

1 **FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES**

2 **31680**

3 THIS FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES is  
4 made and entered, in duplicate, as of January 11, 2012, pursuant to a minute order  
5 adopted by the City Council of the City of Long Beach on January 10, 2012, by and  
6 between DAVIS WRIGHT TREMAINE LLP ("Special Counsel"), and the CITY OF LONG  
7 BEACH, a municipal corporation ("City"), amending that certain agreement ("Agreement")  
8 between Special Counsel and City and identified by the City as Agreement No. 31680.

9 WHEREAS, an Agreement for Legal Services with Special Counsel was  
10 entered into, dated as of March 8, 2010, in the amount of Seventy-Five Thousand Dollars  
11 (\$75,000); and

12 WHEREAS, a First Amendment to Agreement No. 31680 for Legal Services  
13 is required to extend the term of the Agreement and to increase the authorized amount  
14 thereunder;

15 NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the  
16 parties hereto as follows:

17 1. Section 3 of Contract No. 31680 is hereby amended in its entirety to  
18 read:

19 "3. FEE. City shall pay to Special Counsel in due course of payments  
20 compensation at the hourly rates identified in the staffing profile and reimbursement of  
21 costs as further described herein in the "Guidelines" also attached hereto, not to exceed  
22 Ninety-Five Thousand Dollars (\$95,000) per annum."

23 2. Section 6 of Contract No. 31680 is hereby amended in its entirety to  
24 read:

25 "6. TERM. The term of this Agreement shall begin at 12:01 a.m. on  
26 February 1, 2010, and shall end at midnight on January 31, 2014 or when the Matter is  
27 concluded or on fifteen (15) days' prior notice from the City to Special Counsel."

28 ///

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

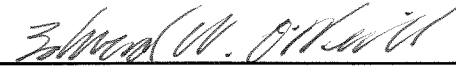
OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

DAVIS WRIGHT TREMAINE LLP

DATED: 3/15/12

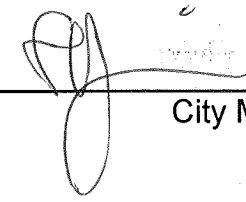
By: 

Title: PARTNER

"Special Counsel"

CITY OF LONG BEACH, a municipal corporation

DATED: 3.19.12

By:  **Assistant City Manager**


City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

The foregoing First Amendment to Agreement No. 31680 for Legal Services is approved as to form this 20 day of March, 2012.

ROBERT E. SHANNON, City Attorney

By:   
Deputy

**GUIDELINES FOR BILLING**

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2  
3 In addition to the provisions stated in the Terms and Conditions, the following  
4 guidelines 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  
9 suitable for the task required and the specific needs of the Matter, and to use the  
10 maximum efficiencies available. Billings for services performed by the inappropriate level  
11 of personnel will be reduced by the City based on rate adjustments for the appropriate  
12 level of personnel.

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

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

28 If the billings of Special Counsel are approaching the "not to exceed" amount

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 a  
26 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  
28 or organizing files; or other similar tasks.

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

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

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

28           12. A. The City will reimburse travel costs of Special Counsel only as

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

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

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

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

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

27 The City will reimburse Special Counsel, while on extended travel, for the  
28 reasonable, actual costs for meals, excluding the cost of alcoholic beverages, and for

1 lodging at hotels which are moderately priced for the locale, but will not reimburse for  
2 laundry or movies.

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

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**Fw: Long Beach Contract**  
Richard Anthony to: Barbara Gallagher

03/20/2012 08:24 AM

Here is the Olivia Para authorization.

Richard Anthony  
Deputy City Attorney  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
office (562) 570-2200  
direct (562) 570-2211  
fax (562) 436-1579

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----- Forwarded by Richard Anthony/LW/CLB on 03/20/2012 08:24 AM -----

From: Richard Anthony/LW/CLB  
To: "O'Neill, Edward" <edwardoneill@dwt.com>  
Date: 03/20/2012 08:23 AM  
Subject: Long Beach Contract

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Ed:

We are in receipt of the executed legal services contract and will countersign shortly. Thanks.

Olivia Para is hereby approved as an associate authorized to work on Long Beach matters. We look forward to working with her.

--Rich

Richard Anthony  
Deputy City Attorney  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
office (562) 570-2200  
direct (562) 570-2211  
fax (562) 436-1579

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## Olivia Para

Olivia Para is an energy attorney with extensive experience practicing before the California Public Utilities Commission. She represents clients in multiple CPUC proceedings, including ratemakings, policy and rulemakings, and proceedings seeking to modify accounting rules and prior decisions. Olivia also provides counsel on transactional matters within the energy industry, including acquisitions and power purchase agreements.

### Additional Qualifications

- Regulatory Counsel, California-American Water Company, San Francisco, 2010-2012
- Associate, Bingham McCutchen LLP, San Francisco, 2007-2010

### Education

J.D., Stanford Law School, 2007

- Associate Editor, Stanford Law and Policy Review
- Stanford Law School Public Interest Fellow

B.A., Comparative Studies in Race and Ethnicity, Stanford University, 2002

- Honors Thesis, School of Education, 2002

### Languages

Spanish

### Admissions

California, 2008

U.S. Court of Appeals 9th Circuit, 2009



### Olivia Para

*Associate*

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### Related Practices

Energy  
Energy Regulation & Litigation  
Energy Transactions  
California Public Utilities  
Commission (CPUC)

### Related Industries

Electric Power  
Renewable Energy