

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

AGREEMENT FOR LEGAL SERVICES

(NON-LITIGATION)

33906

THIS AGREEMENT FOR LEGAL SERVICES is made and entered, in duplicate, as of June 15, 2015, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 9, 2015, by and between the LAW OFFICES OF MICHAEL M. PETERS ("Special Counsel") and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, on October 2, 2014, the City Attorney's Office issued a purchase order, Agreement No. BPLW14000002 ("Purchase Order") with the Law Offices of Michael M. Peters for legal services related to Civil Service Disciplinary Hearings; and

WHEREAS, the Purchase Order has reached its authorized threshold contract amount of \$200,000; and

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

WHEREAS, the parties desire to increase the contract amount by an additional \$100,000 for a total amount not to exceed \$300,000;

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: Civil Service Disciplinary Hearings (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

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

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

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

17 3. FEE. City shall pay to Special Counsel in due course of payments
18 compensation at the hourly rates identified in the staffing profile and reimbursement of
19 costs as further described herein and in the "Guidelines" also attached hereto, not to
20 exceed Three Hundred Thousand Dollars (\$300,000), unless otherwise agreed by the
21 parties in writing. As of May 18, 2015, Special Counsel has already been paid
22 approximately \$173,145.44. As a result, the total contract amount shall be reduced by
23 actual accumulated payments made under Purchase Order Agreement No.
24 BPLW14000002.

25 4. 75% CONTRACT AMOUNT NOTICE. The City will not pay Special
26 Counsel for any fees incurred in excess of the total amount allotted to this Agreement,
27 which is set forth as the "not-to-exceed" amount shown in Section 3 of this Agreement.
28 Special Counsel shall provide thirty (30) days advance written notice to the City Attorney

1 whenever it has reason to believe that fees it expects to incur under this Agreement, when
2 added to all fees and costs previously incurred, will approach exceeding seventy-five
3 percent (75%) of the total not-to-exceed amount. The notice shall state the estimated
4 amount of and the reasons why, additional funds are required to continue performance
5 under the Agreement.

6 5. BILLING.

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

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

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

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

18 E. Special Counsel shall submit invoices no later than the fifteenth
19 (15th) day of the month following the month in which Services were performed and
20 actual costs incurred. If Special Counsel submits invoices after said date, then the
21 invoice(s) may be subject to a discount of ten percent (10%) for each month or
22 portion thereof that the invoice is not timely submitted.

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

1 7. WRITTEN BUDGET.

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

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

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

28 D. Special Counsel shall consult closely with, and obtain prior

1 written approval of the City Attorney or designee, before hiring or otherwise incurring
2 any obligation to pay other counsel, specialists, consultants, experts, or undertaking
3 any unusual or high-dollar expenditure in connection with the Matter. Failure to
4 obtain said prior written approval, or failure to submit a written budget as required
5 under this Agreement, may result in a denial in payment of invoices.

6 8. TERM. The term of this Agreement shall begin at 12:01 a.m. on June
7 15, 2015, and shall end when the Matter is concluded or on fifteen (15) days' prior notice
8 from the City to Special Counsel.

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

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

25 Special Counsel shall deliver to the City certificates of insurance and
26 original endorsements for approval as to sufficiency and form prior to the start of
27 performance hereunder. The certificate and endorsements for each insurance policy shall
28 contain the original signature of a person authorized by that insurer to bind coverage on its

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Lond Beach, CA 90802-4664

1 behalf. The procuring or existence of insurance shall not be deemed or construed as a
2 limitation on Special Counsel's liability or as performance of or compliance with any
3 indemnity provisions herein. City reserves the right to require complete certified copies of
4 all policies at any time. Special Counsel shall make available to the City all books, records,
5 and other information relating to the insurance required herein during normal business
6 hours. Any modification or waiver of the insurance requirements herein shall only be made
7 with the approval of the City Risk Manager or designee. In addition, Special Counsel shall,
8 at least thirty (30) days prior to expiration of the insurance required hereunder, furnish to
9 the City certificates of insurance and endorsements evidencing renewal of such insurance.

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

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

21 12. MISCELLANEOUS.
22 A. This Agreement shall not be amended, nor any provision or
23 breach hereof waived except in writing signed by the parties which refers to this
24 Agreement.
25 B. This Agreement shall be governed by and construed pursuant
26 to the laws of the State of California. Special Counsel shall comply with all laws,
27 ordinances, rules, and regulations covering performance of Services.
28 C. This Agreement, including the Guidelines and exhibits, if any,

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constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the Services and the Matter.

D. If there is any inconsistency or ambiguity between this 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 the Law Offices of Michael M. Peters, 400 Oceangate, Suite 700, Long Beach, California 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) 612-1633, 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.
3

4 SPECIAL COUNSEL

5 LAW OFFICES OF MICHAEL M. PETERS

6 DATED: 6/19/15

7 By  _____

8 Title: Owner

9 "Special Counsel"

10 * CITY OF LONG BEACH, a municipal
11 corporation

12 **Assistant City Manager**

13 DATED: 2-9-15

14 By  _____
15 City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

16 "City"

17 DATED: _____

18 CHARLES PARKIN, City Attorney

19 By _____
20 City Attorney

21 APPROVED AS TO FORM

22 June 23, 2015

23 

24 CHARLES PARKIN, 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.

GUIDELINES FOR BILLING

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

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

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

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

18 4. The City acknowledges the benefit of communications between
19 attorneys in the firm. The City does, however, expect that intra-office conferences will only
20 be held as needed, and will be kept to a minimum. Intra-office conferences shall be for the
21 purpose of discussing strategy and legal issues which directly further the Matter. The City
22 will not pay for conferences which are supervisory or instructional (including conferences
23 regarding case management). Any invoice which lists an intra-office conference that
24 exceeds these guidelines must contain a full explanation and is subject to reduction by the
25 City. The City will not pay for "team meetings" and the City will scrutinize all intra-office
26 conferences for "value added" to the Matter by the intra-office conference, for the number
27 of individuals attending the intra-office conference, the length of the conference, the
28 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
10 reimbursable. Travel costs must be reasonable. The City will not reimburse for
11 travel by more than one person of Special Counsel, unless approved in writing by
12 the City Attorney or designee in advance of such travel. The City will not reimburse
13 for excess costs caused by an indirect route chose for Special Counsel's personal
14 reasons.

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

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

24 D. The City must approve all extended travel in advance. The City
25 will reimburse fifty percent (50%) of the actual costs of extended travel, unless
26 Special Counsel can substantiate the need for full reimbursement. Special Counsel
27 shall use its best efforts to make airline reservations far enough in advance to take
28 advantage of reduced air fares and shall take advantage of other promotional air

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fairs 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
Michael M. Peters	Attorney	\$ 200/hr
Matthew D. Fischer	Assoc. Attorney	\$ 200/hr

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



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).

PRODUCER Narver Insurance 641 W. Las Tunas Drive PO Box 1509 San Gabriel, CA 91778-1509 WESLEY HAMPTON HOUSE	626-943-2200 626-299-1010	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Westport Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 39845
INSURED Law Offices Michael M. Peters Micheal M. Peters, Esquire 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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	DED. RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WORKERS COMP. OTHER STATUTORY LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liab		TBD	07/01/15	07/01/16	Per Claim 1,000,000 Aggregate 1,000,000

APPROVED AS TO FORM
July 7, 2015
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.

CERTIFICATE HOLDER	CANCELLATION
FOR PROOF OF COVERAGE ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
PROOF CO	AUTHORIZED REPRESENTATIVE <i>Wesley Hampton</i>



City of Long Beach
Working Together to Serve

Memorandum

Office of the City Attorney

DATE: October 2, 2014
To: Amy G. Manning, Purchasing Agent
FROM: Aaron Ganser, Legal Office Specialist
SUBJECT: Request of Renewal of Purchase Order for Legal Services—
Michael M. Peters [\$200,000] – BPLW14000002

Forwarded herewith is a request for renewal in the amount of \$200,000 for the above legal services agreement. The increase requested does not exceed \$200,000.

The information below is provided in support of this request:

1. CONTRACTOR INFORMATION

Name: Michael M. Peters
Address: 400 Oceangate, Suite 700
City, state, zip code: Long Beach, CA 90802
Telephone: 562-420-3444
Social security number/federal tax id number: V009622 - 01

Type of business: Sole Proprietor Partnership Corporation
Other _____

2. SERVICE/COMPENSATION

Professional legal services
Matter description or case name: Multiple on-going litigation matters
Term of Agreement: October 1, 2014 – October 10, 2015
Fee Schedule: See Attached
Other Compensation: Reimbursement of expenditures
Total contract expenditures to date: \$0.00

3. SELECTION PROCESS

Number of candidates contacted: Three
Selection Procedure: A short list of firms was developed with expertise in civil service litigation. Informal telephone interviews were conducted and fee information was obtained. Michael M. Peters was selected because he presented the best combination of qualifications, continuity, and value. Litigation service was obtained and is ongoing. It would be detrimental to the matter if a new firm were to be

Amy G. Manning, Purchasing Agent
June 18, 2014
Page 2

substituted at this time; therefore, it is requested that this renewal of \$ 200,000 be applied.

4. INSURANCE REQUIREMENTS

Certificate(s) of Insurance/Endorsement attached: Yes [] No []

and/or

Approved Waiver of Insurance attached Yes [] No []

Should you have any questions regarding this request, please do not hesitate to ask me. Thank you.

ARW:arb
document1

MICHAEL M. PETERS

LAW OFFICES OF
MICHAEL M. PETERS
8000 EAST SPRING STREET SUITE 430
LONG BEACH, CA 90802-1270
www.mikepeterslaw.com
mvp@8mikepeterslaw.com

TELEPHONE 562 420 3444
FACSIMILE 562 420 0444

November 5, 2010

Aaron K. Ganser
Legal Administrative Assistant
Office of the City Attorney
333 West Ocean Boulevard, Eleventh Floor
Long Beach, CA 90802-4664

Re: Purchase Order - Civil Service Disciplinary Hearing

Dear Aaron:

Per yours of November 4, 2010, enclosed are the following: Signature page of the Terms and Conditions; Addendum to Terms and Conditions and a current Certificate of Insurance. Please call me if you have any questions. Thank you very much.

Very truly yours,

LAW OFFICES OF MICHAEL M. PETERS

MICHAEL M. PETERS

Charles Parkin
City Attorney of Long Beach
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664
Telephone (562) 570-2200

1 **TERMS AND CONDITIONS**

2
3 1. **Scope of Services.** Special Counsel shall perform all legal services
4 necessary and appropriate to the Matter for which Special Counsel has been engaged,
5 namely: **Civil Service Disciplinary Hearings (Prop. F)** (the "Services" or the "Matter").
6 The City has engaged Special Counsel because Special Counsel is uniquely qualified in
7 the area of law required.

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18 pay other counsel, specialists, consultants, or experts for services in connection with the
19 Matter without the prior written approval of the City Attorney or designee.

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22 costs as further described herein and in the "Guidelines" also attached hereto.

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24 matter in increments of one-tenth (.1) of an hour.

25 B. Each task shall be distinctly and completely identified; the City will
26 not pay invoices which contain block billing. The billing entry must contain the name or
27 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 not pay
4 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)
9 may be subject to a discount of ten percent (10%).

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

16 6. Insurance. As a condition precedent to the effectiveness of the
17 Purchase Order, Special Counsel shall procure and maintain at its expense for the
18 duration of the Purchase Order from insurance companies admitted to write insurance in
19 California or from authorized non-admitted insurance companies that have ratings of or
20 equivalent to A.VIII by A.M. Best Company professional liability or errors and omissions
21 liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.

22 Any self-insurance program, self-insured retention or deductible must be
23 separately approved in writing by the City Attorney or designee and shall protect the City,
24 its officials, employees and agents in the same manner and to the same extent as they
25 would have been protected had the policy or policies not contained retention or
26 deductible provisions. Each insurance policy shall be endorsed to state that coverage
27 shall not be reduced, non-renewed, or canceled except after thirty (30) days' prior written
28 notice to the City, and shall be primary and not contributing to any other insurance or self-

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1 insurance maintained by the City, its officials and employees. Special Counsel shall
2 notify the City in writing within five (5) days after any insurance required herein has been
3 voided by the insurer or canceled by the insured.

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

18 7. Conflict of Interest. Special Counsel, by signing below, certifies that,
19 at the time Special Counsel signs and for the duration of the Purchase Order, Special
20 Counsel does not have and will not perform services for any other client which would
21 create a conflict as between the interests of the City hereunder and the interests of such
22 other client, subject to written waiver by the City.

23 8. Nondiscrimination. In connection with performance of Services and
24 subject to applicable rules and regulations, Special Counsel shall not discriminate on the
25 basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, AIDS
26 related condition, handicap, disability, or Vietnam Era veteran status. It is the policy of
27 the City to encourage the participation of Minority Business Enterprises and Women-
28 owned Business Enterprises and the City urges Special Counsel to do likewise.

1 9. **Miscellaneous.** A. These Terms and Conditions shall not be
2 amended, nor any provision or breach hereof waived except in writing signed by the
3 parties.

4 B. The Purchase Order and these Terms and Conditions shall be
5 governed by and construed pursuant to the laws of the State of California. Special
6 Counsel shall comply with all laws, ordinances, rules, and regulations covering
7 performance of Services.

8 C. The Purchase Order, these Terms and Conditions, and the
9 Guidelines and exhibits, if any, constitute the entire understanding between the parties
10 and supersedes all other agreements, oral or written, with respect to the Services and the
11 Matter.

12 D. If there is any inconsistency or ambiguity between the Purchase
13 Order, these Terms and Conditions, the Guidelines, or the Addendum, these Terms and
14 Conditions shall control.

15 E. If there is any legal proceeding between the parties to enforce or
16 interpret the Purchase Order, including these Terms and Conditions or the Guidelines, or
17 to protect or establish any rights or remedies hereunder, the prevailing party shall be
18 entitled to its costs and expenses, including reasonable attorneys' fees and court costs
19 (including appeals).

20 F. The acceptance of Services or payment of money by the City shall
21 not operate as a waiver of any of these Terms and Conditions. The waiver of any breach
22 shall not constitute a waiver of any other or subsequent breach.

23 G. The Purchase Order is intended by the parties to benefit themselves
24 only and is not in any way intended or entered for the purpose of creating any benefit or
25 right for any person or entity that is not a party hereto.

26 10. **Notice.** Notice shall be in writing and personally delivered or
27 deposited in the U.S. Mail, first class, postage prepaid to Special Counsel at 5000 E.
28 Spring Street, Suite 430, Long Beach, CA 90815, Attn.: Michael M. Peters and to the City

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664
Telephone (562) 570-2200

1 Attorney. Notice may be given by fax to the City Attorney at (562) 436-1579 and to
2 Special Counsel at (562) 420-6444, provided that duplicate notice is simultaneously
3 delivered or mailed. Notice shall be deemed given on the date of personal delivery or
4 forty-eight hours after deposit in the mail. Notice of change of address shall be given as
5 described herein for other notices.

6 Special Counsel acknowledges and agrees to these Terms and Conditions
7 by signing below. Special Counsel shall return these Terms and Conditions to the City
8 Attorney after signing them. The Purchase Order shall not be valid until the City Attorney
9 has received these signed Terms and Conditions.

10
11 SPECIAL COUNSEL

12 LAW OFFICES OF MICHAEL M. PETERS

13 DATED: 11/5/10

14 By  _____

15 Title: owner

GUIDELINES FOR BILLING

In addition to the provisions stated in the Terms and Conditions, 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 Attorney or designee may request a written budget and timeline for the Matter. The budget shall include all projected fees and costs to be incurred by Special Counsel for the Matter, commencing on the date that Special Counsel receives the request. The budget and timeline shall include the specific tasks to be performed (including such things as discovery and motions for trial, preparation of documents for transactional services, and anticipated research and investigations). Special Counsel shall identify the projected total hours that will be billed and who will be performing those hours of service, plus fees and costs for each task. The budget and timeline shall be a good faith estimate and as complete as possible. Any deviation from the budget and any deviation over 10% on any task identified in the budget must be discussed in advance with the City Attorney, or designee, and the billing related to that task is subject to adjustment so as to conform to the budget.

In addition, the City Attorney or designee may request a written budget and timeline similar to the one described above, but relating specifically to one or more tasks necessary to the Matter.

///

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1 If the billings of Special Counsel are approaching the "not to exceed"
2 amount shown in the Purchase Order, then Special Counsel shall submit, in writing to the
3 City Attorney or designee, the reasons why additional funds will be required to complete
4 the Services. Special Counsel is cautioned that the City cannot pay invoices which
5 reflect fees over the "not to exceed" amount in the Purchase Order.

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

11 5. The City acknowledges the benefit of communications between
12 attorneys in the firm. The City does, however, expect that intra-office conferences will
13 only be held as needed, and will be kept to a minimum. Intra-office conferences shall be
14 for the purpose of discussing strategy and legal issues which directly further the Matter.
15 The City will not pay for conferences which are supervisory or instructional (including
16 conferences regarding case management). Any invoice which lists an intra-office
17 conference that exceeds these guidelines must contain a full explanation and is subject
18 to reduction by the City. The City will not pay for "team meetings" and the City will
19 scrutinize all intra-office conferences for "value added" to the Matter by the intra-office
20 conference, for the number of individuals attending the intra-office conference, the length
21 of the conference, the subject(s) discussed at the conference and who participated in it
22 and will, in the City's sole discretion, determine if such value was added.

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

1 closing or organizing files; or other similar tasks.

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

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

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

22 10. The City will not reimburse for overtime, word processing (document
23 production), supplies, anything identified on an invoice as "miscellaneous", or any other
24 unidentified charges.

25 11. Special Counsel shall normally use the U.S. Mail and regular
26 attorney services to send and to file papers and other materials. The City reserves the
27 right to reduce excessive charges for messengers and Federal Express or other similar
28 services which are not fully explained or which are not necessary, in the City's

1 determination.

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

8 B. As used in these Guidelines, "local travel" means travel that is 100
9 miles or less from the office of Special Counsel or from his/her home. "Extended travel"
10 means travel that is more than 100 miles from the office of Special Counsel or from
11 his/her home.

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

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

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

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

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

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ADDENDUM

<u>NAME</u>	<u>POSITION/TITLE</u>	<u>HOURLY RATE</u>
Matthew P. Fischer	Assoc. Atty.	\$210 -
Michael M. Peters	PARTNER	\$200 -



CERTIFICATE OF LIABILITY INSURANCE

PETE-17

OP ID: AN

DATE (MM/DD/YYYY)

06/20/14

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 Narvor Insurance 641 W. Las Tunas Drive PO Box 1509 San Gabriel, CA 91778 WESLEY HAMPTON HOUSE	626-943-2200 626-299-1010	CONTACT NAME: PHONE (AG, No, Ext): E-MAIL ADDRESS:	FAX (AG, No):
INSURED Law Offices Michael M. Poters Michael M. Poters, Esquire 2201 Cherry Ave., Suite 500 Signal Hill, CA 90755	INSURER(S) AFFORDING COVERAGE INSURER A: BCS Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 38245

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

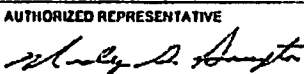
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADOL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG \$
	POLICY PROJ LOC					\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	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 RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				WC STATUTORY LIMITS OTH ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E1 EACH ACCOENT \$
						E1 DISEASE - EA EMPLOYEE \$
						E1 DISEASE - POLICY LIMIT \$
A	Prof Liab		TBD	07/01/14	07/01/15	Per Claim 1,000,000 Aggregate 1,000,000

APPROVED AS TO FORM
 6-23-14
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.

CERTIFICATE HOLDER FOR PROOF OF COVERAGE ONLY	PROOFCO	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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APPROVED AS TO FORM

CHARLES PARKIN, City Attorney



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

PURCHASING REQUEST FORM

TYPE OF REQUEST: BPO PO ITB RFP ETP

DEPARTMENT INFORMATION

DATE: July 13, 2015 ATTN BUYER: Lenore Blueford
 REQUESTOR: Patricia Ochoa Talavera PHONE: x82243
 DEPT CODE (ex. FMB1D): LAW FUND: _____ COMMODITY CODE(S): 961-49
 DESCRIPTION: Legal Services
 JUSTIFICATION: Expertise Required
 PURPOSE/USE: Expertise Required

ATTACHMENTS (check appropriate): CMAF EXCEPTION TO POLICY BID SPECS CONTRACT COUNCIL LETTER
 PROFESSIONAL SVCS PCKG APPR'VD CERT OF INSURANCE INSURANCE WAIVER

VENDOR INFORMATION

NAME: Law Offices of Michael M. Peters NUMBER: V009622-01
 DBA: _____ CONTACT: _____
 ADDRESS: 400 Oceangate, Suite 700, Long Beach, CA 90802 EMAIL: _____
 PHONE: 562-420-3444 FAX: _____ CONTRACT #: _____

BID OR RFP(Q)

PRE-BID MEETING: Yes No MANDATORY: Yes No ESTIMATED BID VALUE: _____
 DATE/TIME: _____ DEPT CONTACT: _____ PHONE: _____
 LOCATION: _____
 REQUISITION #: _____ Q & A: Yes No DAYS NEEDED TO RESPOND: _____
 INDEX CODE : _____ GRANT : Yes No DATE SAM.GOV CHECKED: _____

NEW REQUEST

REQ #: _____ CONTRACT #: _____ TERM: _____ to: _____
 AMOUNT: _____ RENEWAL OPTIONS #: NONE ONE TWO

RENEWAL REQUEST

BPO/PO #: _____ NEW TERM: _____ to: _____ RENEWAL OPTION: ONE TWO
 ORIGINAL AMOUNT: _____ ADDING AMOUNT: _____ NEW TOTAL: _____

CHANGE ORDER REQUEST

BPO/PO #: BPLW14-2 EXTEND DATE TO: _____ ADD COMMODITY CODE(S): _____
 ORIGINAL AMOUNT: 200,000 ADDING AMOUNT: 100,000 NEW TOTAL: 300,000
 TRANSFER FUNDS ON BPO: _____ FROM BPO#: _____ TO BPO#: _____
 REASON: _____

DATE RECEIVED: _____ CMAF #: _____ ETP #: _____ BPO/PO/CO #: _____
 ITB/RFP/PA #: _____ BUYER INITIALS: _____ DATE PROCESSED: _____