

1 AGREEMENT FOR LEGAL SERVICES

2 **34669**

3 THIS AGREEMENT FOR LEGAL SERVICES is made and entered, in  
4 duplicate, as of August 1, 2017, for reference purposes only, by and between  
5 ATKINSON, ANDELSON, LOYA, RUUD & ROMO ("Special Counsel") and the CITY OF  
6 LONG BEACH, a municipal corporation ("City").

7 WHEREAS, the City Attorney has identified a need for the legal services of  
8 Special Counsel and Special Counsel is willing and able to perform those services for  
9 employment investigations on an as needed basis; and

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

13 WHEREAS, on November 14, 2016, the City executed Purchase Order No.  
14 BPLW17-04 in the amount of \$200,000 for legal services, namely: Employment  
15 Investigations-As Needed; and

16 WHEREAS, an Agreement for Legal Services is required to increase the  
17 Purchase Order amount by \$200,000, for a total amount of the Agreement not to exceed  
18 \$400,000;

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

21 1. Scope of Services. Special Counsel shall perform all legal services  
22 necessary and appropriate to the Matter for which Special Counsel has been engaged,  
23 namely: Employment Investigations (Master-As Needed Services) (the "Services" or the  
24 "Matter"). The City has engaged Special Counsel because Special Counsel is uniquely  
25 qualified in the area of law required. All references in the General Conditions of the  
26 Purchase Order to "Supplier" shall mean and include Special Counsel.

27 2. Not to Exceed Amount. City shall pay to Special Counsel in due  
28 course of payments compensation at the hourly rates identified in the staffing profile and

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

1 reimbursement of costs as further described herein and in the "Guidelines for Billing "  
2 attached hereto, not to exceed Four Hundred Thousand Dollars (\$400,000.00), unless  
3 otherwise agreed by the parties in writing.

4           3.     Term. The term of this Agreement shall begin at 12:01 a.m. on  
5 August 1, 2017, and shall end when the Matter is concluded or on fifteen (15) days' prior  
6 notice from the City to Special Counsel.

7           4.     Written Budget.

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

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

17           C.     In addition to the foregoing and any other requirements set forth in  
18 these Additional Terms and Conditions, the City Attorney or designee may at any time  
19 request a written report, a written budget and timeline for the Matter. If requested, the  
20 budget shall include all projected fees and costs to be incurred by Special Counsel for the  
21 Matter, commencing on the date that Special Counsel receives the request. The budget  
22 and timeline shall include the specific tasks to be performed (including such things as  
23 discovery and motions for trial, preparation of documents for transactional services, and  
24 anticipated research and investigations). Special Counsel shall identify the projected  
25 total hours that will be billed and who will be performing those hours of service, plus fees  
26 and costs for each task. The budget and timeline shall be a good faith estimate and as  
27 complete as possible. Any deviation from the budget and any deviation over 10% on any  
28 task identified on the budget must be discussed in advance with the City Attorney or

1 designee, and the billing related to that task is subject to adjustment so as to conform to  
2 the budget. In addition, the City Attorney or designee may request a written budget and  
3 timeline similar to the one described above, but relating specifically to one or more tasks  
4 necessary to the Matter.

5           5.       Limitation on Legal Services. The scope of this representation is  
6 limited. Attorneys will make factual findings, utilizing Attorneys' legal skills, knowledge,  
7 and experience in so doing. Attorneys will not render a legal determination whether there  
8 was unlawful discrimination, harassment, violation of public policy, or a violation of any  
9 other law or statute for investigations under this Agreement. The City and Attorneys  
10 intend that Attorneys' investigations will be covered by the attorney-client privilege and  
11 attorney-work product privilege to the extent legally permitted, although Attorneys  
12 understand that the City may choose to waive the privilege in the future.

13           6.       Indemnification. Since the purpose of the Attorneys' engagement is  
14 to assist the City in determining the facts related to internal personnel complaints, the  
15 City agrees to the following indemnity language. The City agrees to indemnify, defend  
16 and hold Attorneys, its successors and assigns, and each of its officers and employees,  
17 harmless from any and all claims, suits, demands, losses and expenses, including  
18 reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or other  
19 entity arising out of Attorneys' performance or non-performance of its obligations under  
20 this Agreement. The City shall not indemnify Attorneys for any matter involving a claim  
21 by the City of professional negligence, or any matter for which Attorneys shall have been  
22 adjudicated to have acted in bad faith or engaged in willful misconduct, or any negligent  
23 conduct outside the scope of its retention under this Agreement. This Agreement in no  
24 way limits the Attorneys' liability for professional malpractice under California Rule of  
25 Professional Conduct 3-400. The provisions of this section shall survive the expiration or  
26 termination of this contract.

27           7.       Related Post-Investigation Services. If Attorneys are asked or  
28 required to prepare for and/or testify, including, without limitation, at deposition, trial,

1 arbitration or any other proceeding, because of services rendered under this Agreement,  
2 or if Attorneys must respond to subpoenas or discovery or otherwise respond or perform  
3 services with respect to any matter relating to or arising out of the services performed for  
4 City, City agrees to pay Attorneys for all time expended (including preparation time) at  
5 Attorneys' then current regular hourly rate and to reimburse Attorneys for reasonable  
6 costs and expenses incurred, whether or not the investigation has been concluded. This  
7 includes reasonable costs of legal representation. Payment is due upon presentation of  
8 a bill for services, costs, and expenses.

9           8. Arbitration. The parties agree that all disputes that arise between  
10 the City and Attorneys, whether financial or otherwise regarding the attorney-client  
11 relationship, shall be resolved by binding arbitration. The parties agree to waive their  
12 right to a jury trial and to an appeal.

13           9. Engagement of Other Counsel, Specialists, Experts and Court  
14 Reporters.

15           A. Because the City has engaged Special Counsel due to its expertise  
16 and reputation, Special Counsel and the City Attorney or designee will agree on a staffing  
17 profile that identifies the partners, associates, and paralegals who are authorized to work  
18 on the Matter, including their respective billing rates, which will be attached as an  
19 Addendum subsequent to execution of these Additional Terms and Conditions.

20 Individuals whose names are not included in the staffing profile may not work on the  
21 Matter without the prior approval of the City Attorney, or designee. The City reserves the  
22 right to refuse to pay for work performed by any individual whose name is not listed or  
23 who has not received such prior approval, or whose rate has not been approved.

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

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

3 10. Withholding. Special Counsel acknowledges and agrees that (a)  
4 City will not withhold taxes of any kind from Special Counsel's compensation; (b) City will  
5 not secure workers' compensation or pay unemployment insurance to, for or on Special  
6 Counsel's behalf; and (c) City will not provide and Special Counsel is not entitled to any  
7 of the usual and customary rights, benefits or privileges of City employees. Special  
8 Counsel expressly warrants that neither Special Counsel nor any of its/his/her employees  
9 or agents shall represent themselves to be employees or agents of City.

10 11. 75% Contract Amount Notice. The City will not pay Special Counsel  
11 for any fees incurred in excess of the total amount allotted to in these Additional Terms  
12 and Conditions, which is set forth as the "not-to-exceed" amount shown in Section 2 of  
13 these Additional Terms and Conditions. Special Counsel shall provide thirty (30) days  
14 advance written notice to the City Attorney whenever it has reason to believe that fees it  
15 expects to incur under these Additional Terms and Conditions, when added to all fees  
16 and costs previously incurred, will approach exceeding seventy-five percent (75%) of the  
17 total not-to-exceed amount. The notice shall state the estimated amount of and the  
18 reasons why, additional funds are required to continue performance under these  
19 Additional Terms and Conditions.

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

26 13. Billing.

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

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

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

7           D.     The City reserves the right to audit all invoices. The City will not pay  
8 for costs incurred in preparing an invoice, correcting it, or resubmitting it.

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

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

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

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

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

17 15. Conflict of Interest. Special Counsel, by executing these Additional  
18 Terms and Conditions, certifies that, at the time Special Counsel executes these  
19 Additional Terms and Conditions 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 16. 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, gender identity,  
26 AIDS, HIV status, handicap, or disability. It is the policy of the City to encourage the  
27 participation of Minority Business Enterprises and Women-owned Business Enterprises  
28 and the City urges Special Counsel to do likewise.

1                   17.    Miscellaneous.

2                   A.    These Additional Terms and Conditions shall not be amended, nor  
3 any provision or breach hereof waived except in writing signed by the parties which refers  
4 to these Additional Terms and Conditions.

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

8                   C.    These Additional Terms and Conditions, including the Guidelines  
9 and exhibits, if any, constitutes the entire understanding between the parties and  
10 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 these Additional  
13 Terms and Conditions, the Guidelines, or the Addendum, these Additional Terms and  
14 Conditions shall control.

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

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

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 to these Additional Terms and Conditions.

26                   18.    Personal Services. The Purchase Order contemplates the personal  
27 services of Special Counsel and Special Counsel's employees, and the parties  
28 acknowledge that a substantial inducement to City for entering it was and is the



1 professional reputation and competence of Special Counsel and Special Counsel's  
2 employees. Special Counsel shall not assign any interest herein, or any portion hereof,  
3 without the prior approval of the City Attorney. Any attempted assignment or delegation  
4 shall be void, and any assignee or delegate shall acquire no right or interest by reason of  
5 such attempted assignment or delegation. Furthermore, Special Counsel shall not  
6 subcontract any portion of the performance required hereunder without the prior approval  
7 of the City Attorney or his designee.

8           19. Data. All materials, information and data prepared, developed or  
9 assembled by Special Counsel or furnished to Special Counsel in connection herewith,  
10 including but not limited to documents, estimates, calculations, studies, maps, graphs,  
11 charts, computer disks, computer source documentation, samples, models, reports,  
12 summaries, drawings, designs, notes, plans, information, material, and memoranda  
13 (hereinafter "Data") shall be the exclusive property of City. Data shall be given to City,  
14 and City shall have the unrestricted right to use and disclose the Data in any manner and  
15 for any purpose without payment of further compensation to Special Counsel. Copies of  
16 Data may be retained by Special Counsel but Special Counsel warrants that Data shall  
17 not be made available to any person or entity for use without the prior approval of City.

18           20. Data Confidential. Special Counsel shall keep the Data confidential  
19 and shall not disclose the Data or use the Data directly or indirectly other than in the  
20 course of services provided hereunder during the term of the Purchase Order and for five  
21 (5) years following expiration or termination hereof. In addition, Special Counsel shall  
22 keep confidential all information, whether written, oral, or visual, obtained by any means  
23 whatsoever in the course of Special Counsel's performance hereunder for the same  
24 period of time. Special Counsel shall not disclose any or all of the Data to any third party,  
25 nor use it for Special Counsel's own benefit or the benefit of others except for the  
26 purpose of the Purchase Order.

27           21. Breach of Confidentiality. Special Counsel shall not be liable for a  
28 breach of confidentiality with respect to Data that:

1           A.     Special Counsel demonstrates Special Counsel knew prior to the  
2 time City disclosed it; or

3           B.     Is or becomes publicly available without breach of the Purchase  
4 Order by Special Counsel; or

5           C.     A third party who has a right to disclose does so to Special Counsel  
6 without restrictions on further disclosure; or

7           D.     Must be disclosed pursuant to subpoena or court order.

8           22.    No provision or breach of the Purchase Order, including the General  
9 Conditions and these Additional Terms and Conditions, shall be waived, except in writing  
10 signed by the parties which expressly refers to the Purchase Order.

11           23.    Right to Terminate. Notwithstanding anything to the contrary in the  
12 Purchase Order, City shall have the right to terminate the Purchase Order for any reason  
13 or no reason at any time by giving fifteen (15) calendar days' prior notice to Special  
14 Counsel. In the event of termination pursuant to this Section, City shall pay Special  
15 Counsel for services satisfactorily performed up to the effective date of termination for  
16 which Special Counsel has not been previously paid but City shall have no obligation to  
17 have Special Counsel perform services after notice of termination has been given. The  
18 procedures for payment as described in Section 10 and in the Guidelines for Billing shall  
19 apply. On the effective date of termination, Special Counsel shall deliver to City all Data  
20 developed or accumulated in performance hereunder, whether in draft or final form, or in  
21 process.

22           24.    Notice. Any notice or approval required hereunder by either party  
23 shall be in writing and personally delivered or deposited in the U.S. Mail, first class,  
24 postage prepaid to Special Counsel at Atkinson, Andelson, Loya, Ruud & Romo, Attn:  
25 Nate Kowalski, 12800 Center Court Drive, Suite 300, Cerritos, CA 90703; and to the City  
26 at City Attorney, Attn: Gary Anderson, 333 West Ocean Boulevard, 11th Floor, Long  
27 Beach, California 90802. Notice may be given by fax to the City Attorney at (562) 436-  
28 1579 and to Special Counsel at (562) 653-3333, provided that duplicate notice is

1 simultaneously delivered or mailed. Notice shall be deemed given on the date of  
2 personal delivery or forty-eight (48) hours after deposit in the mail. Notice of change of  
3 address shall be given as described herein for other notices.

4           25. Waiver of Breach. The acceptance of any services or payment of  
5 any money by City shall not operate as a waiver of any provision hereof, or of any right to  
6 damages or indemnity stated herein. The waiver of any breach hereof shall not  
7 constitute a waiver of any other or subsequent breach.

8           26. Termination. Termination or expiration of the Purchase Order shall  
9 not affect rights or liabilities which accrued under the Purchase Order or these Additional  
10 Terms and Conditions prior to termination or expiration of the Purchase Order, and shall  
11 not extinguish any warranties hereunder.

12           27. 1099 Form. As required by federal and state law, City is obligated to  
13 and will report the payment of compensation to Special Counsel on Form 1099-Misc.  
14 Special Counsel shall be solely responsible for payment of all federal and state taxes  
15 resulting from payments hereunder. Special Counsel shall submit Special Counsel's  
16 Employer Identification Number (EIN), or Special Counsel's Social Security Number if  
17 Special Counsel does not have an EIN, in writing to City Attorney or designee. Special  
18 Counsel acknowledges and agrees that City has no obligation to pay Special Counsel  
19 until Special Counsel provides one of these Numbers.

20           26. Advertising. Special Counsel shall not use the name of City, its  
21 officials or employees in any advertising or solicitation for business, nor as a reference,  
22 without the prior approval of the City Attorney or designee.

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

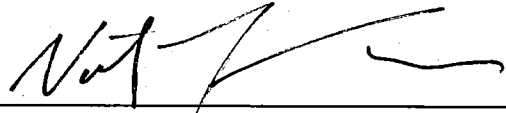
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IN WITNESS WHEREOF, the parties have caused this document to be executed with all of the formalities required by law as of the date first stated above.

SPECIAL COUNSEL

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

DATED: 7/21/17

By 

Title: Partler

"Special Counsel"

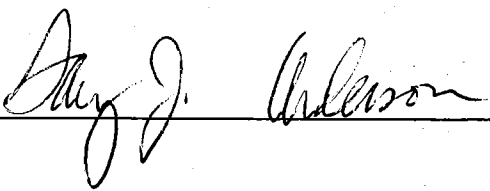
CITY OF LONG BEACH, a municipal corporation

DATED: 7/26/17

By  EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.  
City Manager  
"City" Tom Modica  
Assistant City Manager

This Agreement is approved as to form on July 25, 2017

CHARLES PARKIN, City Attorney

By 

## GUIDELINES FOR BILLING

1  
2 In addition to the provisions stated in the Agreement, 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  
8 suitable for the task required and the specific needs of the Matter, and to use the  
9 maximum efficiencies available. Billings for services performed by the inappropriate level  
10 of personnel will be reduced by the City based on rate adjustments for the appropriate  
11 level 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  
14 incurred by Special Counsel for the Matter, commencing on the date that Special  
15 Counsel receives the request. The budget and timeline shall include the specific tasks to  
16 be performed (including such things as discovery and motions for trial, preparation of  
17 documents for transactional services, and anticipated research and investigations).  
18 Special Counsel shall identify the projected total hours that will be billed and who will be  
19 performing those hours of service, plus fees and costs for each task. The budget and  
20 timeline shall be a good faith estimate and as complete as possible. Any deviation from  
21 the budget and any deviation over 10% on any task identified in the budget must be  
22 discussed in advance with the City Attorney, or designee, and the billing related to that  
23 task is subject to adjustment so as to conform to the budget.

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

27 If the billings of Special Counsel are approaching the "not to exceed"  
28 amount shown in Section 3 of the Agreement, then Special Counsel shall submit, in

1 writing to the City Attorney or designee, the reasons why additional funds will be required  
2 to complete the Services. Special Counsel is cautioned that the City cannot pay invoices  
3 which reflect fees over the "not to exceed" amount in Section 3 of the Agreement.

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

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

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

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

14           9. The City will reimburse for facsimiles sent but not received by  
15 Special Counsel and photocopies made at a rate not to exceed \$.12 per page; the  
16 number of pages of facsimiles and to whom they were sent, and the number of pages or  
17 photocopies made must appear on the invoice. Special Counsel shall limit the making of  
18 photocopies and the sending of facsimiles. The City will reimburse actual costs for  
19 computerized legal research if it is reasonable and necessary; however, these charges  
20 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  
25 attorney services to send and to file papers and other materials. The City reserves the  
26 right to reduce excessive charges for messengers and Federal Express or other similar  
27 services which are not fully explained or which are not necessary, in the City's  
28 determination.

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

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

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

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

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

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

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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.

E. 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**

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NAME	POSITION/TITLE	HOURLY RATE
	Partner	\$305-330*
	Associate	\$230-280*
	Paralegal	\$145-185*

\*Unless otherwise agreed, each of these hourly rates will increase by \$5.00 per hour on January 1st of each year.

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