

# 34991

## THIRD AMENDMENT TO AGREEMENT NO. 34991 FOR LEGAL SERVICES

(LITIGATION)

THIS THIRD AMENDMENT TO AGREEMENT NO. 34991 FOR LEGAL SERVICES is made and entered, in duplicate, as of August 14, 2019, for reference purposes only, by and between ATKINSON, ANDELSON, LOYA, RUUD & ROMO ("Special Counsel") and the CITY OF LONG BEACH, a municipal corporation ("City")

WHEREAS, an Agreement for the legal services with Special Counsel was entered into, for reference purposes only, on January 1, 2018, in the amount of \$315,000; and

WHEREAS, a First Amendment to Agreement No. 34991 was entered into, for reference purposes only, on October 9, 2018, in the amount of \$515,000; and

WHEREAS, a Second Amendment to Agreement No. 34991 was entered into, for reference purposes only, on March 6, 2019, in the amount of \$540,000; and

WHEREAS, a Third Amendment to Agreement No. 34991 for Legal Services is required to increase the amount by \$25,000 in connection with the litigation of **Thomas Gonzales, an individual vs. City of Long Beach**;

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

Section 3 of said Agreement No. 34991 is hereby amended in its entirety to read:

3. FEE. City shall pay to Special Counsel in due course of payments compensation at the hourly rates identified in the staffing profile and reimbursement of costs as further described herein and in the "Guidelines" also attached hereto, in a not-to-exceed amount of Five Hundred Sixty-Five Thousand Dollars (\$565,000.00). The "not-to-exceed" amount may be subsequently modified or changed after a written budget has been submitted to, and approved by the City Attorney pursuant to Section 7 of this Agreement. Any new "not-to-exceed" amount shall be set forth in a written amendment signed by both parties.

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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

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SPECIAL COUNSEL


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ATKINSON, ANDELSON, LOYA, RUUD &  
ROMO

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DATED: August 15, 2019

By: 

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Print Name: Irma Rodriguez Moisa

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Title: Attorney/Partner

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**Tom Modica**  
**Assistant City Manager**

**"Special Counsel"**

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**EXECUTED PURSUANT**  
**TO SECTION 301 OF**  
**THE CITY CHARTER**

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

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DATED: 8-22-19

By:   
City Manager

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**"City"**

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DATED: 8-19-19

CHARLES PARKIN, City Attorney

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By:   
City Attorney

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

**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  
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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fares that reduce costs. In any case, travel by air shall be at economy, coach, or other lower fare. The City will not reimburse for travel insurance.

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

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

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

OFFICE OF THE CITY ATTORNEY  
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**ADDENDUM**

<b>NAME</b>	<b>POSITION/TITLE</b>	<b>HOURLY RATE</b>
Irma Rodriguez Moisa	Partner	\$340
Alfonso Estrada	Partner	\$310
Sean Flores	Law Clerk	\$125
Sam Oduro	Paralegal	\$175