



## AGENDA REPORT

**Meeting Date:** October 4, 2016

**Item Number:** D-12

**To:** Honorable Mayor & City Council

**From:** Don Rhoads, Director of Administrative Services/CFO  
Shelley Ovrom, Assistant Director of Administrative Services/HR

**Subject:** AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS; AND

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$100,000 TO THE PURCHASE ORDER FOR A NOT-TO-EXCEED AMOUNT OF \$220,000; AND

APPROPRIATION OF \$100,000 FROM THE AVAILABLE GENERAL FUND BALANCE FOR THE PROVISION OF CONFIDENTIAL PERSONNEL INVESTIGATIONS

**Attachments:**

1. Original Agreement (#550-15)
2. Amendment No. 1 (#25-16)
3. Amendment No. 2 (#44-16)
4. Amendment No. 3 (#183-16)
5. Amendment No. 4

---

### **RECOMMENDATION**

Staff recommends that the City Council approve an amendment to the contract (550-15) and an additional \$100,000 to be appropriated and added to this existing purchase order for a total not-to-exceed amount of \$220,000 for employee and labor relations and employment law services, specifically to conduct independent investigations of confidential personnel matters.

**INTRODUCTION**

The City has retained the services of Atkinson, Andelson, Loya Ruud & Romo (AALRR) in order to conduct specialized confidential personnel investigations. The additional funding will address the need for appropriate funding for personnel investigations, the demands for which are not easy to anticipate.

**DISCUSSION**

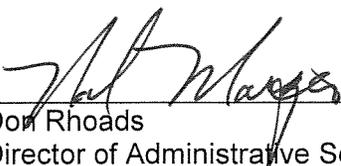
In order to complete personnel investigations requiring particular areas of expertise, the City retained the services of attorneys at AALRR to conduct personnel investigations. The assignment of additional investigations to the firm, as well as the scope of the matters involved, has necessitated an increase to the original contract amount.

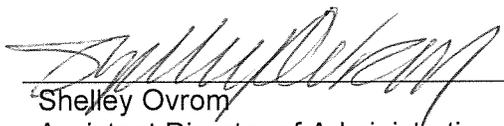
The law firm of AALRR and the particular attorney assigned to the City of Beverly Hills was retained due to unique experience conducting public safety investigations, taking into account Public Safety Officers Procedural Bill of Rights (PBOR) and the Firefighters Procedural Bill of Rights (FBOR). It is anticipated that future investigations will warrant the same expertise and will likely be outsourced to the same firm.

The amount requested will bring the total of the purchase order to \$220,000 for the duration of a two (2) year contract. While it is not possible to estimate the need for future external investigations, Staff is requesting that sufficient funding be added to the contract and purchase order in order to ensure there are no delays in executing a prompt and thorough investigation in the event it is warranted. Additionally, the expenditures for investigative services in the Fiscal Year 2015/16 budget far exceeded the budgeted amount within the Administrative Services Department budget. In order to address this budgetary issue, the two departments with the largest number of investigations utilized their available funding to pay for the investigations concerning employees in their respective departments. In order to ensure there is appropriate funding available for the conduct of such required investigations going forward, Staff is requesting the appropriation from the general fund available balance for the remainder of the current fiscal year.

**FISCAL IMPACT**

While it is not possible to predict the number of investigations which will be needed in the coming fiscal year, Staff is requesting the ability to have sufficient funds to cover the potential costs. Therefore, an appropriation of \$100,000 from the available general fund balance is requested in order to address potential personnel investigation charges, for a not-to-exceed amount of \$139,000, for Fiscal Year 2016/17.

  
\_\_\_\_\_  
Don Rhoads  
Director of Administrative Services/  
CFO

  
\_\_\_\_\_  
Shelley Ostrom  
Assistant Director of Administrative  
Services/HR

# **ATTACHMENT 1**

AGREEMENT NO.

550-15

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL  
LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR  
AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT  
INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS

NAME OF CONTRACTOR:	Atkinson, Andelson, Loya, Ruud & Romo, A Professional Law Corporation
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Irma Rodriguez Moisa, Senior Partner
CONTRACTOR'S ADDRESS:	12800 Center Court Drive, Suite 300 Cerritos, CA 90703 Attention: Irma Rodriguez Moisa, Senior Partner
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Don Rhoads, Director Of Administrative Services/ Chief Financial Officer
COMMENCEMENT DATE:	October 12, 2015
TERMINATION DATE:	October 12, 2016
CONSIDERATION:	Not to exceed \$ 25,000

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL  
LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR  
AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT  
INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Atkinson, Andelson, Loya, Ruud & Romo, A Professional Law Corporation (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described

in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses

The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance.

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+,VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically

stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated Agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

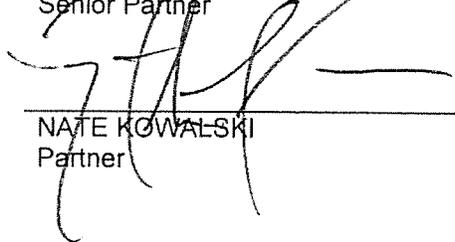
EXECUTED the 27<sup>th</sup> day of October 2015, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

  
\_\_\_\_\_  
DON RHOADS  
Director Of Administrative Services/ Chief  
Financial Officer

CONTRACTOR: ATKINSON, ANDELSON,  
LOYA, RUUD & ROMO, A PROFESSIONAL  
LAW CORPORATION

  
\_\_\_\_\_  
IRMA RODRIGUEZ MOISA  
Senior Partner

  
\_\_\_\_\_  
NATE KOWALSKI  
Partner

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
RACHELLE OVROM  
Assistant Director of Administrative  
Services/Human Resources

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall perform the following services:

Represent CITY with respect to certain labor and employment matters, as requested by CITY, and specifically, for the purpose of conducting independent investigations of confidential personnel matters.

CITY agrees to fully cooperate with the CONTRACTOR in connection with the CONTRACTOR's representation of CITY, including but not limited to attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the CONTRACTOR to adequately represent CITY.

Protection of city confidences high tech communication devices:

The CONTRACTOR stays constantly aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that the CITY and the CONTRACTOR agree from the outset what kinds of communications technology the CONTRACTOR should employ in the course of this engagement. For instance, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, the CITY should only provide the CONTRACTOR with cellular numbers, facsimile numbers and email addresses which are acceptable to the CITY for receiving confidential communications from the CONTRACTOR. If the CITY has any mailing addresses, cellular numbers, facsimile numbers, and email addresses that the CONTRACTOR should not use for confidential communications, please advise CONTRACTOR of these in writing. CITY agrees that the CONTRACTOR may use any of the CITY's cellular numbers, facsimile numbers and email addresses other than those which the CITY specify in writing that the CONTRACTOR should not use.

Possible third party conflicts:

CITY and CONTRACTOR agree to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this AGREEMENT.

Mediation/arbitration; waiver of jury trial:

If a dispute arises out of or relating to any aspect of this Agreement between CITY and CONTRACTOR, or the breach thereof, and if the dispute cannot be settled through negotiation, CONTRACTOR and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing in this Agreement limits or otherwise affects CITY's right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee

disputes between lawyers and CITY. However, should discussions, mediation or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute may be determined by binding arbitration before the American Arbitration Association under their then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration under the California Code of Civil Procedure. The claims or controversies subject to this provision may include, without limitation, any claim of professional negligence or malpractice. The arbitration will be held in Los Angeles, California, unless we mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should CITY refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. CITY should realize that by accepting the arbitration provision, CITY WILL WAIVE CITY'S RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

- A. CITY will compensate CONTRACTOR for the performance of legal services at the hourly rates stated herein for the attorneys within the firm working on the matters.

Hourly rates will be: Partners - \$325-\$350 per hour; Associates - \$230-\$275 per hour (depending on years of experience); and Paralegals - \$165 per hour. Alfonso Estrada, Senior Associate, will be the attorney primarily responsible for providing legal services under this Agreement.

CONTRACTOR will bill CITY for all professional services rendered on behalf of the CITY matter. The time billed to the CITY for professional services will be billed in one-tenth of an hour increments for time actually expended, including reasonable travel time billed portal to portal. CONTRACTOR may charge the full hourly rate to more than one client for the same time period. Examples include, but are not limited to: (a) CONTRACTOR charges CITY for telephone advice rendered while attorney is traveling in connection with a matter for another client, (b) CONTRACTOR charges CITY for written e-mail advice provided while Attorney is performing labor negotiation services for another client, rendered during a break in those negotiations, etc.

- B. CONTRACTOR will not be obligated to advance costs on behalf of CITY; however, for the purposes of convenience and in order to expedite matters, the CONTRACTOR reserves the right to advance costs on behalf of CITY with CITY's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of CITY in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, filing fees, copying charges (outside vendors only), appearance fees, messenger fees, travel costs, bonds, witness fees, expert fees, consultant fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. Costs will be charged to the CITY without mark-up.
- C. If the Investigator records interview of witness, a fee of \$65.00 per hour will be charged for CONTRACTOR's assistants to transcribe the interviews.
- D. In addition to CONTRACTOR's fees, CITY will also be responsible for paying a five percent (5%) administrative charge calculated and based on fees billed to cover costs and expenses incurred in our handling of the matter such as photocopies, local travel charges and parking, fax charges, telephone charges and other similar charges.
- E. A detailed description of the attorney work performed and the costs advanced by the CONTRACTOR will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the CONTRACTOR from CITY by the 15th of each month for the prior monthly statement, unless other arrangements are made. In the event there are retainer funds of Client in the CONTRACTOR's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the CONTRACTOR's Trust Account to the CONTRACTOR's General Account to the extent of the balance due on the monthly statement and a credit therefore will be reflected on the monthly statement. Any balance

of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

- F. CITY agrees to review the CONTRACTOR's monthly statements promptly upon receipt and to notify the CONTRACTOR, in writing, with respect to any disagreement with the monthly statement.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A B C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I	LIMITS P D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY					
	<input type="checkbox"/> GENERAL LIABILITY					
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS					
	<input type="checkbox"/> BLANKET CONTRACTUAL					
	<input type="checkbox"/> CONTRACTOR'S PROTECTIVE					
	<input type="checkbox"/> PERSONAL INJURY					
	<input type="checkbox"/> EXCESS LIABILITY					
	<input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE \_\_\_\_\_ BY : \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Insurance Representative  
 TITLE \_\_\_\_\_  
 AGENCY : \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_

# **ATTACHMENT 2**

AGREEMENT NO.

25-16

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO,  
A PROFESSIONAL LAW CORPORATION TO REPRESENT THE CITY IN  
CERTAIN LABOR AND EMPLOYMENT MATTERS AND CONDUCT  
INDEPENDENT INVESTIGATIONS OF CONFIDENTIAL PERSONNEL  
MATTERS

NAME OF CONTRACTOR: Atkinson, Andelson, Loya, Ruud & Romo, A  
Professional Law Corporation

RESPONSIBLE PRINCIPAL OF  
CONTRACTOR: Irma Rodriguez Moisa, Senior Partner

CONTRACTOR'S ADDRESS: 12800 Center Court Drive, Suite 300  
Cerritos, CA 90703  
Attention: Irma Rodriguez Moisa, Senior Partner

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Don Rhoads, Director of Administrative  
Services/Chief Financial Officer

COMMENCEMENT DATE: October 12, 2015

TERMINATION DATE: October 12, 2016

CONSIDERATION: Original Agreement: Not to exceed \$25,000  
Amendment No. 1: Not to exceed \$25,000  
Total Not to Exceed: \$50,000

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS**

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION (hereinafter called "CONTRACTOR") dated October 27, 2015 and identified as Contract No. 550-15 "Agreement".

CITY and CONTRACTOR desire to amend the Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration is hereby amended as set forth above.

Section 2. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

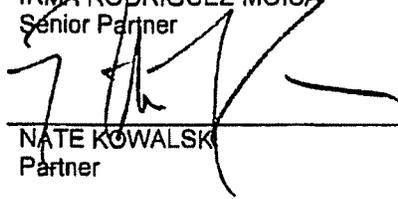
EXECUTED the 9<sup>th</sup> day of February 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

  
\_\_\_\_\_  
MAHDI ALUZRI *KR*  
City Manager

CONTRACTOR: ATKINSON, ANDELSON,  
LOYA, RUUD & ROMO, A PROFESSIONAL  
LAW CORPORATION

  
\_\_\_\_\_  
IRMA RODRIGUEZ MOISA  
Senior Partner

  
\_\_\_\_\_  
NATE KOWALSKI  
Partner

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
DON RHOADS  
Director of Administrative Services/Chief  
Financial Officer

  
\_\_\_\_\_  
RACHELLE O'VROM  
Assistant Director of Administrative  
Services/Human Resources

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

# **ATTACHMENT 3**

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS

NAME OF CONTRACTOR: Atkinson, Andelson, Loya, Ruud & Romo, A Professional Law Corporation

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Irma Rodriguez Moisa, Senior Partner

CONTRACTOR'S ADDRESS: 12800 Center Court Drive, Suite 300  
Cerritos, CA 90703  
Attention: Irma Rodriguez Moisa, Senior Partner

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Don Rhoads, Director of Administrative Services/Chief Financial Officer

COMMENCEMENT DATE: October 12, 2015

TERMINATION DATE: October 12, 2016

CONSIDERATION: Original Agreement: Not to exceed \$25,000  
Amendment No. 1: Not to exceed \$25,000  
Amendment No. 2: Not to exceed \$20,000  
Total Not to Exceed: \$70,000

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Atkinson, Andelson, Loya, Ruud & Romo, a professional law corporation (hereinafter called "CONTRACTOR"), dated October 27, 2015 and identified as Contract No. 550-15 ("Original Agreement"), as amended by Amendment No.1, dated February 9, 2016 and identified as Contract No. 25-16 (the "Agreement"), copies of which are on file in the Office of the City Clerk.

RECITALS

A. CITY and CONTRACTOR entered into the Agreement for CONTRACTOR to represent CITY in certain labor and employment matters and conduct independent investigations of confidential personnel matters.

B. CITY and CONTRACTOR desire to amend the Agreement to increase the Compensation.

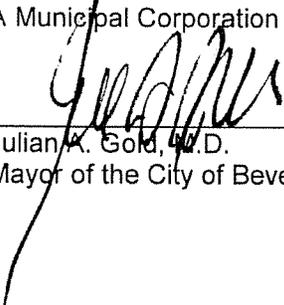
NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration is hereby amended as set forth on the cover page.

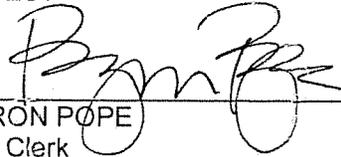
Section 2. Except as specifically amended by this Amendment No. 2, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the 16<sup>th</sup> day of February 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

  
\_\_\_\_\_  
Julian K. Gold, M.D.  
Mayor of the City of Beverly Hills, California

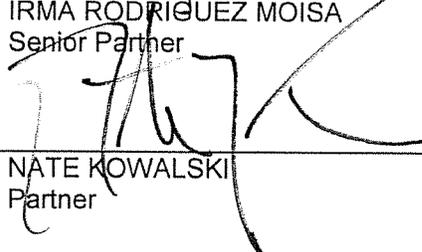
ATTEST:

  
\_\_\_\_\_  
BYRON POPE  
City Clerk

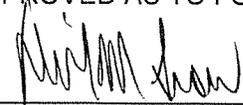
(SEAL)

CONTRACTOR: ATKINSON, ANDELSON,  
LOYA, RUUD & ROMO, A PROFESSIONAL  
LAW CORPORATION

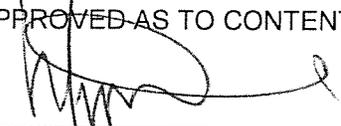
  
\_\_\_\_\_  
IRMA RODRIGUEZ MOISA  
Senior Partner

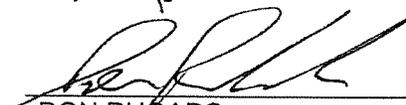
  
\_\_\_\_\_  
NATE KOWALSKI  
Partner

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DAVID SNOW  
Interim City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

  
\_\_\_\_\_  
DON RHOADS  
Director of Administrative Services/Chief  
Financial Officer



---

SHELLEY OVROM  
Assistant Director of Administrative  
Services/Human Resources



---

KARL KIRKMAN  
Risk Manager

# **ATTACHMENT 4**

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS

NAME OF CONTRACTOR: Atkinson, Anderson, Loya, Ruud & Romo, A Professional Law Corporation

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Irma Rodriguez Moisa, Senior Partner

CONTRACTOR'S ADDRESS: 12800 Center Court Drive, Suite 300  
Cerritos, CA 90703  
Attention: Irma Rodriguez Moisa, Senior Partner

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Don Rhoads, Director of Administrative Services/Chief Financial Officer

COMMENCEMENT DATE: October 12, 2015

TERMINATION DATE: October 12, 2016

CONSIDERATION: Original Agreement: Not to exceed \$25,000  
Amendment No. 1: Not to exceed \$25,000  
Amendment No. 2: Not to exceed \$20,000  
City Council Approved: February 16, 2016  
Amendment No. 3: Not to exceed \$50,000  
Total Not to Exceed: \$120,000

**CHANGE ORDER AGREEMENT**

Pursuant to Beverly Hills Municipal Code Section 3-3-111, the Contracting Officer may approve a change order that does not exceed his/her purchasing authority.

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS

This Amendment No. 3 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION (hereinafter called "CONTRACTOR") dated October 27, 2015 and identified as Contract No. 550-15, as amended by Amendment No. 1, dated February 9, 2016, and identified as Contract No. 25-16, and further amended by Amendment No 2, dated February 16, 2016, and identified as Contract No. 44-16 ("Agreement") to represent the City in certain labor and employment matters and conduct independent investigation of confidential personnel matters, copies of which are on file in the office of the City Clerk.

CITY and CONTRACTOR desire to amend the Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration is hereby amended as set forth above.

Section 2. Except as amended by this Amendment and previous amendments, if any, the remaining provisions of this Agreement shall remain in full force and effect.

EXECUTED the 14<sup>th</sup> day of June, 2016, at Beverly Hills,  
California.

CITY OF BEVERLY HILLS  
A Municipal Corporation



---

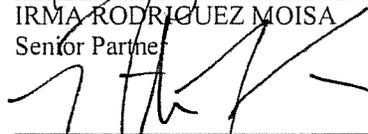
MANDI ALUZRI  
City Manager

CONTRACTOR: ATKINSON, ANDELSON,  
LOYA, RUUD & ROMO, A PROFESSIONAL  
LAW CORPORATION



---

IRMA RODRIGUEZ MOISA  
Senior Partner



---

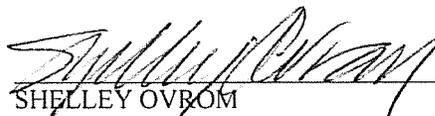
NATE KOWALSKI  
Partner

APPROVED AS TO CONTENT:



---

DON RHOADS  
Director of Administrative Services/Chief  
Financial Officer



---

SHELLEY OVRØM  
Assistant Director of Administrative  
Services/Human Resources



---

KARL KIRKMAN  
Risk Manager

# **ATTACHMENT 5**

AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS

NAME OF CONTRACTOR: Atkinson, Andelson, Loya, Ruud, & Romo, A Professional Law Corporation

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Irma Rodriguez Moisa, Senior Partner

CONTRACTOR'S ADDRESS: 12800 Center Court Drive, Suite 300  
Cerritos, CA 90703  
Attention: Irma Rodriguez Moisa, Senior Partner

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Don Rhoads, Director of Administrative Services/Chief Financial Officer

COMMENCEMENT DATE: October 12, 2015

TERMINATION DATE: October 12, 2017

CONSIDERATION: Original Agreement: Not to exceed \$25,000  
Amendment No. 1: Not to exceed \$25,000  
Amendment No. 2: Not to exceed \$20,000  
City Council Approved: February 16, 2016  
Amendment No. 3: Not to exceed \$50,000  
Amendment No. 4: Not to exceed \$100,000  
Total not to exceed \$220,000

AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION TO REPRESENT THE CITY IN CERTAIN LABOR AND EMPLOYMENT MATTERS AND CONDUCT INDEPENDENT INVESTIGATIONS OF CONFIDENTIAL PERSONNEL MATTERS

This Amendment No. 4 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A PROFESSIONAL LAW CORPORATION (hereinafter called "CONTRACTOR") dated October 27, 2015 and identified as Contract No. 550-15, as amended by Amendment No. 1, dated February 9, 2016, and identified as Contract No. 25-16, and amended by Amendment No. 2, dated February 16, 2016, and identified as Contract No, 44-16, and amended by Amendment No. 3, dated June 14, 2016, and identified as Contract No. 183-16 ("Agreement") to represent the City in certain labor and employment matters and conduct independent investigation of confidential personnel matters, copies of which are on file in the office of the City Clerk.

RECITALS

A. CITY and CONTRACTOR entered into the Agreement in connection with labor and employment matters, which was previously amended.

B. CITY and CONTRACTOR desire to further amend the Agreement to increase the Consideration due to required additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date is hereby extended as set forth on the cover page.

Section 2. The Consideration is hereby amended as set forth on the cover page.

Section 3. Except as amended by this Amendment and previous amendments, if any, the remaining provisions of this Agreement shall remain in full force and effect.

Executed the \_\_\_\_ day of \_\_\_\_\_, 2016, at Beverly Hills, California

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

CONTRACTOR: ATKINSON, ANDELSON,  
LOYA, RUUD & ROMO,  
A PROFESSIONAL CORPORATION

  
\_\_\_\_\_  
IRMA MOISA RODRIGUEZ  
Senior Partner

  
\_\_\_\_\_  
NATE KOWALSKI  
Partner

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

MAHDI ALUZRI  
City Manager



---

DON RHOADS  
Director of Administrative Services/Chief  
Financial Officer



---

SHELLEY OVRÓM  
Assistant Director of Administrative  
Services/Human Resources



---

SHARON L'HEUREUX DRESSEL  
Interim Risk Manager