

1 **AGREEMENT FOR LEGAL SERVICES**

2 (NON-LITIGATION)

3 **34081**

4 THIS AGREEMENT FOR LEGAL SERVICES is made and entered, in  
5 duplicate, as of October 29, 2015, for reference purposes only, by and between LAW  
6 OFFICES OF MICHAEL M. PETERS ("Special Counsel") and the CITY OF LONG BEACH,  
7 a municipal corporation ("City").

8 WHEREAS, the City Attorney has identified a need for the legal services of  
9 Special Counsel and Special Counsel is willing and able to perform those services; and

10 WHEREAS, the City and Special Counsel must cooperate to deliver quality  
11 legal services in an efficient manner and desire to follow the parameters of this Agreement  
12 toward that end;

13 NOW THEREFORE, in consideration of the mutual terms and conditions  
14 contained herein, the parties agree as follows:

15 1. SCOPE OF SERVICES. Special Counsel shall perform all legal  
16 services necessary and appropriate to the Matter for which Special Counsel has been  
17 engaged, namely: Civil Service Disciplinary Hearings (the "Services" or the "Matter"). The  
18 City has engaged Special Counsel because Special Counsel is uniquely qualified in the  
19 area of law required.

20 2. ENGAGEMENT OF OTHER COUNSEL, SPECIALISTS, EXPERTS  
21 AND COURT REPORTERS.

22 A. Because the City has engaged Special Counsel due to its  
23 expertise and reputation, Special Counsel and the City Attorney or designee will  
24 agree on a staffing profile that identifies the partners, associates, and paralegals  
25 who are authorized to work on the Matter, including their respective billing rates,  
26 which will be attached as Addendum subsequent to execution of this Agreement.  
27 Individuals whose names are not included in the staffing profile may not work on the  
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1 Matter without the prior approval of the City Attorney, or designee. The City  
2 reserves the right to refuse to pay for work performed by any individual whose name  
3 is not listed or who has not received such prior approval, or whose rate has not been  
4 approved.

5 B. Special Counsel shall not select, hire or otherwise incur any  
6 obligation to pay other counsel, specialists, consultants, or experts for services in  
7 connection with the Matter without the prior written approval of the City Attorney or  
8 designee. The City reserves the right to refuse to pay for work performed by any  
9 individual or firm

10 C. Special Counsel shall use court reporters from the City  
11 Attorney's approved list, and shall bill their services at the City's negotiated rates.

12 3. FEE. City shall pay to Special Counsel in due course of payments  
13 compensation at the hourly rates identified in the staffing profile and reimbursement of  
14 costs as further described herein and in the "Guidelines" also attached hereto, not to  
15 exceed Two Hundred Thousand Dollars (\$200,000), unless otherwise agreed by the  
16 parties in writing.

17 4. 75% CONTRACT AMOUNT NOTICE. The City will not pay Special  
18 Counsel for any fees incurred in excess of the total amount allotted to this Agreement,  
19 which is set forth as the "not-to-exceed" amount shown in Section 3 of this Agreement.  
20 Special Counsel shall provide thirty (30) days advance written notice to the City Attorney  
21 whenever it has reason to believe that fees it expects to incur under this Agreement, when  
22 added to all fees and costs previously incurred, will approach exceeding seventy-five  
23 percent (75%) of the total not-to-exceed amount. The notice shall state the estimated  
24 amount of and the reasons why, additional funds are required to continue performance  
25 under the Agreement.

26 5. BILLING.

27 A. Special Counsel shall keep a record of time spent on the matter  
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1 in increments of one-tenth (.1) of an hour.

2 B. Each task shall be distinctly and completely identified; the City  
3 will not pay invoices which contain block billing. The billing entry must contain the  
4 name or initials of the individual performing the task, the nature of the task, the date  
5 it was performed, and the length of time it took.

6 C. The City will not pay for the use of attorneys and paralegals to  
7 perform Services which are secretarial or administrative.

8 D. The City reserves the right to audit all invoices. The City will  
9 not pay for costs incurred by Special Counsel in preparing an invoice, correcting it,  
10 or resubmitting it.

11 E. Special Counsel shall submit invoices no later than the fifteenth  
12 (15th) day of the month following the month in which Services were performed and  
13 actual costs incurred. If Special Counsel submits invoices after said date, then the  
14 invoice(s) may be subject to a discount of ten percent (10%) for each month or  
15 portion thereof that the invoice is not timely submitted.

16 6. COSTS. The City will reimburse Special Counsel for the reasonable  
17 costs incurred by Special Counsel as a result of its representation of the City in the Matter,  
18 in accordance with the Guidelines. Costs shall be actual, without the addition of  
19 administrative or overhead charges, and must be documented. The City will not pay for  
20 costs that do not contain supporting documentation satisfactory to the City Attorney, or  
21 designee.

22 7. WRITTEN BUDGET.

23 A. Within thirty (30) days of commencing work, Special Counsel  
24 shall submit a written budget estimating the total fees and costs expected to be  
25 incurred by the City in connection with pursuing the Matter to full completion. The  
26 budget shall reflect major assumptions, identify specific work phases and provide  
27 an estimate of the cost of each phase. The budget shall be reviewed quarterly by  
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1 Special Counsel unless intervening events necessitate earlier review or as  
2 otherwise directed by the City Attorney or designee.

3 B. Any updated or revised budget shall point out and explain each  
4 material modification or change from previous budgets.

5 C. In addition to the foregoing and any other requirements set forth  
6 in this Agreement, the City Attorney or designee may at any time request a written  
7 report, a written budget and timeline for the Matter. If requested, the budget shall  
8 include all projected fees and costs to be incurred by Special Counsel for the Matter,  
9 commencing on the date that Special Counsel receives the request. The budget  
10 and timeline shall include the specific tasks to be performed (including such things  
11 as discovery and motions for trial, preparation of documents for transactional  
12 services, and anticipated research and investigations). Special Counsel shall  
13 identify the projected total hours that will be billed and who will be performing those  
14 hours of service, plus fees and costs for each task. The budget and timeline shall  
15 be a good faith estimate and as complete as possible. Any deviation from the  
16 budget and any deviation over 10% on any task identified on the budget must be  
17 discussed in advance with the City Attorney or designee, and the billing related to  
18 that task is subject to adjustment so as to conform to the budget. In addition, the  
19 City Attorney or designee may request a written budget and timeline similar to the  
20 one described above, but relating specifically to one or more tasks necessary to the  
21 Matter.

22 D. Special Counsel shall consult closely with, and obtain prior  
23 written approval of the City Attorney or designee, before hiring or otherwise incurring  
24 any obligation to pay other counsel, specialists, consultants, experts, or undertaking  
25 any unusual or high-dollar expenditure in connection with the Matter. Failure to  
26 obtain said prior written approval, or failure to submit a written budget as required  
27 under this Agreement, may result in a denial in payment of invoices.

1           8.     TERM. The term of this Agreement shall begin at 12:01 a.m. on  
2 October 29, 2015 and shall end when the Matter is concluded or on fifteen (15) days' prior  
3 notice from the City to Special Counsel.

4           9.     INSURANCE. As a condition precedent to the effectiveness of this  
5 Agreement, Special Counsel shall procure and maintain at its expense for the duration of  
6 this Agreement from insurance companies admitted to write insurance in California or from  
7 authorized non-admitted insurance companies that have ratings of or equivalent to A.VIII  
8 by A.M. Best Company professional liability or errors and omissions liability insurance in  
9 an amount not less than One Million Dollars (\$1,000,000) per claim.

10                     Any self-insurance program, self-insured retention or deductible must  
11 be separately approved in writing by the City's Risk Manager or designee and shall protect  
12 the City, its officials, employees and agents in the same manner and to the same extent  
13 as they would have been protected had the policy or policies not contained retention or  
14 deductible provisions. Each insurance policy shall be endorsed to state that coverage shall  
15 not be reduced, non-renewed, or canceled except after thirty (30) days' prior written notice  
16 to the City, and shall be primary and not contributing to any other insurance or self-  
17 insurance maintained by the City, its officials and employees. Special Counsel shall notify  
18 the City in writing within five (5) days after any insurance required herein has been voided  
19 by the insurer or canceled by the insured.

20                     Special Counsel shall deliver to the City certificates of insurance and  
21 original endorsements for approval as to sufficiency and form prior to the start of  
22 performance hereunder. The certificate and endorsements for each insurance policy shall  
23 contain the original signature of a person authorized by that insurer to bind coverage on its  
24 behalf. The procuring or existence of insurance shall not be deemed or construed as a  
25 limitation on Special Counsel's liability or as performance of or compliance with any  
26 indemnity provisions herein. City reserves the right to require complete certified copies of  
27 all policies at any time. Special Counsel shall make available to the City all books, records,  
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1 and other information relating to the insurance required herein during normal business  
2 hours. Any modification or waiver of the insurance requirements herein shall only be made  
3 with the approval of the City Risk Manager or designee. In addition, Special Counsel shall,  
4 at least thirty (30) days prior to expiration of the insurance required hereunder, furnish to  
5 the City certificates of insurance and endorsements evidencing renewal of such insurance.

6 10. CONFLICT OF INTEREST. Special Counsel, by executing this  
7 Agreement, certifies that, at the time Special Counsel executes this Agreement and for the  
8 duration of this Agreement, Special Counsel does not have and will not perform services  
9 for any other client which would create a conflict as between the interests of the City  
10 hereunder and the interests of such other client, subject to written waiver by the City.

11 11. NONDISCRIMINATION. In connection with performance of Services  
12 and subject to applicable rules and regulations, Special Counsel shall not discriminate on  
13 the basis of race, religion, national origin, color, age, sex, sexual orientation, gender  
14 identity, AIDS, HIV status, handicap, or disability. It is the policy of the City to encourage  
15 the participation of Minority Business Enterprises and Women-owned Business  
16 Enterprises and the City urges Special Counsel to do likewise.

17 12. MISCELLANEOUS.

18 A. This Agreement shall not be amended, nor any provision or  
19 breach hereof waived except in writing signed by the parties which refers to this  
20 Agreement.

21 B. This Agreement shall be governed by and construed pursuant  
22 to the laws of the State of California. Special Counsel shall comply with all laws,  
23 ordinances, rules, and regulations covering performance of Services.

24 C. This Agreement, including the Guidelines and exhibits, if any,  
25 constitutes the entire understanding between the parties and supersedes all other  
26 agreements, oral or written, with respect to the Services and the Matter.

27 D. If there is any inconsistency or ambiguity between this  
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Agreement, the Guidelines, or the Addendum, this Agreement shall control.

E. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and court costs (including appeals).

F. The acceptance of Services or payment of money by the City shall not operate as a waiver of any provision of this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

G. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or entered for the purpose of creating any benefit or right for any person or entity that is not a party to this Agreement.

13. NOTICE. Notice shall be in writing and personally delivered or deposited in the U.S. Mail, first class, postage prepaid to Special Counsel at 400 Oceangate, Suite 700, Long Beach, CA 90802, Attn.: Michael M. Peters and to the City at 333 West Ocean Boulevard, 11th Floor, Long Beach, California 90802, Attn.: City Attorney. Notice may be given by fax to the City Attorney at (562) 436-1579 and to Special Counsel at (562) 420-6444, provided that duplicate notice is simultaneously delivered or mailed. Notice shall be deemed given on the date of personal delivery or forty-eight hours after deposit in the mail. Notice of change of address shall be given as described herein for other notices.

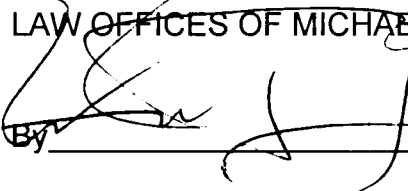
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1 IN WITNESS WHEREOF, the parties have caused this document to be  
2 executed with all of the formalities required by law as of the date first stated above.

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4 SPECIAL COUNSEL

5 LAW OFFICES OF MICHAEL M. PETERS

6 DATED: 11/18/15

7 By  \_\_\_\_\_

8 Title: OWNER

9 "Special Counsel"

10 \* CITY OF LONG BEACH, a municipal  
11 corporation


12 DATED: \_\_\_\_\_

13 By \_\_\_\_\_  
14 City Manager

15 "City"

16 DATED: 11-18-15

17 CHARLES PARKIN, City Attorney

18 By  \_\_\_\_\_  
19 City Attorney

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27 \* The City Manager's signature is only required in the event the total contract amount  
28 exceeds the \$200,000 threshold requiring City Council approval.

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664



**GUIDELINES FOR BILLING**

In addition to the provisions stated in the Agreement, the following guidelines for billing apply:

1. The City expects each individual working on the Matter to have the necessary experience to perform the Services required to protect or pursue the City's interests in the Matter in a cost effective manner.

2. The City expects Special Counsel to select the individual most suitable for the task required and the specific needs of the Matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by the City based on rate adjustments for the appropriate level of personnel.

3. The City will not pay for unnecessary review of texts, codes, rules of court, or other fundamental references. The City will pay the hourly rate for specific legal research which is unique to the Matter, assuming that Special Counsel has used maximum efficiencies and that Special Counsel has not already performed research in the same or similar areas of law.

4. The City acknowledges the benefit of communications between attorneys in the firm. The City does, however, expect that intra-office conferences will only be held as needed, and will be kept to a minimum. Intra-office conferences shall be for the purpose of discussing strategy and legal issues which directly further the Matter. The City will not pay for conferences which are supervisory or instructional (including conferences regarding case management). Any invoice which lists an intra-office conference that exceeds these guidelines must contain a full explanation and is subject to reduction by the City. The City will not pay for "team meetings" and the City will scrutinize all intra-office conferences for "value added" to the Matter by the intra-office conference, for the number of individuals attending the intra-office conference, the length of the conference, the

1 subject(s) discussed at the conference and who participated in it and will, in the City's sole  
2 discretion, determine if such value was added.

3 5. The City will not pay for local telephone calls; incoming facsimiles;  
4 postage; time spent on filing, calendaring, indexing pleadings, and photocopying;  
5 conferences with Clerks of Court or court reporters; proofreading; re-drafting due to  
6 substandard work; time billed by summer associates; time for more than one individual at  
7 a trial, hearing, court appearance, arbitration, mediation, deposition, third party meeting,  
8 conference call or similar event (unless approved in advance by the City); opening, closing  
9 or organizing files; or other similar tasks.

10 6. Vague billing which does not contain sufficient information to allow the  
11 City's reviewer of the invoice to determine the nature of the task, the reason for the task  
12 and the individual performing the task is subject to reduction by the City. Examples of  
13 vague billing include but are not limited to the following: Attention to Matter, Review cases  
14 and issues, Conference, Review correspondence, Arrangements, Telephone call,  
15 Discovery, Trial Preparation, Meeting, Update strategy, Motion work, Work on case or  
16 project, Pleadings, Work on file or discovery, Prepare for "xxx", Review documents, Legal  
17 Research or analysis.

18 7. All services billed by attorneys and paralegals must be actual legal  
19 services requiring the expertise of a legal provider. The City will not pay for more than  
20 eight (8) hours of Services per day without a detailed explanation of the need for time over  
21 eight hours and may reduce the invoice if the explanation is unsatisfactory, in the City's  
22 sole discretion.

23 8. The City will reimburse for facsimiles sent but not received by Special  
24 Counsel and photocopies made at a rate not to exceed \$.12 per page; the number of pages  
25 of facsimiles and to whom they were sent, and the number of pages or photocopies made  
26 must appear on the invoice. Special Counsel shall limit the making of photocopies and the  
27 sending of facsimiles. The City will reimburse actual costs for computerized legal research  
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1 if it is reasonable and necessary; however, these charges are subject to review by the City.

2 9. The City will not reimburse for overtime, word processing (document  
3 production), supplies, anything identified on an invoice as "miscellaneous", or any other  
4 unidentified charges.

5 10. Special Counsel shall normally use the U.S. Mail and regular attorney  
6 services to send and to file papers and other materials. The City reserves the right to  
7 reduce excessive charges for messengers and Federal Express or other similar services  
8 which are not fully explained or which are not necessary, in the City's determination.

9 11.

10 A. The City will reimburse travel costs of Special Counsel only as  
11 described herein. Travel costs not addressed in these Guidelines are not  
12 reimbursable. Travel costs must be reasonable. The City will not reimburse for  
13 travel by more than one person of Special Counsel, unless approved in writing by  
14 the City Attorney or designee in advance of such travel. The City will not reimburse  
15 for excess costs caused by an indirect route chose for Special Counsel's personal  
16 reasons.

17 B. As used in these Guidelines, "local travel" means travel that is  
18 100 miles or less from the office of Special Counsel or from his/her home. "Extended  
19 travel" means travel that is more than 100 miles from the office of Special Counsel  
20 or from his/her home.

21 C. The City will not reimburse for local travel. However, the City  
22 will reimburse for the actual cost of parking that is necessitated by local travel. The  
23 City will not reimburse for meals in connection with local travel. While Special  
24 Counsel is on local travel, the City will pay fifty percent (50%) of the hourly rate of  
25 Special Counsel.

26 D. The City must approve all extended travel in advance. The City  
27 will reimburse fifty percent (50%) of the actual costs of extended travel, unless  
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Special Counsel can substantiate the need for full reimbursement. Special Counsel shall use its best efforts to make airline reservations far enough in advance to take advantage of reduced air fares and shall take advantage of other promotional air fares that reduce costs. In any case, travel by air shall be at economy, coach, or other lower fare. The City will not reimburse for travel insurance.

E. Special Counsel should use a rental car while on extended travel only when necessary and when the cost of a rental car will be less than other forms of ground transportation. If the use of a rental car meets the preceding criteria, then the City will reimburse for a compact vehicle for one person, a mid-sized vehicle for two persons, and a standard size vehicle for three or more persons. The City will not reimburse for luxury vehicles, vans, or 4x4 vehicles.

F. The City will reimburse Special Counsel, while on extended travel, for the reasonable, actual costs for meals, excluding the cost of alcoholic beverages, and for lodging at hotels which are moderately priced for the locale, but will not reimburse for laundry or movies.

G. Special Counsel shall submit a travel expense report on the City's form after completing extended travel. Special Counsel shall submit receipts or other evidence of payment relating to each item for which Special Counsel seeks reimbursement.

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lana Beach, CA 90802-4664

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ADDENDUM

NAME	POSITION/TITLE	HOURLY RATE
<i>Michael M. Peters</i>	<i>Attorney</i>	<i>\$ 200 / hr</i>
<i>Matthew D. Fischer</i>	<i>ASSOC. Attorney</i>	<i>\$ 200 / hr</i>



# CERTIFICATE OF LIABILITY INSURANCE

PETE-17

OP ID: AN

DATE (MM/DD/YYYY)

06/24/15

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 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).

<b>PRODUCER</b> <b>Narver Insurance</b> 641 W. Las Tunas Drive PO Box 1509 San Gabriel, CA 91778-1509 <b>WESLEY HAMPTON HOUSE</b>	<b>626-943-2200</b>  <b>626-299-1010</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Westport Insurance Corporation INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	<b>FAX (A/C, No):</b>   <b>NAIC #</b> <b>39845</b>
<b>INSURED</b> <b>Law Offices Michael M. Peters</b> <b>Micheal M. Peters, Esquire</b> 400 Oceangate, Suite 700 Long Beach, CA 90802			

**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 SUBR INSR_WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Prof Liab</b>		<b>TBD</b>	<b>07/01/15</b>	<b>07/01/16</b>	<b>Per Claim 1,000,000</b>
						<b>Aggregate 1,000,000</b>

**APPROVED AS TO FORM**  
 11-18-15  
*Charles Parkin*  
**CHARLES PARKIN, City Attorney**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Law Office. \*Ten (10) days notice of cancellation in the event of non-payment of premium.

<b>CERTIFICATE HOLDER</b>  <b>FOR PROOF OF COVERAGE ONLY</b>	<b>PROOF CO</b>	<b>CANCELLATION</b> 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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