



AGENDA REPORT

Meeting Date: April 21, 2015

Item Number: D-14

To: Honorable Mayor & City Council

From: Mahdi Aluzri, Interim City Manager

Subject: **AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION, FOR LEGAL SERVICES**

Attachments:

1. Agreement
2. Legislative Digest

RECOMMENDATION

Staff recommends that the City Council approve the agreement between the City of Beverly Hills and Richard Watson and Gershon (RWG), a professional corporation, for legal services.

INTRODUCTION

Richards Watson & Gershon provides city attorney services to the City of Beverly Hills. The current agreement with RWG is scheduled to expire on June 30, 2015. The proposed contract extends the agreement for three years on the same terms as the current agreement and provides that the City may use RWG for special counsel services concerning water rights at a rate of \$325 per hour. The City currently pays almost twice that amount to outside counsel for these services.

DISCUSSION

Currently, RWG provides city attorney services to the City of Beverly Hills. Pursuant to its contract with the City, the firm provides general legal services and two legal secretaries who work full time in City Hall to staff the City Attorney's office. The general legal services and administrative staffing are provided for a flat monthly fee. Special services may be assigned to the firm at the discretion of the City in accordance with the rates set forth in the agreement.

The proposed contract extension would extend the agreement with RWG for a period of three years, from June 30, 2015 to June 30, 2018, on the same basic terms as the current agreement. Although the agreement is for a term of three years, it may be terminated without cause or penalty at any time on thirty days notice.

The agreement also specifically provides that the City may, at the City's discretion, utilize Richards Watson & Gershon for legal services concerning water rights at the rate of \$325 per hour.

Since 2007, the monthly fee for general services and administrative staffing of the City Attorney's office has increased by three percent. No increase was implemented in 2014 and no further increase is proposed in 2015. However, in 2016 and 2017 the agreement provides for a cost of living increase within a range of one to three percent, at the discretion of the City Council.

FISCAL IMPACT

This agreement would have no impact on the current year's budget, as it will not take effect until July 1, 2015. Funds are budgeted annually for the City Attorney's office and special legal services and the proposed agreement will not require an increase to that budget in the upcoming fiscal year.

Don Rhoads 

Finance Approval

Mahdi Aluzri 

Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION, FOR LEGAL SERVICES

THIS AGREEMENT is entered into in the City of Beverly Hills between the City of Beverly Hills, a municipal corporation (“City”) and the law firm of Richards, Watson & Gershon, a professional corporation (“Attorney”).

WHEREAS, the City wishes to continue to retain Attorney to discharge the duties of the office of City Attorney and to designate a member of Attorney as City Attorney of the City; and

WHEREAS, Attorney wishes to continue to discharge the duties of the office of City Attorney;

NOW THEREFORE, the parties agree as follows:

Section 1. Services. Attorney shall provide the following services

A. General City Attorney Services. Attorney shall discharge the duties of the office of the City Attorney of City and use its best efforts to provide such services in a professional, thorough, and competent manner. Attorney shall provide all legal services to City of the type generally provided by an in-house City Attorney’s office to a city, unless specifically exempted by this Agreement or specifically excused in writing by City. Services shall include, but not be limited to:

1. Provide legal assistance to the City Council, various Commissions (including, without limitation, Planning, Architectural, Traffic and Parking, and Civil Service), the City Manager, and staff.

2. Attend all City Council and Planning Commission meetings.

Attorney shall not be required to regularly attend other commission, committee, or board meetings.

3. Administer contracts that the City may have with other legal

counsel.

4. Supervise clerical staff.

5. Provide attorneys on-site as needed.

6. Prepare legal opinions, resolutions, and ordinances.

7. Monitor the handling of liability cases by outside legal counsel and

prepare a regular status report for the City Council on all pending liability cases.

B. Administrative Staffing. Attorney shall provide administrative personnel as appropriate to maintain the presence of a City Attorney's Office in Beverly Hills City Hall.

C. Additional Services. In addition to the General Services and Administrative Staff provided pursuant to subsections A and B, Attorney shall provide the following additional services:

1. Civil litigation.

2. Employment law services.

3. Special environmental law services involving hazardous waste

issues, the Clean Water Act, the Clean Air Act and similar environmental statutes.

4. Special legal services concerning water rights and related issues.

5. Legal services related to development applications requesting legislative changes where the developer is reimbursing the City for legal expenses.

6. Matters deemed by the parties to be outside the scope of services generally provided by an in-house city attorney office and which therefore should be referred to outside counsel or retained to be handled by Attorney for additional compensation outside of this Agreement.

D. Services Excluded. Attorney shall not be required to provide the following services:

1. Litigation involving alleged Civil Rights Act violations or other tortious conduct committed by members of City's Police Department.

2. Criminal prosecution and code enforcement services.

3. Workers' Compensation services.

4. Bond Counsel.

5. Any other matter that the City presently considers outside the scope of this Agreement.

E. Services Excluded due to Budget Reductions. In conjunction with a reduction in compensation for general services, Attorney shall not be required to provide the following services on and after July 1, 2009:

1. Review and handling of public records requests and subpoenas that are served on the City;
2. Handling and processing of creditor claims in bankruptcy matters (e.g., submitting a claim for unpaid taxes or utility charges);
3. Review and revision of Design Review Commission resolutions;
4. Review of executed form covenants, encroachment permits, and similar items; and
5. Review and handling of contracts that are approved at the staff level.

Section 2. Consideration. Attorney shall be paid a monthly retainer in the sum of Ninety Four Thousand Nine Hundred Twenty Five Dollars (\$94,925) for General Services and Administrative Staffing rendered pursuant to subsections A. and B. of Section 1 of this Agreement. Attorney shall be compensated for Additional Services in accordance with Exhibit A. If the City desires to engage Attorney to provide services excluded from this Agreement pursuant to subsection D of Section 1, the City may direct Attorney in writing to provide such services at a rate agreed upon by the City and Attorney and such work shall be otherwise governed by the provisions of this Agreement. If the City desires to have Attorney provide services excluded due to budget reductions pursuant to subsection E of Section 1, Attorney shall provide such services at the rate of one hundred seventy five dollars (\$175) per hour.

City shall reimburse Attorney for actual expenses reasonably incurred in the performance of legal services under this Agreement for long distance telephone calls, court costs, legal

research services, services of process, messengers, deliveries, postage, and other similar services incidental to the performance of this Agreement. City shall not reimburse Attorney for word processing and document preparation costs. City and Attorney agree that Attorney shall be reimbursed no more than one dollar (\$1.00) per page for facsimiles, with a maximum charge of Forty-Five Dollars (\$45.00) for any individual facsimile transmission, and no more than ten cents (10¢) per page for photocopies. Provided further that City shall not be charged for facsimile or copying charges in connection with the provision of General Services pursuant to Section 1 of this Agreement.

Attorney shall send a monthly statement for services rendered during the previous month and for expenses incurred on the City's account. The monthly statement shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any fees and expenses incurred.

A. Cost of Living Adjustment. On July 1, 2016, the City shall increase the compensation set forth in Section 2 for General Services and Administrative Staffing by no less than one percent (1%) and no more than three percent (3%) as determined by the City Council. On July 1, 2017, the City shall increase the compensation set forth in Section 2 for General Services and Administrative Staffing by no less than one percent (1%) and no more than three percent (3%) as determined by the City Council.

Section 3. Term. The term of this Agreement shall commence on July 1, 2015, and shall expire on June 30, 2018.

Section 4. Indemnification. Attorney shall indemnify, defend, and hold harmless City, City Council, its officers, agents, and employees, from any and all claims or losses

resulting from physical injury or property damage arising from the wrongful or negligent action or inaction of Attorney or any person employed by Attorney in the performance of this Agreement.

Section 5. Insurance.

Attorney shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by Attorney, its agents, representatives, or employees. Insurance shall be of the type, in the amounts, and subject to, the provisions described below.

A. Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage (“occurrence” form CG0001, Ed. 11/88) with a minimum limit of \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per-occurrence limit.

B. Workers’ Compensation insurance as required by the State of California..

C. Professional Liability Insurance with a minimum limit of ten million dollars (\$10,000,000). Such insurance may be subject to a self-insured retention or deductible to be borne entirely by Attorney which shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence.

D. Evidence of Coverage:

1. Within 14 days after approval of this Agreement by the City, Attorney shall file with the City certificates of insurance with original endorsements evidencing coverage in compliance with this Agreement on the City's standard proof of insurance form, attached hereto as Exhibit B.

2. Attorney shall make the insurance policies required by this Agreement, including all endorsements and riders, available to the City for inspection at Attorney's office during regular business hours.

3. During the term of this Agreement, Attorney shall maintain with City current valid proof of insurance coverage. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form, Exhibit B, attached hereto.

4. Failure to submit any required evidence of insurance within the required time period shall be cause for termination.

5. In the event Attorney does not maintain current, valid, evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Attorney, or which it subsequently owes to Attorney, until proper proof is filed.

6. All insurance coverage shall be provided by insurers satisfactory to the City and with a rating of B+;VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after

30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

8. Attorney's insurance and any insurance provided in compliance with Agreement, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

9. Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent, and employee of City.

10. Any deductibles or self-insured retentions shall be declared to and are subject to approval by City. Provided, however, that Attorney's professional liability insurance may be subject to a self-insured retention or deductible to be borne entirely by Attorney which shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence.

11. In the event that Attorney does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Attorney's expense, and the City may deduct all such costs from moneys the City owes to Attorney or from moneys which it subsequently owes to Attorney.

12. All commercial general liability insurance coverage required to be maintained pursuant to this Agreement by Attorney shall name the City, its City Council and every officer, agent, and employee of City as additional insureds with respect to work under this Agreement.

Section 6. Successors and Assigns. This Agreement may not be assigned by Attorney.

Section 7. Facilities and Equipment. City shall supply office space, office furniture, telephones, City stationery, office supplies, and photocopying service as appropriate to maintain the presence of a City Attorney's Office in City Hall. Attorney shall, at its own cost and expense, provide all other facilities and equipment which may be required for performance of services required by this Agreement. City shall maintain and keep current its law library.

Section 8. Termination. This Agreement may be terminated by City, with or without cause, upon thirty days written notice. Attorney shall be entitled to the compensation earned by it prior to the date of termination. Attorney shall be entitled to no further compensation after the date of termination. Additionally, in the event of a material breach of this agreement, the City may provide Attorney with ten days notice of termination and an opportunity to cure the breach. The City may terminate this Agreement immediately if Attorney fails to cure the breach during this ten-day period.

Section 9. Conflict of Interest. Except as knowingly authorized in writing by the City, Attorney agrees not to accept any employment during the term of this Agreement by any other person or entity which employment creates a conflict of interest between City's interest and the interests of such other person or entity. "Conflict," as used herein, shall be defined and interpreted in accordance with Section 1090 of the California Government Code and as set forth in the Rules of Professional Conduct of the State Bar of California. Attorney shall not reveal confidential information of the City except with the consent of the City or as otherwise required by law.

In the event that Attorney has a conflict of interest that is not or cannot be waived, any services provided by outside legal counsel retained by City on the matter for which the conflict arose shall be considered as excluded services under Section 3 of this Agreement. Notwithstanding the foregoing, Attorney and City shall negotiate in good faith as to whether the retainer established by Section 2 of this Agreement should be adjusted if the City is required to retain outside legal counsel due to a conflict of interest arising from a matter which otherwise would fall within the scope of General Services. Such negotiations shall take into consideration the value of the services Attorney has provided to City under the retainer as shown by the summary reports required by Section 2 of this Agreement. In the event of a dispute between the parties as to whether, or to what extent, the retainer should be adjusted, the dispute shall be submitted to binding arbitration pursuant to this Agreement.

Section 10. Files. All legal files of Attorney pertaining to City shall be and remain the property of City. Attorney will control the physical location of such legal files during the term of this Agreement.

Section 11. Notice. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served personally or by certified mail addressed to the City Manager of the City of Beverly Hills, 455 N. Rexford Drive, Beverly Hills, California, 90210-4817; or to Laurence S. Wiener at Richards, Watson & Gershon, 355 S. Grand Ave. 40th Floor, Los Angeles, CA 90071 unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

Section 12. Extent of Agreement. This Agreement represents the entire and integrated Agreement between City and Attorney and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Attorney.

Section 13. 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.

Section 14. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California..

Section 15. Independent Contractor. No employment relationship is created by this Agreement. Attorney shall be an independent contractor of City.

Section 16. Arbitration. Any dispute between the parties arising out of or relating to this Agreement or a breach of this Agreement shall be submitted to binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association or such other procedure agreed upon by the parties.

Executed this ____ day of _____, 2015, at Beverly Hills, California.

[Signatures continue]

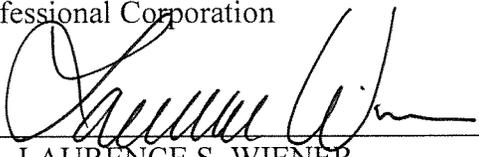
CITY OF BEVERLY HILLS
A Municipal Corporation

By _____
JULIAN GOLD
Mayor of the City of Beverly Hills

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

RICHARDS, WATSON & GERSHON
A Professional Corporation

By  _____
LAURENCE S. WIENER
President

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager

EXHIBIT A

Compensation for Additional Services

Attorney shall be compensated at the following rates for additional services provided pursuant to this Agreement.

A. Civil litigation. Attorney shall provide civil litigation services at a discount of ten percent from Attorney's standard rates.

B. Employment law services. Attorney shall provide employment law services at the composite rate of \$221 per hour for all attorneys. This rate shall be increased by the same percentage and at the same time as the retainer for general services pursuant to Section 2 of this Agreement.

C. Special environmental law services involving hazardous waste issues, the Clean Water Act, the Clean Air Act and similar environmental statutes. Attorney shall provide special environmental law services at a discount of ten percent from Attorney's standard rates.

D. Special legal services concerning water rights and related issues. Attorney shall provide legal services concerning water rights and related issues at the composite rate of \$325 per hour.

E. Legal Services related to Development Applications. Attorney shall provide legal services in connection with development applications that request legislative approvals at Attorney's standard rates. Pursuant to the City's annual fee resolution, the City is reimbursed by developers for these legal services.

G. Other matters deemed by the parties to be outside the scope of General Services. In the event that Attorney desires to provide services to City for additional compensation pursuant to subsection C.6. of Section 1 of this Agreement, Attorney shall submit a written request to the City Council, explaining the reasons why the services should not be provided within scope of the general services set forth in this Agreement and the rate at which services shall provided. The determination of the City Council concerning whether a matter shall constitute additional services shall be final.

EXHIBIT B

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

AGENCY : _____ TITLE : _____
 _____ Address : _____

Attachment 2

LEGISLATIVE DIGEST

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION, FOR LEGAL SERVICES

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6. Prepare legal opinions, resolutions, and ordinances.

7. Monitor the handling of liability cases by outside legal counsel and prepare a regular status report for the City Council on all pending liability cases.

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D. Services Excluded. Attorney shall not be required to provide the following services:

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2. Criminal prosecution and code enforcement services.
3. Workers' Compensation services.
4. Bond Counsel.
5. Any other matter that the City presently considers outside the scope of this Agreement.

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Section 3. Term. The term of this Agreement shall commence on July 1, 2015, and shall expire on June 30, 2018.

Section 4. Indemnification. Attorney shall indemnify, defend, and hold harmless City, City Council, its officers, agents, and employees, from any and all claims or losses resulting from physical injury or property damage arising from the wrongful or negligent action or inaction of Attorney or any person employed by Attorney in the performance of this Agreement.

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9. Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent, and employee of City.

10. Any deductibles or self-insured retentions shall be declared to and are subject to approval by City. Provided, however, that Attorney's professional liability insurance may be subject to a self-insured retention or deductible to be borne entirely by Attorney which shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence.

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12. All commercial general liability insurance coverage required to be maintained pursuant to this Agreement by Attorney shall name the City, its City Council and every officer, agent, and employee of City as additional insureds with respect to work under this Agreement.

Section 6. Successors and Assigns. This Agreement may not be assigned by Attorney.

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In the event that Attorney has a conflict of interest that is not or cannot be waived, any services provided by outside legal counsel retained by City on the matter for which the conflict arose shall be considered as excluded services under Section 3 of this Agreement. Notwithstanding the foregoing, Attorney and City shall negotiate in good faith as to whether the retainer established by Section 2 of this Agreement should be adjusted if the City is required to retain outside legal counsel due to a conflict of interest arising from a matter which otherwise would fall within the scope of General Services. Such negotiations shall take into consideration the value of the services Attorney has provided to City under the retainer as shown by the summary reports required by Section 2 of this Agreement. In the event of a dispute between the parties as to whether, or to what extent, the retainer should be adjusted, the dispute shall be submitted to binding arbitration pursuant to this Agreement.

Section 10. Files. All legal files of Attorney pertaining to City shall be and remain the property of City. Attorney will control the physical location of such legal files during the term of this Agreement.

Section 11. Notice. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served personally or by certified mail addressed to the City Manager of the City of Beverly Hills, 455 N. Rexford Drive, Beverly Hills, California, 90210-4817; or to Laurence S. Wiener at Richards, Watson & Gershon, 355 S. Grand

Ave. 40th Floor, Los Angeles, CA 90071 unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

Section 12. Extent of Agreement. This Agreement represents the entire and integrated Agreement between City and Attorney and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Attorney.

Section 13. 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.

Section 14. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California..

Section 15. Independent Contractor. No employment relationship is created by this Agreement. Attorney shall be an independent contractor of City.

Section 16. Arbitration. Any dispute between the parties arising out of or relating to this Agreement or a breach of this Agreement shall be submitted to binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association or such other procedure agreed upon by the parties.

EXHIBIT A

Compensation for Additional Services

Attorney shall be compensated at the following rates for additional services provided pursuant to this Agreement.

A. Civil litigation. Attorney shall provide civil litigation services at a discount of ten percent from Attorney's standard rates.

B. Employment law services. Attorney shall provide employment law services at the composite rate of \$221 per hour for all attorneys. This rate shall be increased by the same percentage and at the same time as the retainer for general services pursuant to Section 2 of this Agreement.

C. Special environmental law services involving hazardous waste issues, the Clean Water Act, the Clean Air Act and similar environmental statutes. Attorney shall provide special environmental law services at a discount of ten percent from Attorney's standard rates.

D. Special legal services concerning water rights and related issues. Attorney shall provide legal services concerning water rights and related issues at the composite rate of \$325 per hour.

E. Legal Services related to Development Applications. Attorney shall provide legal services in connection with development applications that request legislative approvals at Attorney's standard rates. Pursuant to the City's annual fee resolution, the City is reimbursed by developers for these legal services.

G. Other matters deemed by the parties to be outside the scope of General Services. In the event that Attorney desires to provide services to City for additional compensation pursuant to subsection C.6. of Section 1 of this Agreement, Attorney shall submit a written request to the City Council, explaining the reasons why the services should not be provided within scope of the general services set forth in this Agreement and the rate at which services shall provided. The determination of the City Council concerning whether a matter shall constitute additional services shall be final.

EXHIBIT B

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 : _____

