



AGENDA REPORT

Meeting Date: April 7, 2015
Item Number: E-10
To: Honorable Mayor & City Council
From: Laurence S. Wiener, City Attorney
Subject: **AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RALPH ANDERSEN & ASSOCIATES FOR EXECUTIVE SEARCH SERVICES**
Attachment: Agreement

RECOMMENDATION

The City Council Ad Hoc Committee of Mayor Gold and Council member Brien recommends approval of an agreement between the City of Beverly Hills and Ralph Andersen & Associates ("Andersen") for executive search services in connection with the hiring of a new City Manager.

INTRODUCTION

This agreement would retain Ralph Andersen & Associates to conduct an executive search for a new Beverly Hills City Manager.

DISCUSSION

The City Council ad hoc committee of Mayor Gold and Council member Brien was requested by the City Council to solicit and review proposals from executive search firms for the purpose of recommending a firm to assist the City Council with the hiring of a new City Manager. The committee solicited proposals from five executive search firms that have significant experience in the recruitment of California City Managers. Of these five firms, four responded to the request for proposals and the Committee, after reviewing the four proposals, interviewed two of the firms.

As a result, the Committee recommends Ralph Andersen & Associates ("RAA") to assist the City with the City Manager hiring process,

The Committee concluded that RAA has significant experience recruiting City Managers for prominent California cities and already possesses some understanding of the Beverly Hills community because RAA assisted the City with its most recent City Manager search in 2009 and has more recently assisted the City with the recruitment of its Director of Administrative Services/Chief Financial Officer, its Director of Community Services, its Assistant Director of Administrative Services/Human Resources, and its Human Resources Manager.

Additionally, like other candidates, RAA proposes a client driven process for selecting the top candidate, including involvement of community stakeholders. RAA also proposes a timely process which is estimated to take from ninety to one hundred twenty days to complete, and RAA has national search experience and contacts, but proposes a team with a California focus.

Mr. David Morgan is proposed to lead the recruitment effort. Mr. Morgan is a former City Manager of the City of Anaheim and recently completed executive searches for the cities of Santa Barbara (2015), Carlsbad (2014) and the City of Santa Rosa (2104). He will be assisted by Heather Renschler, who led the City's 2009 City Manager search.

FISCAL IMPACT

Compensation for the services proposed, including expenses (other than candidate travel for any candidates that the City Council chooses to interview), will be \$28,500. Funding for this expenditure is available in the existing 2014/15 budget.

The proposed agreement also includes a two year guarantee. If a City Manager hired through a process led by RAA leaves the City or is terminated within two years, then RAA will conduct a second search for the City at no additional cost, except expenses.


Approved By
Laurence S. Wiener

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RALPH ANDERSEN & ASSOCIATES FOR EXECUTIVE
SEARCH SERVICES

NAME OF CONSULTANT: Ralph Andersen & Associates

RESPONSIBLE PRINCIPAL
OF CONSULTANT: David M. Morgan

CONSULTANT'S ADDRESS: 5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765
Attention: Heather Renschler

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Shelley Ovrom,
Assistant Director of Administrative
Services/Human Resources

COMMENCEMENT DATE: April 7, 2015

TERMINATION DATE: Upon satisfactory completion of services,
estimated to be 90 to 120 days

CONSIDERATION: Fixed fee: \$28,500, as more particularly
described in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RALPH ANDERSEN & ASSOCIATES FOR EXECUTIVE
SEARCH SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Ralph Andersen & Associates, (hereinafter called "CONSULTANT").

RECITALS

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

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services 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.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above. The City may extend the time of performance in writing pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Guarantee. If, during the first two years of employment, the new City Manager resigns or is dismissed by CITY, CONSULTANT agrees to perform another search for a City Manager for no professional services fee. CONSULTANT shall be entitled to reimbursement of expenses incurred during such search. The provisions set forth in this Section 4 shall survive the termination of this Agreement.

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. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

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. Heather Renschler will also assist in performing services pursuant to this Agreement. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Attorney or his designee 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 services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 9. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT. CONSULTANT shall not engage in any other city manager recruitment during the term of this Agreement.

Section 10. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, 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.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) 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.

(g) 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.

(h) 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 Comprehensive General Liability and Comprehensive Vehicle Liability policies of insurance required by this Agreement 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.

(i) 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.

(j) 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 11. 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 12. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) 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 full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid a portion of the fixed fee equal to the portion of the total amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 13. 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 services.

Section 14. 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 15. 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 CONSULTANT must be made in writing and approved by both parties.

Section 16. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 17. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 18. Conflict with CONSULTANT'S Proposal. In the event of conflict between the terms of the Agreement and CONSULTANT's Proposal, attached hereto and incorporated herein as Attachment I to Exhibit A, the terms of the Agreement shall prevail.

Section 19. 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 20. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 21. 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 _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: RALPH ANDERSEN &
ASSOCIATES

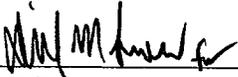


HEATHER RENSCHLER
President & Chief Executive Officer

[Signatures Continue]

APPROVED AS TO FORM

APPROVED AS TO CONTENT:



LAURENCE S. WIENER
City Attorney



DON RHOADS
Director of Administrative Services/
Chief Financial Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform the following services to the full satisfaction of CITY:

1. **Search Engagement.** CITY agrees to engage CONSULTANT to perform those services described below in connection with the Beverly Hills City Manager Executive Search ("the Search").

2. **Services.** CONSULTANT agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:

Task 1 – Review Project Management Approach

Task 2 – Develop Position Profile

Task 3 – Outreach and Recruiting

Task 4 – Candidate Evaluation

Task 5 – Search Report

Task 6 – Selection

Task 7 – Negotiation

Task 8 – Close Out

A more full description of the services is set forth as Attachment I to this Exhibit A.

Consultant's Proposal

Overall Approach to the Recruitment Process

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. CONSULTANT's approach includes:

- Extensive *personal outreach*, in-person and via telephone, to qualified candidates within California, the Western Region, and across the Nation.
- A *marketing strategy* that uses selected advertising to supplement the extensive candidate identification process using the Internet and using the firm's vast network of professional contacts.
- A *screening process that narrows the field of candidates* to those who most closely match the needs of the City and is based on *preliminary reviews and telephone interviews* with the top candidates.
- *Delivering a product in the form of a search report that recommends the top group* of candidates and provides the City Council with detailed information about their backgrounds and experiences.
- Assistance during the final interview and the selection process that will be held in closed session.
- Being available as needed to assist with the negotiation and development of an employment agreement during the final stages of the process.

Search Work Plan

The Search Team on this engagement will be led by Mr. Morgan, former city manager. He will be assisted by Ms. Renschler on various aspects of the search.

Task 1 – Review Project Management Approach

Mr. Morgan will meet with the Mayor and City Council to discuss the project management for the search. The discussion will include a review of the work plan, confirmation of timing, and communication methods.

Task 2 – Develop Position Profile

The position profile for the City Manager is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

Mr. Morgan, as the Project Director will conduct up to two full days of meetings with the Mayor and City Council, community members, staff and other stakeholders identified by the City to gain an understanding of the experience and professional background requirements desired in the City Manager. These meetings will also help the Project Director gain an understanding of the work environment and the issues facing the City of Beverly Hills.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the City Manager. The criteria should reflect the goals and priorities of the Mayor and City Council. The Project Director will meet with key staff in the City, and others as appropriate, to facilitate the identification and articulation of that criteria.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by the Project Director. The brochure will be reviewed by the City in draft format, revised as appropriate, and published for use throughout the search.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the Project Director and includes specific outreach and recruiting activities briefly described below.

Outreach

An accelerated outreach and advertising campaign will be developed. It will include the placement of ads in publications such as the Western City Magazine (online only), International City/County Management Association (ICMA), Jobs Available, and other professional publications. Specific Internet sites related to government will be used, including *Careers In Government*, as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' home page, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the Project Director will target those individuals who meet the criteria set by the City. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Interviews via Skype

Mr. Morgan will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using Skype or via telephone. No consultant travel for preliminary in-person interviews has been included in this proposal.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately five (5) to ten (10) individuals. Those individuals will be reviewed with the Mayor and City Council prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, Mr. Morgan, the Project Director will meet with the Mayor and City Council, or others as appropriate, to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed in-person by the City; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications. The search report will include candidate resumes. The results of preliminary interviews will be reviewed with the Mayor and City Council.

The results of the Search Report will be a confirmed group of finalist candidates (typically 4 to 5) that the Mayor and City Council will interview in-person.

Task 6 – Selection

The final selection process will vary depending upon the desires of the Mayor and City Council. Typical services provided by Ralph Andersen & Associates in the selection process are described briefly below:

- Mr. Morgan, the Project Director will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the Mayor and City Council.
- Ralph Andersen & Associates will prepare an interview booklet that includes the resumes and cover letters. In addition, the booklet will contain suggested questions and areas for discussion based upon the recruitment criteria. Copies of the interview booklet will be provided in advance of the candidate interviews.
- Mr. Morgan, the Project Director will attend the interviews to assist the Mayor and City Council through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.
- Verifications will be made on the top candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search, and credit check. The results of these verifications will be discussed with the Mayor and City Council at the appropriate time.
- Reference checks will be conducted on the top two (2) candidates. The results of these reference checks will be discussed with the Mayor and City Council at the appropriate time.
- As needed, the Project Director is available to provide assistance to the Mayor and City Council in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Task 7 – Negotiation

The Project Director is available to assist the Mayor and City Council in negotiating a compensation package with the selected candidate. This may include recommendations on setting compensation levels.

Additionally, Ralph Andersen & Associates will prepare a draft employment agreement and work with the Mayor and City Council on the finalization of this document. As required by the Brown Act, the employment agreement for the new City Manager will be required to be approved and voted on in a public meeting at a regularly scheduled City Council meeting.

Task 8 – Close Out

After the Mayor and City Council has reached agreement with the individual selected for the position, the Project Director will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

EXHIBIT B-1

COMPENSATION

CITY shall pay CONSULTANT a fixed price of Twenty-Eight Thousand, Five Hundred Dollars (\$28,500) for the satisfactory performance of services required by this Agreement. This includes both a professional services fee and full reimbursement for the following expenses: Advertising, consultant travel (as needed for Mr. Morgan), clerical, graphics, research, printing and binding, postage and delivery, verifications and Internet and Lexis/Nexis searches on the top two (2) candidates, and long-distance telephone charges. Also, this pricing structure includes up to two (2) full backgrounds on the top candidates starting with the top individual (City Council's First Choice) and the second individual (City Council's Second Choice) held in reserve.

The search effort for a new City Manager will be focused primarily in California. Candidates on a national scale will be selectively targeted if desired by the City Council. This will not affect the pricing structure.

Compensation for Additional Services.

In the event CITY requires services in addition to those described in Exhibit A, including more than two days of interviews with Council members and stakeholders to develop a candidate profile, CONSULTANT and CITY shall negotiate an additional fee.

Exceptions.

CITY shall be responsible for all candidate expenses related to on-site interviews and CONSULTANT travel for in-person screening interviews (if desired) for selected finalist candidates.

Brochure.

A full color brochure will be developed for CITY. All pictures will be the responsibility of CITY.

EXHIBIT B-2

Schedule of Payment

CONSULTANT shall submit itemized statements to CITY for its services in five installments. The first installment of \$10,000 will be due upon authorization to proceed with four invoices of equal value (\$4,000 each) except the final payment of \$2,500. The statement shall include an invoice for a prorated portion of the total fixed compensation, based on the expected schedule for completion of the services. If CITY or CONSULTANT believes that completion of the services will be delayed beyond 120 days, then the expected schedule and proration shall be adjusted accordingly. The itemized statement shall include documentation setting forth in detail a description of the services rendered and the expenses incurred. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



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

- A.
- B.
- C.

ADDRESS

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"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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: _____

RM02.DOC REVISED 10/14/96.

EXHIBIT C