



AGENDA REPORT

Meeting Date: April 6, 2010
Item Number: G-18
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO
Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: Agreement (1)
Resolutions (2)

Item A. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS ACCEPTING A GRANT AWARDED BY THE CALIFORNIA STATE LIBRARY IN THE AMOUNT OF \$15,000 TO IMPLEMENT A FAMILY PLACE LIBRARY CENTER IN THE CHILDREN'S SECTION OF THE BEVERLY HILLS PUBLIC LIBRARY AND APPROPRIATING FUNDS THEREFOR

RECOMMENDATION

Staff recommends that the City Council adopt the resolution accepting a grant of \$15,000 awarded by the California State Library and appropriating the funds to implement a family place library center in the Children's Section of the Beverly Hills Public Library as follows:

	FROM		TO
\$15,000	0107709F014-42221 Grant Revenue	\$15,000	0107709F014 Library Grants

INTRODUCTION

The Beverly Hills Public Library applied for and has been awarded a grant in the amount of \$15,000 to implement a Family Place Library center in the children's section of the public library. A Family Place Library center provides materials and programs for child development, early literacy, parent education and more.

DISCUSSION

The grant is targeted at children, preschool age and younger, and their caregivers. It provides materials and programs which help foster healthy child development, early literacy, parent education and family support. The program has a few main goals- 1) it recognizes that children are more likely to succeed in school if they are introduced to literacy concepts at an early age which is why many of the materials and programs provided through the grant focus on building pre-literacy skills; 2) it recognizes that children learn in many ways, so it provides for age appropriate manipulatives and toys to foster the development of fine and gross motor skills; and 3) it recognizes that parents and caregivers are their children's first teachers, encouraging these adults to learn about the important role that libraries can play in their own and their children's lives. As a result, the grant will pay for parent education classes as well as augmenting the library's collection of books on parenting.

The State Library grant will be used for furniture, materials, books, etc. The Library will provide approximately \$14,000 in kind staffing toward the implementation of the grant which will come from the existing Library budget.

The total grant for Council's acceptance and appropriation is \$15,000. In order for the City to spend the grant monies, the funds need to be appropriated by City Council action.

FISCAL IMPACT

Funds are available for this program from the receipt of a State of California Library grant.

Item B. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS ACCEPTING A DONATION FROM THE BEVERLY HILLS ROTARY CLUB, THE EASTLAND CORPORATION AND BEATRICE FARBER IN THE AMOUNT OF \$3,035 AND APPROPRIATING FUNDS THEREFOR

RECOMMENDATION

Staff recommends that the City Council adopt the resolution accepting a donation of \$3,035 from the Beverly Hills Rotary Club, The Eastland Corporation and Beatrice Farber and appropriate the funds for purchase of books and audio-visual materials as follows:

	FROM		TO
\$3,035	0107709-42221 Library Donations	\$3,035	0107707- 72230 Library Collections

INTRODUCTION

Donations were received from the Rotary Club of Beverly Hills (\$2700), the Eastland Corporation (\$300) and Beatrice Farber (\$35).

DISCUSSION

The Rotary Club of Beverly Hills has recognized the Library's STAR Literacy program for many years. This year the Rotarians raised \$5,700 in support of the Literacy program-

\$3000 was given to the Friends of the Library and \$2,700 directly to the City to purchase books and audiovisual materials to support the students of the Literacy program.

Donations from Eastland Corporation (\$300) and Beatrice Farber (\$35) were made in honor of the memory of long time Friend of the Library member, Ernie Ach. These funds would be used to purchase materials for the Library's collection.

The total donation for Council's acceptance and appropriation is \$3,035. In order for the City to spend the monies donated by the benefactors, the funds need to be appropriated by City Council action into the appropriate accounts.

FISCAL IMPACT

These are donations and therefore would not have any fiscal impact.

Item C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HANSON BRIDGETT, LLP TO PROVIDE A REVIEW OF THE CITY'S COMPLIANCE WITH THE LAWS GOVERNING ITS RETIREMENT AND HEALTH PLANS, AND PAYROLL SYSTEMS

RECOMMENDATION

Staff recommends that the City Council approves the agreement with Hanson Bridgett, LLP to analyze the City's compliance with the laws governing its retirement and health plans, and payroll systems.

INTRODUCTION

Hanson Bridgett, LLP is a well respected law firm with extensive experience addressing virtually every legal issue public agencies confront, especially issues directly related to municipal health plan and retirement benefit programs. They have been assisting the City in its various employee benefit programs since February 2006.

DISCUSSION

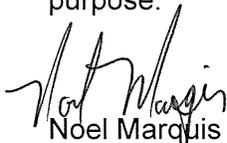
The analysis for the City will be conducted in three (3) phases- 1) retirement plan issues; 2) health plans; and 3) payroll functions.

The agreement covers a period of three (3) years for a consideration of not-to-exceed amount of \$100,000 including a \$10,000 contingency. A purchase order for \$30,000 will be issued annually for the period of the agreement.

The objective of the review is to improve internal controls and ensure that the City's benefit plans are in compliance with laws governing these plans.

FISCAL IMPACT

Funds are available in the Policy, Accounting & Legal Internal Service Fund for this purpose.


Noel Marquis

Finance Approval



Scott G. Miller

Approved By

RESOLUTION NO. 10-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS
ACCEPTING A GRANT AWARDED BY THE CALIFORNIA STATE
LIBRARY IN THE AMOUNT OF \$15,000 TO IMPLEMENT A FAMILY
PLACE LIBRARY CENTER IN THE CHILDREN'S SECTION OF THE
BEVERLY HILLS PUBLIC LIBRARY AND APPROPRIATING FUNDS
THEREFOR

The Council of the City of Beverly Hills does hereby resolve as follows:

Section 1. The City has received a grant awarded by the California State Library for a Family Place Library Center in the children's section of the Beverly Hills Public Library.

Section 2. The grant in the amount of \$15,000 will be deposited to the City General Fund.

Section 3. Appropriation of funds in the amount of \$15,000 is authorized as follows:

<u>From</u>		<u>To</u>	
\$15,000	0107709F014-42221 Grant Revenue	\$15,000	0107709F014 Library Grants

Section 4. The City hereby appoints the City Manager or his designee as agent of the City of Beverly Hills to accept the donated funding and to execute and submit all documents including, but not limited to purchase orders and payment requests, which may be necessary to complete Library purchases.

Section 5. The City Clerk shall certify to the adoption of the Resolution and shall cause the Resolution and his certification to be entered in the Book of Resolutions of the Council of the City.

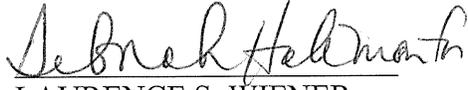
Adopted:

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:



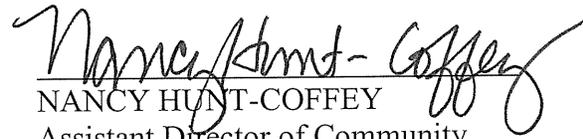
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer



STEPHEN M. MILLER
Director of Community Services



NANCY HUNT-COFFEY
Assistant Director of Community
Services/City Librarian

RESOLUTION NO. 10-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS
ACCEPTING A DONATION FROM THE BEVERLY HILLS ROTARY CLUB,
THE EASTLAND CORPORATION AND BEATRICE FARBER IN THE
AMOUNT OF \$3,035 AND APPROPRIATING FUNDS THEREFOR

The Council of the City of Beverly Hills does hereby resolve as follows:

Section 1. The City has received a donation from the Beverly Hills Rotary Club, the Eastland Corporation and Beatrice Farber.

Section 2. The donation in the amount of \$3,035 will be deposited to the City General Fund.

Section 3. Appropriation of funds in the amount of \$3,035 is authorized as follows:

From		To	
\$3,035	0107708-46722 Library Donations	\$3,035	0107707-72230 Library Collections

Section 4. The City hereby appoints the City Manager or his designee as agent of the City of Beverly Hills to accept the donated funding and to execute and submit all documents including, but not limited to purchase orders and payment requests, which may be necessary to complete Library purchases.

Section 5. The City Clerk shall certify to the adoption of the Resolution and shall cause the Resolution and his certification to be entered in the Book of Resolutions of the Council of the City.

Adopted:

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

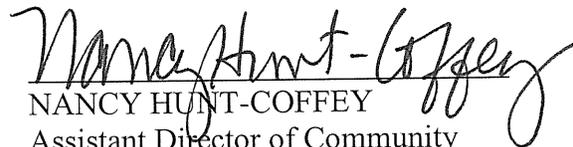
APPROVED AS TO CONTENT:



SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer



STEPHEN M. MILLER
Director of Community Services



NANCY HUNT-COFFEY
Assistant Director of Community
Services/City Librarian

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HANSON BRIDGETT, LLP TO PROVIDE A REVIEW OF THE CITY'S COMPLIANCE WITH THE LAWS GOVERNING ITS RETIREMENT AND HEALTH PLANS, AND PAYROLL SYSTEMS

NAME OF CONSULTANT: Hanson Bridgett, LLP

RESPONSIBLE PRINCIPAL OF CONSULTANT: Marcus Wu, Partner

CONSULTANT'S ADDRESS: 425 Market Street 26th Floor
San Francisco, California 94105
Attention: Marcus Wu, Partner

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Scott G. Miller, Director of Administrative Services/CFO

COMMENCEMENT DATE: Upon Receipt of Written Notice to Proceed

TERMINATION DATE: June 30, 2013, unless extended pursuant to Section 2

CONSIDERATION: \$30,000 For Phase 1
\$30,000 For Phase 2
\$30,000 For Phase 3
Not to exceed \$10,000 Contingency
Total not to exceed \$100,000.00 more particularly described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HANSON BRIDGETT, LLP TO PROVIDE A REVIEW OF THE CITY'S COMPLIANCE WITH THE LAWS GOVERNING ITS RETIREMENT AND HEALTH PLANS, AND PAYROLL SYSTEMS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Hanson Bridgett, LLP (hereinafter called "CONSULTANT").

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT 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 CONSULTANT 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. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT 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 CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT 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.

(b) Expenses. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. City may from time to time require CONSULTANT 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. Unless otherwise provided for herein, CONSULTANT shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONSULTANT 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 CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT 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 CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT 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) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT 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. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT'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. CONSULTANT 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 CONSULTANT. CONSULTANT 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 CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT 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 CONSULTANT.

(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 CONSULTANT 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, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT 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) CONSULTANT 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 CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT 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. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming 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 CONSULTANT 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, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT 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 CONSULTANT or any person employed by CONSULTANT 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 CONSULTANT. CONSULTANT 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 CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT 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 CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT'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 CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 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. 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT.

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 CONSULTANT.

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 ____ day of _____ 200__, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

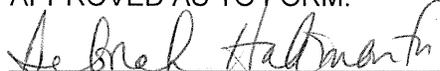
_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT
HANSON BRIDGETT LLP



MARCUS WU
Partner

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFF KOLIN
City Manager



SCOTT G. MILLER
Director of Administrative Services/Chief
Financial Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CITY engages CONSULTANT to review CITY's compliance with the laws governing its retirement and health plans and payroll systems. The review will be conducted in three phases which is estimated to take three years.

Phase 1: Select retirement plan issues

Phase 2: Select health plan issues

Phase 3: Select payroll issues

Outlined below is the work to be completed during Phase 1. The specific scope of services, including the deliverables schedule, for Phases 2 and 3 will be outlined after the completion of Phase 1 by mutual written agreement between CONSULTANT and the City Attorney.

Description of Phase 1

1. Overview

Phase 1 will cover CITY's defined contributions retirement plans, specifically the 401(k) (including the Roth 401(k) component), 415(m) and 457(b) plans. The plans are subject to federal tax laws governing the plans' content and operation. The plans are subject to certain requirements under California law, including fiduciary standards that CITY must follow for operating and administering the plan. Given the laws, Phase 1 will be a two-step process. First, a review will be conducted to determine whether the plan documents comply with the governing laws. Secondly, there will be a review of select aspects of CITY's operation and administration of the plans, focusing on areas such as investment selection where noncompliance could pose significant liability issues for CITY.

2. Plan Documentation

a. Issues: CITY's 401(k), Roth 401(k), 457(b) and 415(m) plans were authored by a national vendor. CITY should be able to rely on the vendor for keeping the documents in compliance with the tax laws. It has been found that some vendors have not done this.

b. Proposed Process: For each plan, CONSULTANT will review the following documents: the current plan documents, including all amendments; the adoption agreement; the trust document; and, any service or other agreements between CITY and the vendor. This review will evaluate whether the documents comply with federal tax laws and California law, and will examine the division of responsibilities between CITY and vendor.

3. Operations

a. Issues: Under California law, CITY is a "fiduciary" of the 401(k), 415(m) and 457(b) plans. As such, it is ultimately responsible for administering and operating the plans. CITY has delegated many administrative and operational functions to the plans' vendor. This does not, however, absolve CITY of all responsibility. CITY must still monitor the vendor and anyone else to whom it delegates duties with regard to the plans.

In addition, under the plans' terms, participants are allowed to direct the investment of their account balances among investments offered under the plans. CITY is responsible for selecting the investment menu, and for monitoring the menu to ensure it is appropriate given the circumstances. Given the size of CITY's plan assets, which total more than \$70 million, CITY could face significant risk of liability for any fiduciary breach, such as a failure to properly monitor the plans' investment menu.

Given the current size of CITY's 401(k) and 457(b) plans, an assessment of CITY's fiduciary responsibilities is now a critical issue.

b. Proposed Process: For each plan, the CONSULTANT review would cover the following topics:

i. With regard to the plan's investments: who is responsible for selecting and monitoring investments offered under the plan; the process for selecting and monitoring investments; the reasonableness of investment fees and related costs; compliance with the plan's investment policy; if any; and, any required (or desired) employee communications.

ii. The plan's process for determining who is eligible for the plan, adding new eligible employees to the payroll systems and reporting from the payroll system to the vendor, reporting terminations and other actions creating ineligibility, reporting contributions and the process for changing contribution levels, and paycheck reports to employees in conjunction with their contributions.

iii. Review CITY's role in complying with the tax limits, including the annual deferral limit, the annual dollar limit on total employee and employer contributions, and the compensation limit.

This information will be obtained from staff interviews, CITY process manuals, and relevant documents such as election forms. This will be a qualitative review and will not involve the review of random samples of records; however, the CONSULTANT may review a limited number of individual records for particular issues.

4. Deliverables: For each issue reviewed, CONSULTANT shall provide the City Attorney with a written report in accordance with the following deliverables schedule:

a. Within three months of commencement date CONSULTANT shall provide a written report on plan documentation containing

- i. High level summary;
- ii. Issue and short summary of governing law;

- iii. CONSULTANT's process for review;
- iv. The facts the CONSULTANT learned;
- v. Application of the law to the facts learned; and
- vi. Summary of recommendations.

b. Within six months of commencement date CONSULTANT shall provide a written report on CITY's operation and administration of the plans containing:

- i. High level summary;
- ii. Issue and short summary of governing law;
- iii. The process for review;
- iv. The facts learned;
- v. Application of the law to the facts learned; and
- vi. Summary of recommendations.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

1. Compensation: CITY shall compensate CONSULTANT a flat fee for each phase payable upon completion of all work per phase: Phase 1: \$30,000; Phase 2: \$30,000; and Phase 3: \$30,000.
2. Payment: CONSULTANT shall provide written monthly progress reports and budget estimates to CITY and a biweekly telephone check-in with the CITY on the project status, with options for action at each relevant point to ensure the CITY has control over the budget and project deliverables.
3. Contingency: A contingency in an amount not to exceed Ten Thousand Dollars (\$10,000) shall be designated for additional unanticipated services outside the scope of services set forth in Exhibit A. The cost of such services shall be by mutual agreement between the CONSULTANT and the City Attorney.

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"/> CONSULTANT'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

AGENCY : _____

TITLE : _____
 Address : _____
