disabilities Act (the ADA), the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act and Civil Rights Litigation, Employment Discrimination and Law Practice Management.

In 1999, Ms. Codrington joined the Office of the Los Angeles City Attorney, Police Litigation Section, where she was assigned complex civil rights and employment litigation for the City of Los Angeles and the Los Angeles Police Department in the advent of the Rampart Scandal. Carol Codrington also advised the Department on internal policies and procedures and training requirements to facilitate compliance with the Americans with Disabilities Act (ADA) and other civil rights statutes. Ms. Codrington assisted the Department with developing procedures to reduce risk exposure for allegations of racial profiling and procedures for detaining and arresting individuals with disabilities. While at the Office of the City Attorney, Ms. Codrington also conducted continuing legal education seminars in the areas of Disability Law and Employee Relations. In 2001, Ms. Codrington joined the Office of the General Counsel (OGC) of the Los Angeles Unified School District, as Associate General Counsel, II, where her assignments included Team Leader, Special Education Legal Department and the General Litigation Pilot Project. Ms. Codrington developed procedures to assist the General Counsel with coordinating litigation between the legal teams and developed strategies to reduce litigation costs by increasing the use of in-house legal counsel to handle administrative hearings and various litigated matters. Ms. Codrington also assisted the General Counsel with implementing the Reorganization Plan of 2001, and developed operating procedures for the OGC and cost containment measures for retained outside counsel.

Ms. Codrington received her Bachelor of Arts Degree from Loyola Marymount University, Cum Laude and her Juris Doctorate Degree from Loyola Law School in Los Angeles. She is very active in state and local bar associations and has served in many capacities including but not limited to President of Black Women Lawyers Association of Los Angeles, Inc., Chair, State Bar of California, Ethnic Minority Relations Committee, Member of the State Bar of California Law Practice Management Section, Member of the Los Angeles County Bar Association, Law Practice Management Section, Member of the African American City Attorneys Association, Member Langston Bar Association; Barristers of Los Angeles County Bar Community Action Committee; Member National Bar Association; Member California Women Lawyers Association; Business Development Committee - Women Lawyers Association of Los Angeles; Member, Board of Directors, Century City Bar Association; Member Executive Committee California Minority Counsel Program, Member California Association of Black Attorneys, Member, Los Angeles County Bar Association; Commissioner, Institute for Policy Studies-Citizens Commission on U. S. Drug Policy.

Rachel D. Young, Esq.

Rachel Young brings over 25 years of legal experience in the areas of labor and employment, transactional law, entertainment law and intellectual property law and general civil litigation to the firm. Ms. Young has experience in representing federal agencies and private corporations in these areas of practice. She started her practice with the National Labor Relations Board in 1978. For over nine years Ms. Young investigated unfair labor practices, conducted administrative hearings and handled federal litigation in the United States District Court. In 1987, Ms. Young joined the Alliance of Motion Picture and Television Producers where she represented producers and studios in collective bargaining and enforcement of collective bargaining agreements.

In 1990, Ms. Young was recruited by Warner Brothers Television where she drafted contracts and agreements and negotiated and drafted licensing agreements in the legal department. Ms. Young was also responsible for providing risk management counseling and trouble shooting services to producers, production companies and creative departments. Ms. Young was instrumental in conducting cutting edge research and providing state of the art legal advise on in the burgeoning area of intellectual property issues for the Television Studio. She been in private practice since 2000, handling entertainment, intellectual property, licensing and transactional matters for numerous clients and entertainment companies. She presently handles litigation in the areas of entertainment law, intellectual property, labor and employment, contract disputes, law and motion, general civil litigation and transactional matters at the Law Offices of Carol D. Codrington. Ms. Young also assists clients with Law Practice Management, Law Office Reorganizations and general business development matters.

Ms. Young received her Bachelor of Arts Degree from Stanford University and her Juris Doctorate Degree from Boalt Hall School of Law, University of California, Berkeley. Ms. Young is active in local bar associations, having served as President of the John M. Langston Bar Association and currently serving on the Board of Directors of Black Women Lawyers Association of Los Angeles Foundation.

Our firm strives to provide our clients with the highest quality legal services at a reasonable price. We believe that the key to delivering top quality legal services, as judged by the client, is constant communication. It is our practice to provide clients with case or matter cost estimates and strategy plans at the beginning of any matter and to remain in constant communication about the status of the case so that the client with the advise of the firm, will be able to make intelligent, timely and cost effective decisions about particular cases and matters. We also strive to provide ongoing risk management and training seminars to help our clients avoid unnecessary exposure to potential liability. This understanding is the result of many years of experience serving public entities, including experience as in-house counsel for municipalities, public agencies, non-profit organizations and private corporations. If you have any questions concerning the above, or need further information, please do not hesitate to contact Carol D. Codrington at (213)388-8892.