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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.

RUTAN & TUCKER

DATED: 9/9/21

By *Peter Howell*

Print Name: Peter Howell

Title: Partner

“Special Counsel”

CITY OF LONG BEACH, a municipal corporation

DATED: 9/16/2021

By *Dinda J. Japen*
City Manager

“City” EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

Approved as to form on 9-14-, 2021

CHARLES PARKIN, City Attorney

By *Charles Parkin*

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

1 **GUIDELINES FOR BILLING**

2 In addition to the provisions stated in the Terms and Conditions, the following
3 guidelines for billing apply:

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

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

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

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

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

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

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

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

2 7. Vague billing which does not contain sufficient information to allow the
3 City's reviewer of the invoice to determine the nature of the task, the reason for the task
4 and the individual performing the task is subject to reduction by the City. Examples of
5 vague billing include but are not limited to the following: Attention to Matter, Review case
6 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 over
13 eight hours and may reduce the invoice if the explanation is unsatisfactory, in the City's
14 sole discretion.

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

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

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

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12. TRAVEL

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

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

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

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

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

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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.

ADDENDUM

NAME	POSITION/TITLE	HOURLY RATE
Kathy Jenson	Partner	\$335
Peter Howell	Partner	\$335
Bill Shaeffer	Partner	\$335
Jeff Melching	Partner	\$335
Bill Ihrke	Partner	\$335
Jeff Oderman	Partner	\$335
Doug Dennington	Partner	\$335
Phil Kohn	Partner	\$335
John Ramirez	Partner	\$335
Richard Montevideo	Partner	\$335
Bob Owen	Partner	\$335
Mike Rubin	Partner	\$335
Hans Van Ligten	Partner	\$335
Jeremy Jungreis	Partner	\$335
Joseph Larsen	Partner	\$335
Alisha Patterson	Partner	\$335
Ajit Thind	Partner	\$335
Alan Fenstermacher	Partner	\$335
Allison LeMoine-Bui	Partner	\$335
Travis Van Ligten	Associate	\$335
Thai Phan	Associate	\$335
Jeff Farano	Associate	\$335
Shawna McKee	Associate	\$335
Samantha Lamm	Associate	\$335
Jayson Parsons	Associate	\$335
Kelsey Quist	Associate	\$335
Kim Sarshar	Paralegal	\$175

NAME	POSITION/TITLE	HOURLY RATE
Dennis Nakata	Paralegal; E-Discovery Coordinator	\$175
Kyre Stucklin	Practice Support Manager	\$175
Arlen Bristol	Director of Library Services	\$175
Daniel Huizar	Library staff	\$45
Barrett Gould	Document clerk	\$45
Michael Hoff	Document clerk	\$45