



AGENDA REPORT

Meeting Date: May 3, 2016
Item Number: D-9
To: Honorable Mayor & City Council
From: Shelley Ovrom, Assistant Director of Administrative Services/HR
Subject: AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MMJ SOLUTIONS, INC. FOR WORKPLACE AND PERSONNEL INVESTIGATIONS; AND APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$40,000 TO THE PURCHASE ORDER FOR A NOT-TO-EXCEED AMOUNT OF \$90,000.

Attachments:

1. Agreement between the City of Beverly Hills and MMJ Solutions, Inc.
2. Amendment No. 1 to the Agreement between the City of Beverly Hills and MMJ Solutions, Inc.
3. Amendment No. 2 to the Agreement between the City of Beverly Hills and MMJ Solutions, Inc.

RECOMMENDATION

Staff recommends that the City Council approve an amendment to the contract with MMJ Solutions, Inc. (Contract no. 132-12) and an additional \$40,000 to be added to this existing purchase order in a total not-to-exceed amount of \$90,000 to conduct independent investigations of confidential personnel matters.

INTRODUCTION

The City has a professional services agreement with MMJ solutions to conduct personnel investigations. Based upon the volume and scope of the investigation services needed, the additional funding will pay existing invoices associated with these services anticipated for the remainder of the fiscal year.

DISCUSSION

In order to complete required personnel investigations, the City has utilized the services of outside investigators from MMJ solutions on an ongoing basis. The assignment of additional investigations throughout the current fiscal year and the scope and complexity of the matters involved has necessitated an increase to the original contract and purchase order amount.

The amount requested will bring the total of the purchase order for this vendor to \$90,000.

FISCAL IMPACT

The additional expenses related to investigative services are included in the current budget and will not exceed \$40,000 for Fiscal Year 2015/16.



Don Rhoads

Director of Administrative Services /
CFO



Shelley Ovrom

Assistant Director of Administrative
Services/HR

Attachment 1

AGREEMENT NO.

132-12

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MMJ
SOLUTIONS, INC. FOR WORKPLACE AND PERSONNEL
INVESTIGATIONS

NAME OF CONTRACTOR: MMJ Solutions, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Michael Hines, Director of Investigations

CONTRACTOR'S ADDRESS: 27943 Seco Canyon Road #313, Santa Clarita, CA 91350
Attention: Michael Hines, Director of Investigations

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia-Curtis, Asst Dir Admin Services – Human Resources

COMMENCEMENT DATE: April 1, 2012

TERMINATION DATE: April 1, 2014

CONSIDERATION: Not to exceed \$ 25,000 per Fiscal Year

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MMJ
SOLUTIONS, INC. FOR WORKPLACE AND PERSONNEL
INVESTIGATIONS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Michael Hines (hereinafter called "CONTRACTOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Time of Performance.

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

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

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses

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

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR 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 CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

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

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

Section 7. Responsible Principal(s)

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

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

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

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

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

Section 11. Insurance.

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

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

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Hundred Thousand Dollars (\$100,000) and Three Hundred Thousand Dollars (\$300,000) per accident.

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

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

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

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

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

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

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

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and

costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

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

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

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

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

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

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

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

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

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

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

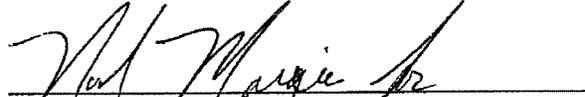
Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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

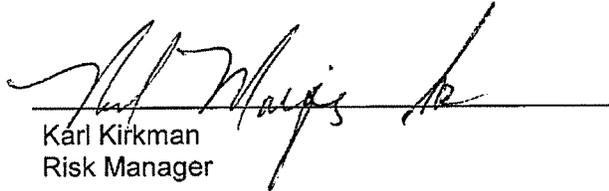
Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity,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

EXECUTED the 17th day of April, 2012, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



Scott Miller
Dir Admin Services-CFO



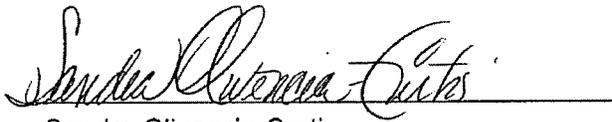
Karl Kirkman
Risk Manager

CONTRACTOR:



Michael Hines
Director of Investigations

APPROVED AS TO CONTENT



Sandra Olivencia-Curtis
Asst Dir Admin Services - HR

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services:

VENDOR shall provide personnel investigative services for the CITY to include timely investigation of personnel matters ranging from coworker conflict to criminal violations. VENDOR shall meet with representatives of the CITY to assess the scope of a particular matter, receive directions on procedures and establish a timeline for investigations. Other services such as security assessments of public and private property, workplace violence training and inventory control shall be offered.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

VENDOR will be paid \$125.00 per hour for investigative services including all meetings, interviews, evidence research and reporting.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

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

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

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

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

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

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

DATE : _____

BY : _____

Authorized Insurance Representative

TITLE : _____

AGENCY : _____

Address : _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER California Special Services 40 Third Ave Chula Vista, CA 91910 License #: 0213417 | CONTACT NAME: Daniel E. McKenna |
| | PHONE (A/C, No, Ext): (619)427-2662 FAX (A/C, No): (619)427-0468 |
| | E-MAIL ADDRESS: mercuryinsurance@gmail.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: LEXINGTON INSURANCE COMPANY |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: 00003282-0 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURER | SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|-------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | N | N | 44271809 | 10/12/2011 | 10/12/2012 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ INCLUDED |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding the above referenced General Liability Insurance Policy, the certificate holder is included as an Additional Insure when required by written contract, but only with respect to the negligent acts, errors or omissions of the Named Insured.

| | |
|---|--|
| CERTIFICATE HOLDER | CANCELLATION |
| MICHAEL HINES DBA MMJ SOLUTIONS INC 27943 SECO CANYON ROAD #313 SANTA CLARITA, CA 91350 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Dan McKenna</i> (DEM) |

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Attachment 2

AGREEMENT NO.

59-16

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND MMJ SOLUTIONS, INC. FOR WORKPLACE AND
PERSONNEL INVESTIGATIONS

NAME OF CONTRACTOR: MMJ Solutions, Inc.

RESPONSIBLE PRINCIPAL OF
CONTRACTOR: Michael Hines, Director of Investigations

CONTRACTOR'S ADDRESS: 27943 Seco Canyon Road #313
Santa Clarita, CA 91350
Attention: Michael Hines, Director of Investigations

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

COMMENCEMENT DATE: April 1, 2012

TERMINATION DATE: June 30, 2016

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

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND MMJ SOLUTIONS, INC. FOR WORKPLACE AND
PERSONNEL INVESTIGATIONS**

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and MMJ SOLUTIONS, INC. (hereinafter called "CONTRACTOR") dated April 17, 2012 and identified as Contract No. 132-12 "Agreement".

CITY and CONTRACTOR desire to amend the Agreement.

NOW, THEREFORE, the parties agree as follows:

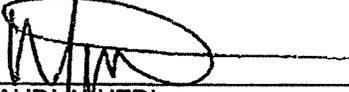
Section 1. The Consideration is hereby amended as set forth above.

Section 2. The Termination Date is hereby amended as set forth above.

Section 3. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

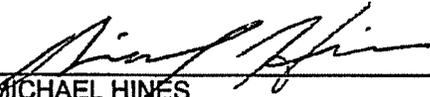
EXECUTED the 3rd day of March 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

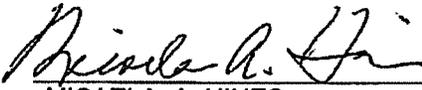


MAHDI ALUZRI *KK*
City Manager

CONTRACTOR: MMJ SOLUTIONS, INC.

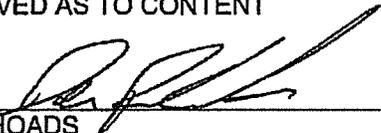


MICHAEL HINES
Director of Investigations



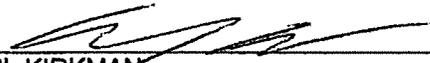
MICAELA A. HINES
Secretary

APPROVED AS TO CONTENT



DON RHOADS
Director of Administrative Services/Chief
Financial Officer


for _____
SHELLEY KOVROM
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

Attachment 3

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND MMJ SOLUTIONS, INC. FOR WORKPLACE AND
PERSONNEL INVESTIGATIONS

NAME OF CONTRACTOR: MMJ Solutions, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Michael Hines, President

CONTRACTOR'S ADDRESS: 27943 Seco Canyon Road #313
Santa Clarita, CA 91350
Attention: Michael Hines, President

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

COMMENCEMENT DATE: April 1, 2012

TERMINATION DATE: June 30, 2016

CONSIDERATION: Original Agreement: Not to exceed \$25,000
Amendment No. 1: Not to exceed \$25,000
Amendment No. 2: Not to exceed \$40,000
Total Not to Exceed: \$90,000

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND MMJ SOLUTIONS, INC. FOR WORKPLACE AND
PERSONNEL INVESTIGATIONS

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and MMJ SOLUTIONS, INC. (hereinafter called "CONTRACTOR") dated April 17, 2012 and identified as Contract No. 132-12, and amended by Amendment No. 1, dated March 3, 2016, and identified as Contract No. 59-16 (collectively, the "Agreement"), copies of which are on file in the Office of the City Clerk, to provide workplace and personnel investigative services for CITY.

R E C I T A L S

A. CITY and CONTRACTOR entered into an agreement, which was previously amended, for workplace and personnel investigative services, which include timely investigation of personnel matters ranging from coworker conflict to criminal violations.

B. CITY and CONTRACTOR desire to further amend the Agreement due to a need for additional services and to compensate CONTRACTOR for such services.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

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

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

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

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

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: MMJ SOLUTIONS, INC.



MICHAEL HINES
President



MICHAEL HINES
Secretary

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



DON RHOADS
Director of Administrative Services/Chief Financial
Officer



SHELLEY OSTRUM
Assistant Director of Administrative Services/Human
Resources



KARL KIRKMAN
Risk Manager