

1 **AGREEMENT FOR LEGAL SERVICES**

2 (NON-LITIGATION)

3 **33738**

4 THIS AGREEMENT FOR LEGAL SERVICES is made and entered, in  
5 duplicate, as of October 14, 2014 for reference purposes only, by and between  
6 SHEPPARD MULLIN ("Special Counsel") and the CITY OF LONG BEACH, a municipal  
7 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  
12 Agreement 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: providing counsel and appropriate documentation of the development  
18 of a new civic center, pursuant to a public-private procurement process (the "Services" or  
19 the "Matter"). The City has engaged Special Counsel because Special Counsel is  
20 uniquely qualified in the area of law required.

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

23 A. Because the City has engaged Special Counsel due to its  
24 expertise and reputation, Special Counsel and the City Attorney or designee will  
25 agree on a staffing profile that identifies the partners, associates, and paralegals  
26 who are authorized to work on the Matter, including their respective billing rates,  
27 which will be attached as Addendum subsequent to execution of this Agreement.  
28 Individuals whose names are not included in the staffing profile may not work on

1 the 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  
3 name is not listed or who has not received such prior approval, or whose rate has  
4 not been 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,  
22 when added to all fees and costs previously incurred, will approach exceeding seventy-  
23 five 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  
28 matter in increments of one-tenth (.1) of an hour.

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

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

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

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

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

21          7. WRITTEN BUDGET.

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

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

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

24 8. TERM. The term of this Agreement shall begin at 12:01 a.m. on  
25 October 9, 2014 and shall end when the Matter is concluded or on fifteen (15) days' prior  
26 notice from the City to Special Counsel.

27 9. INSURANCE. As a condition precedent to the effectiveness of this  
28 Agreement, Special Counsel shall procure and maintain at its expense for the duration of

1 this Agreement from insurance companies admitted to write insurance in California or  
2 from authorized non-admitted insurance companies that have ratings of or equivalent to  
3 A.VIII by A.M. Best Company professional liability or errors and omissions liability  
4 insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.

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

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

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

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

12           12. MISCELLANEOUS.

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

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

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

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

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

28           F. This Agreement is intended by the parties to benefit



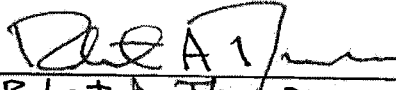
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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

SPECIAL COUNSEL  
SHEPPARD MULLIN

DATED: October 9, 2014

By   
Robert A. Thompson  
Title: Partner

"Special Counsel"

CITY OF LONG BEACH, a municipal corporation


DATED: 10-14-14

By   
Charles Parkin, City Attorney

"City"

This Agreement is approved as to form on October 14, 2014.

CHARLES PARKIN, City Attorney

By   
Deputy



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 subject(s) discussed at the conference and who participated in it

1 and will, in the City's sole discretion, determine if such value was added.

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

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

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

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

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

4           10.    Special Counsel shall normally use the U.S. Mail and regular  
5 attorney services to send and to file papers and other materials. The City reserves the  
6 right to reduce excessive charges for messengers and Federal Express or other similar  
7 services which are not fully explained or which are not necessary, in the City's  
8 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  
15 reimburse for excess costs caused by an indirect route chose for Special  
16 Counsel's personal 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.  
19 "Extended travel" means travel that is more than 100 miles from the office of  
20 Special Counsel 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.  
23 The 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  
27 City will reimburse fifty percent (50%) of the actual costs of extended travel, unless  
28 Special Counsel can substantiate the need for full reimbursement. Special

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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.

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ADDENDUM

NAME	POSITION/TITLE	HOURLY RATE
Robert Thompson	Partner	\$550
David Madway	Partner	\$550
Aaron Sobaski	Partner	\$550
Katharine Allen	Associate	\$550
Alex Merritt	Associate	\$440

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



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415.434.3947 main fax  
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Robert A. Thompson  
(415) 774-3213 direct  
rthompsonsheppardmullin.com

October 9, 2014

File Number: 000E-105139

**VIA ELECTRONIC MAIL**

Richard Anthony  
Deputy City Attorney  
333 West Ocean Boulevard  
Long Beach, CA 90802-4664

Re: Waiver of Conflict of Interest

Dear Rich:

Sheppard, Mullin, Richter & Hampton LLP ("SMRH") has been retained to represent the City of Long Beach (the "City"), pursuant to an Agreement for Legal Services between the City and Sheppard Mullin Richter and Hampton LLP. SMRH may be asked to also represent the City in the future in connection with other engagements. Any past, present and future engagement of SMRH by the City is referred to in this letter individually and collectively as the "City Engagement."

As required by California law and Rules of Professional Conduct governing attorneys (the "Ethical Rules"), the purpose of this letter is to make disclosures and to obtain the consent of the City to SMRH acting both as counsel for the City and also acting as counsel for any persons other than the City (individually and collectively, "Private Parties"), now or in the future, in matters not substantially related to any City Engagement ("Unrelated Matters"). This letter serves as the City's written waiver of Section 10. Conflict of Interest of the Agreement for Legal Services.

Our firm has many attorneys and multiple offices. Consequently, SMRH currently represents and in the future may represent numerous Private Parties who may have dealings with the City. The ability of SMRH to maintain and sustain its relationships with Private Parties who are clients is critical to SMRH. Therefore, the execution and delivery of this consent and waiver by the City is an essential condition to our acceptance of the City Engagement.

Unrelated Matters in which SMRH represents Private Parties (but not the City) may involve seeking discretionary or ministerial approvals by the City or affiliated agencies or authorities in connection with land use, building, construction or other matters; representation of plaintiffs or defendants in civil actions; representation of defendants in civil or criminal enforcement actions; and transactions between Private Parties and the City such as preparing and negotiating

# SheppardMullin

City of Long Beach  
October 9, 2014  
Page 2

leases, agreements, licenses, or other documents. SMRH may also represent Private Parties in litigation, arbitration, audits, examinations, inquiries, administrative appeals, and other adversarial proceedings in which the interests of the Private Parties are adverse to the interests of the City.

Concurrently representing more than one client with interests adverse to each other, although in separate and unrelated matters, may have disadvantages to each client. Performance of the attorney's duties of loyalty, confidentiality and competence might be affected adversely, or may be perceived to be affected adversely, if the attorney represents a client in one matter while at the same time representing another client in a different matter. The interests of the multiple clients may vary, and as a result the attorney may be subjected to divided loyalties or have difficulty "serving more than one master." Disadvantages include the following:

- i. Possible Effect on Loyalty and Vigor. Representation of multiple clients may result in less vigorous assertion or protection of one client's separate interests than if the attorney were to represent only that particular client.
- ii. Confidentiality. If we represent only the City in the course of a City Engagement, then the attorney-client privilege will continue to apply to confidences we learn in the course of such City Engagement. Nonetheless, although we will be bound not to disclose any confidential information acquired in the course of any City Engagement, our possession of such information may work to the disadvantage of the City if we represent Private Parties in matters in which the interests of the City are adverse to the interests of the Private Parties. For example, knowledge of the City and their respective personnel and procedures may be useful in representing a Private Party even if no confidence of the City is disclosed.
- iii. Risk of Requirement to Withdraw. If an attorney cannot accept or continue an engagement or must withdraw there from, the client may incur delay such as acquainting new counsel with the matter or the business or legal affairs of the client. Because of conflicts of interest that might arise from representing Private Parties adverse to the City in connection with Unrelated Matters, SMRH might be required by the Ethical Rules to withdraw from further representation of the City (for example, a court may disqualify us as counsel to the City), in which case the City might incur delay in connection with obtaining new counsel. The City agrees to our withdrawal under such circumstances.
- iv. Appearance to Constituencies. The City may be in a position, now or in the future, where its ability to respond to administrative or public constituencies is hampered by our representation of Private Parties in other matters. In other words, the appearance to constituencies may be better if the City were represented by independent counsel who has no other client with an interest adverse to the City.
- v. Representation Adverse to the City. In representing Private Parties in connection with Unrelated Matters, we will be bound to vigorously represent the interests of

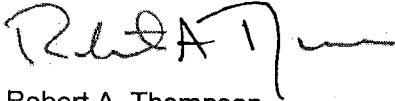
# SheppardMullin

City of Long Beach  
October 9, 2014  
Page 3

the Private Party clients even if that is adverse to the interests of the City. SMRH would not be representing the interests of the City in any such Unrelated Matter.

In order to confirm the City's consent and waiver of the conflict of interests described herein, please be kind enough to sign a copy of this letter where indicated below and return it to me. Of course, you should feel free to consult separate counsel at any time on any matter, including review of this letter and the decision whether to sign it. Please let me know if you have any questions.

Very truly yours,



Robert A. Thompson  
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:433603318.1

The undersigned hereby acknowledges the disclosure, grants the waivers and consents to the representation by Sheppard, Mullin, Richter & Hampton LLP as set forth in the foregoing letter.

CITY OF LONG BEACH, a municipal  
corporation

By: Charles Parker

Title: City Attorney

Date: 10-14-14





# CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)  
12/18/2014

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).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lloyds of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
1388019 Sheppard, Mullin, Richter & Hampton LLP  
333 S. Hope St., 48th Floor  
Los Angeles CA 90071

COVERAGES SHEMU01 CERTIFICATE NUMBER: 13173515 REVISION NUMBER: XXXXXXXX

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 WVD	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 <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Lawyers' Professional Liability	N	N	GLOPR1500610	1/1/2015	1/1/2016	Limit: \$1,000,000 each occurrence Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
COVERAGE PROVIDED IS PRIMARY AND NON-CONTRIBUTORY.

APPROVED AS TO FORM

12-30 14

CERTIFICATE HOLDER  <b>CHARLES PARKIN, City Attorney</b>  13173515  Office of the Long Beach City Attorney 333 W. Ocean Blvd., 11th Fl. Long Beach CA 90802-4664	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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