

1 approval of the City Attorney, or designee. The City reserves the right to refuse to
2 pay for work performed by any individual whose name is not listed or who has not
3 received such prior approval, or whose rate has not been approved.

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

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

11 D. For workers' compensation matters, Special Counsel shall:

12 i. Obtain prior written approval of the City Attorney or
13 designee, before hiring or otherwise incurring any obligation to pay for any
14 investigations including surveillance.

15 ii. Obtain prior written approval of the City Attorney or
16 designee, before hiring or otherwise incurring any obligation to pay for copy
17 service for obtaining medical records or other subpoenaed records.

18 iii. Submit and resolve all AOE/COE disputes and medical
19 disputes for safety officers in accordance with agreements between the City
20 of Long Beach and the Long Beach Police Officers Association and Long
21 Beach Firefighters Association, which will be attached as Addendum
22 subsequent to execution of this Agreement.

23 iv. Engage only California licensed attorneys or licensed
24 hearing representatives to appear at the Workers Compensation Appeals
25 Board or at any other legal proceeding.

26 3. FEE. City shall pay to Special Counsel in due course of payments
27 compensation at the hourly rates identified in the staffing profile and reimbursement of
28 costs as further described herein and in the "Guidelines" also attached hereto, in an initial

1 not-to-exceed amount of Fifty Thousand Dollars (\$50,000.00). The "not-to-exceed"
2 amount may be subsequently modified or changed after a written budget has been
3 submitted to, and approved by the City Attorney pursuant to Section 7 of this Agreement.
4 Any new "not-to-exceed" amount shall be set forth in a written amendment signed by both
5 parties.

6 4. 75% CONTRACT AMOUNT NOTICE. The City will not pay Special
7 Counsel for any fees incurred in excess of the total amount allotted to this Agreement,
8 which is set forth as the "not-to-exceed" amount described in Section 3 of this
9 Agreement. Special Counsel shall provide thirty (30) days advance written notice to the
10 City Attorney whenever it has reason to believe that fees it expects to incur under this
11 Agreement, when added to all fees and costs previously incurred, will approach
12 exceeding seventy-five percent (75%) of the total not-to-exceed amount. The notice shall
13 state the estimated amount of and the reasons why, additional funds are required to
14 continue performance under the Agreement.

15 5. BILLING.

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

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

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

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

27 E. Special Counsel shall submit invoices no later than the
28 fifteenth (15th) day of the month following the month in which Services were

1 performed and actual costs incurred. If Special Counsel submits invoices after
2 said date, then the invoice(s) may be subject to a discount of ten percent (10%) for
3 each month or portion thereof that the invoice is not timely submitted.

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

10 7. LITIGATION REPORT AND BUDGET.

11 A. Litigation Report for Litigation Matters, Other Than Workers'
12 Compensation.

13 i. Within ninety (90) days of commencing work on a
14 litigation matter (other than workers' compensation), Special Counsel shall
15 submit a written litigation report and budget directed to the City Attorney or
16 designee for his/her review and approval.

17 ii. The litigation report shall include at least all of the
18 following: (1) case analysis, including potential exposure, (2) potential
19 pleadings to be filed, (3) an outline of discovery planned, (4) suggested
20 retention of expert witnesses and the identity of the proposed expert
21 witnesses, and (5) anticipated law and motion practice up to trial.

22 B. Litigation Report and Settlement Authority for Workers'
23 Compensation Matters.

24 i. Within fourteen (14) days of commencing work on a
25 workers' compensation matter, Special Counsel shall submit a written
26 litigation report and budget directed to the City Attorney or designee for
27 his/her review and approval.

28 ii. The litigation report shall include at least all of the

1 following: (1) case analysis, including potential exposure, (2) outline of
2 discovery, (3) suggestions regarding use of Independent Medical Examiners
3 (Safety Officers only), Agreed Medical Examiners, Panel Qualified Medical
4 Examiners, Billing Experts, Medicare Set Aside Experts, Structured
5 Settlement companies or other recommended experts and the identity of
6 the proposed expert witnesses, and (5) plan of action towards expeditious
7 resolution.

8 iii. The City handles subrogation matters in-house,
9 however litigation reports must consider subrogation issues if relevant.

10 iv. With the consent of claims examiner, Special Counsel
11 shall submit all requests for settlement authority to the City Attorney or
12 designee. Requests for settlements over Fifty Thousand Dollars (\$50,000)
13 require the prior approvals of the City Attorney or designee and the City
14 Council.

15 C. Accompanying the litigation report for all matters, Special
16 Counsel shall also submit a written budget that lists the anticipated fees for each
17 action described in the litigation report, broken down by activity. Upon review and
18 approval of the written budget by the City Attorney, and upon incorporation in an
19 amendment signed by both parties, the amount set forth in such budget shall be
20 the new "not-to-exceed" amount under Section 3 of this Agreement.

21 D. Any updated or revised budget shall point out and explain
22 each material modification or change from previous budgets.

23 E. In addition to the foregoing and any other requirements set
24 forth in this Agreement, the City Attorney or designee may at any time request a
25 written report, written budget or timeline for the Matter. If requested, the budget
26 shall include all projected fees and costs to be incurred by Special Counsel for the
27 Matter, commencing on the date that Special Counsel receives the request. The
28 budget and timeline shall include the specific tasks to be performed (including

1 such things as discovery and motions for trial, preparation of documents for
2 transactional services, and anticipated research and investigations; and for
3 workers' compensation matters, trial and hearing preparation, lien review and
4 analysis, and sub rosa). Special Counsel shall identify the projected total hours
5 that will be billed and who will be performing those hours of service, plus fees and
6 costs for each task. The budget and timeline shall be a good faith estimate and as
7 complete as possible. Any deviation from the budget and any deviation over 10%
8 on any task identified on the budget must be discussed in advance with the City
9 Attorney or designee, and the billing related to that task is subject to adjustment so
10 as to conform to the budget. In addition, the City Attorney or designee may
11 request a written budget and timeline similar to the one described above, but
12 relating specifically to one or more tasks necessary to the Matter.

13 F. Special Counsel shall consult closely with, and obtain prior
14 written approval of the City Attorney or designee, before hiring or otherwise
15 incurring any obligation to pay other counsel, specialists, consultants, experts, or
16 undertaking any unusual or high-dollar expenditure in connection with the Matter.
17 Failure to obtain said prior written approval, or failure to submit a written report and
18 budget as required under this Agreement, may result in a denial in payment of
19 invoices.

20 8. TERM. The term of this Agreement shall begin at 12:01 a.m. on
21 March 1, 2015 and shall end when the Matter is concluded or on fifteen (15) days' prior
22 notice from the City to Special Counsel.

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

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

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

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

25 10. CONFLICT OF INTEREST. Special Counsel, by executing this
26 Agreement, certifies that, at the time Special Counsel executes this Agreement and for
27 the duration of this Agreement, Special Counsel does not have and will not perform
28 services for any other client which would create a conflict as between the interests of the

1 City hereunder and the interests of such other client, subject to written waiver by the City.

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

8 12. MISCELLANEOUS.

9 A. This Agreement shall not be amended, nor any provision or
10 breach hereof waived except in writing signed by the parties which refers to this
11 Agreement.

12 B. This Agreement shall be governed by and construed pursuant
13 to the laws of the State of California. Special Counsel shall comply with all laws,
14 ordinances, rules, and regulations covering performance of Services.

15 C. This Agreement, including the Guidelines and exhibits, if any,
16 constitutes the entire understanding between the parties and supersedes all other
17 agreements, oral or written, with respect to the Services and the Matter.

18 D. If there is any inconsistency or ambiguity between this
19 Agreement, the Guidelines, or the Addendum, this Agreement shall control.

20 E. If there is any legal proceeding between the parties to enforce
21 or interpret this Agreement or to protect or establish any rights or remedies
22 hereunder, the prevailing party shall be entitled to its costs and expenses,
23 including reasonable attorneys' fees and court costs (including appeals).

24 F. The acceptance of Services or payment of money by the City
25 shall not operate as a waiver of any provision of this Agreement. The waiver of
26 any breach of this Agreement shall not constitute a waiver of any other or
27 subsequent breach of this Agreement.

28 G. This Agreement is intended by the parties to benefit

1 themselves only and is not in any way intended or entered for the purpose of
2 creating any benefit or right for any person or entity that is not a party to this
3 Agreement.

4 13. NOTICE. Notice shall be in writing and personally delivered or
5 deposited in the U.S. Mail, first class, postage prepaid to Special Counsel at 888 S.
6 Figueroa St., 16th Floor, Los Angeles, CA 90017, Attn.: Allison Hilgers and to the City at
7 333 West Ocean Boulevard, 11th Floor, Long Beach, California 90802, Attn.: City
8 Attorney. Notice may be given by fax to the City Attorney at (562) 436-1579 and to
9 Special Counsel at (213) 992-3272, provided that duplicate notice is simultaneously
10 delivered or mailed. Notice shall be deemed given on the date of personal delivery or
11 forty-eight hours after deposit in the mail. Notice of change of address shall be given as
12 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.
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4 ALDERMAN & HILGERS LLP

5 DATED: 3/18/15

By Daniel Z. Alkome

6 Title: PARTNER

7 "Special Counsel"

8
9 * CITY OF LONG BEACH, a municipal
10 corporation

11 DATED: _____

By _____
City Manager

12 "City"

13 CHARLES PARKIN, City Attorney

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16 DATED: April 9, 2015

By Charles Parkin

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18 * The City Manager's signature is only required in the event the total contract amount
19 exceeds the \$200,000 threshold requiring City Council approval.
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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

GUIDELINES FOR BILLING

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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

1 and will, in the City's sole 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,
8 closing or organizing files; or other similar tasks.

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

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

1 9. The City will not reimburse for overtime, word processing (document
2 production), supplies, anything identified on an invoice as "miscellaneous", or any other
3 unidentified charges.

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

9 11.

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

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

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

26 D. The City must approve all extended travel in advance. The
27 City will reimburse fifty percent (50%) of the actual costs of extended travel, unless
28 Special Counsel can substantiate the need for full reimbursement. Special

1 Counsel shall use its best efforts to make airline reservations far enough in
2 advance to take advantage of reduced air fares and shall take advantage of other
3 promotional air fairs that reduce costs. In any case, travel by air shall be at
4 economy, coach, or other lower fare. The City will not reimburse for travel
5 insurance.

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

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

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

NAME	POSITION/TITLE	HOURLY RATE
DANIEL ALDERMAN	PARTNER	\$ 165.00
Allison Higers	Partner	\$ 165.00

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

BINDER

PRIMARY LAWYERS PROFESSIONAL LIABILITY INSURANCE

This certifies that coverage has been bound as follows:

NAMED INSURED: Alderman & Hilgers, LLP
888 South Figueroa Street, 16th Floor
Los Angeles, CA 90017

POLICY #: PL201500001403
EFFECTIVE DATE: January 10, 2015 to January 10, 2016

RATABLE # OF LAWYERS: 2

Limits of Liability (Each Claim/Aggregate)	CEIL/ CEOL	Deductible	Loss Only / Loss & Exp.	Per Claim / Aggregate	Annual Premium	Surcharges/ PLIGA	Total Premium
\$3,000,000 / \$3,000,000	CEIL	\$ 10,000	Loss & Exp	Per Claim	\$13,799	N/A	\$13,799.00

CEIL: Claims Expenses included within the Limits of Liability
CEOL: Claims Expenses payable in addition to the Limits of Liability
Loss Only: Deductible applies only to Damages
Loss & Exp.: Deductible applies to both Damages and Claim Expenses

APPROVED AS TO FORM

April 9, 2015

Charles Parkin

CHARLES PARKIN, City Attorney

TERMS AND CONDITIONS:

This insurance would include the following coverage terms and conditions:

- Insurer: New York Marine and General Insurance Company
- Policy Form: Primary Lawyers Professional Liability Insurance Policy #: PL 1001 0910
- Endorsements: See attached Schedule of Forms and Endorsements
- Retroactive Date: October 1, 2010

NOTE: Descriptions above for summary purposes only. For a detailed description of the terms of the policy, please refer to the policy form and any endorsements indicated above.

SUBJECT TO:

Our binding coverage on the applicant's behalf is conditioned on acceptance of the following items:

PAYMENT OF PREMIUM

If additional information/materials are requested above then this binder shall be considered a temporary and conditional binder and is contingent upon the receipt, review and acceptance of this information/materials within thirty (30) days of the date of this binder unless otherwise specified. ProSight Specialty Insurance reserves the right to rescind this binder as of the policy effective date or modify the bound terms and conditions upon review of the additional information/materials.