

AGREEMENT FOR LEGAL SERVICES

(BOND DISCLOSURE COUNSEL)

THIS AGREEMENT FOR LEGAL SERVICES is made and entered, in duplicate, as of October 16, 2019 for reference purposes only, by and between NORTON ROSE FULBRIGHT US LLP ("Special Counsel") and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

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

1. SCOPE OF SERVICES. Special Counsel shall perform all legal services necessary and appropriate to the Matter for which Special Counsel has been engaged, namely: **Disclosure Counsel** (the "Services" or the "Matter"). The City has engaged Special Counsel because Special Counsel is uniquely qualified in the area of law required.

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

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

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CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

1 whose rate has not been approved.

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

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

9 3. FEE. City shall pay Special Counsel compensation to be determined
10 in advance for each transaction in an amount consistent with the fees in the Addendum
11 attached hereto. Payment of compensation for any Matter shall be made upon completion
12 of the Matter and shall be contingent on such completion.

13 4. 75% CONTRACT AMOUNT NOTICE. The City will not pay Special
14 Counsel for any fees incurred in excess of the total amount allotted to this Agreement,
15 which is set forth as the "not-to-exceed" amount shown in Section 3 of this Agreement.
16 Special Counsel shall provide thirty (30) days advance written notice to the City Attorney
17 whenever it has reason to believe that fees it expects to incur under this Agreement, when
18 added to all fees and costs previously incurred, will approach exceeding seventy-five
19 percent (75%) of the total not-to-exceed amount. The notice shall state the estimated
20 amount of and the reasons why, additional funds are required to continue performance
21 under the Agreement.

22 5. BILLING.

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

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

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

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

6 E. Special Counsel shall submit invoices no later than the fifteenth
7 (15th) day of the month following the month in which Services were performed and actual
8 costs incurred. If Special Counsel submits invoices after said date, then the invoice(s) may
9 be subject to a discount of ten percent (10%) for each month or portion thereof that the
10 invoice is not timely submitted.

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

17 7. WRITTEN BUDGET.

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

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

26 C. In addition to the foregoing and any other requirements set forth
27 in this Agreement, the City Attorney or designee may at any time request a written report,
28 a written budget and timeline for the Matter. If requested, the budget shall include all

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

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

19 8. TERM. The term of this Agreement shall begin at 12:01 a.m. on
20 October 1, 2019 and shall end at midnight on September 30, 2023.

21 9. INSURANCE. As a condition precedent to the effectiveness of this
22 Agreement, Special Counsel shall procure and maintain at its expense for the duration of
23 this Agreement from insurance companies admitted to write insurance in California or from
24 authorized non-admitted insurance companies that have ratings of or equivalent to A.VIII
25 by A.M. Best Company professional liability or errors and omissions liability insurance in
26 an amount not less than One Million Dollars (\$100,000,000) per claim.

27 Each insurance policy shall be primary and not contributing to any other
28 insurance or self-insurance maintained by the City, its officials and employees. Special

1 Counsel shall notify the City in writing within five (5) days after any insurance required
2 herein has been voided by the insurer or canceled by the insured.

3 Special Counsel shall deliver to the City certificates of insurance and original
4 endorsements for approval as to sufficiency and form prior to the start of performance
5 hereunder. The certificate and endorsements for each insurance policy shall contain the
6 original signature of a person authorized by that insurer to bind coverage on its behalf. The
7 procuring or existence of insurance shall not be deemed or construed as a limitation on
8 Special Counsel's liability or as performance of or compliance with any indemnity
9 provisions herein. Special Counsel shall make available to the City all books, records, and
10 other information relating to the insurance required herein during normal business hours.
11 Any modification or waiver of the insurance requirements herein shall only be made with
12 the approval of the City Risk Manager or designee. In addition, Special Counsel shall, at
13 least thirty (30) days prior to expiration of the insurance required hereunder, furnish to the
14 City certificates of insurance and endorsements evidencing renewal of such insurance.

15 10. DEFENSE AND INDEMNIFICATION. Special Counsel agrees to
16 defend and indemnify City and its officers, agents and employees against, and to hold and
17 save them harmless from, any and all actions, claims, damages to persons or property,
18 penalties, obligations, or liabilities that may be asserted or claimed by any person, firm,
19 entity, corporation, political subdivision or other organization arising out of the wrongful or
20 negligent act, errors or omissions of Special Counsel, its agents, employees, or
21 subcontractors, in performance of services under this Agreement, excepting claims of
22 professional negligence or malpractice. Nothing herein shall be deemed to affect or waive
23 City's rights to make or pursue claims of professional negligence or malpractice against
24 Special Counsel.

25 11. CONFLICT OF INTEREST. Special Counsel, by executing this
26 Agreement, certifies that, at the time Special Counsel executes this Agreement and for the
27 duration of this Agreement, Special Counsel does not have and will not perform services
28 for any other client which would create a conflict as between the interests of the City

1 hereunder and the interests of such other client, subject to written waiver by the City.

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

8 13. MISCELLANEOUS.

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

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

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

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

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

24 F. 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 any breach
26 of this Agreement shall not constitute a waiver of any other or subsequent breach of this
27 Agreement.

28 G. This Agreement is intended by the parties to benefit themselves

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1 only and is not in any way intended or entered for the purpose of creating any benefit or
2 right for any person or entity that is not a party to this Agreement.

3 14. NOTICE. Notice shall be in writing and personally delivered or
4 deposited in the U.S. Mail, first class, postage prepaid to Special Counsel at 555 South
5 Flower Street, 41st Floor, Los Angeles, California 90071, Attn.: Russ Trice and to the City
6 at 411 West Ocean Boulevard, 9th Floor, Long Beach, California 90802, Attn.: City
7 Attorney. Notice may be given by fax to the City Attorney at (562) 436-1579 and to Special
8 Counsel at (213) 892-9494, provided that duplicate notice is simultaneously delivered or
9 mailed. Notice shall be deemed given on the date of personal delivery or forty-eight hours
10 after deposit in the mail. Notice of change of address shall be given as described herein
11 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 NORTON ROSE FULBRIGHT US LLP

5 DATED: 10/28/19

6 By Russell C. Trice

7 Print Name: RUSSELL C. TRICE

8 Title: PARTNER

9 "Special Counsel"

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11
12 CITY OF LONG BEACH, a municipal
13 corporation

14 DATED: 11/8/19

15 By Rebecca L. Garner
16 City Manager

17 "City" EXECUTED PURSUANT
18 TO SECTION 301 OF
19 THE CITY CHARTER

20 Approved as to form on 11.4.19

21 CHARLES PARKIN, City Attorney

22 By [Signature]

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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 and will, in the City's sole

1 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, closing
8 or organizing files; or other similar tasks.

9 6. Vague billing which does not contain sufficient information to allow the
10 City's reviewer of the invoice to determine the nature of the task, the reason for the task
11 and the individual performing the task is subject to reduction by the City. Examples of
12 vague billing include but are not limited to the following: Attention to Matter, Review cases
13 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 over
20 eight hours and may reduce the invoice if the explanation is unsatisfactory, in the City's
21 sole discretion.

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

28 9. The City will not reimburse for overtime, word processing (document

1 production), supplies, anything identified on an invoice as "miscellaneous", or any other
2 unidentified charges.

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

7 11.

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

14 B. As used in these Guidelines, "local travel" means travel that is
15 100 miles or less from the office of Special Counsel or from his/her home. "Extended
16 travel" means travel that is more than 100 miles from the office of Special Counsel or from
17 his/her home.

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

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

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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.

