

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

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

RESPONSIBLE PRINCIPAL OF  
CONTRACTOR:                 Irma Rodríguez Moisa, Partner  
Attention: Irma Rodríguez Moisa, Partner

CONTRACTOR'S ADDRESS:       12800 Center Court Drive South, Suite 300  
Cerritos, CA 90703

CITY'S ADDRESS:                City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266

COMMENCEMENT DATE:         June \_\_\_\_, 2021

TERMINATION DATE:            June 30, 2023

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

THIS AGREEMENT (“Agreement”) is entered into and effective as of the last date of execution below (“Commencement Date”) and is made by and between the City of Manhattan Beach, a California municipal corporation (hereinafter called “CITY”), and Atkinson, Andelson, Loya, Ruud & Romo, A Professional Law Corporation (hereinafter called “CONTRACTOR”).

**RECITALS**

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

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work by virtue of its experience and the training, education and expertise of its principals and employees.

C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to perform these services for CITY in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. 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 or the services to be performed. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date set forth above or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above (“Termination Date”) 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 Termination Date 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 provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed \$150,000.00 and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses

The amount set forth in subsection (a) of this Section 3 shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services.

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

Section 4. Method of Payment. CITY shall pay CONTRACTOR the compensation set forth in Section 3 in accordance with the method and schedule of payment set forth in Exhibit B.

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 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 the Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

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

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

Section 11. Insurance.

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

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000.00) for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease.

(4) Professional Liability Insurance. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

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

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

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City's Risk Manager a certificate or certificates of insurance 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's Risk Manager such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary and non-contributory 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.

(h) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums required above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

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, attorney's 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 the Scope of Work.

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

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

Section 17. 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 18. 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 19. 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 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into 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 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. 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.

The Parties, through their duly authorized representatives, have caused this Agreement to be executed as of the Commencement Date.

City:

City of Manhattan Beach,  
a California municipal corporation

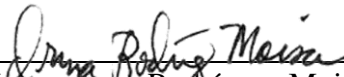
Contractor:

Atkinson, Andelson, Loy, Ruud & Romo,  
A Professional Law Corporation

By: \_\_\_\_\_

Name: Bruce Moe  
Title: City Manager

By: \_\_\_\_\_

  
Name: Irma Rodríguez Moisa  
Title: Partner

ATTEST:

By: \_\_\_\_\_

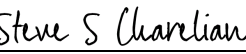
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

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By:  \_\_\_\_\_  
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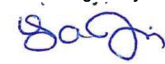
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL CONTENT:

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By:  \_\_\_\_\_  
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Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:  
By:  \_\_\_\_\_  
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Name: Lisa Jenkins  
Title: Human Resources Director



## **EXHIBIT A**

### **SCOPE OF WORK**

CONTRACTOR shall perform the following services:

Represent CITY with respect to certain labor and employment matters, as requested by CITY, including but not limited to, for the purpose of conducting independent investigations of confidential personnel matters and providing labor and employment advice and counsel, training, and/or any other services desired by CITY.

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

Protection of CITY confidences; high tech communication devices:

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

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

Possible third party conflicts:

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

Mediation/arbitration; waiver of jury trial:

If a dispute arises out of any aspect of this Agreement between CITY and CONTRACTOR, or the breach thereof, and if the dispute cannot be settled through negotiation, CONTRACTOR and CITY agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing in this Agreement limits or otherwise affects CITY's right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and CITY. However, should discussions, mediation or the nonbinding arbitration provided through a local bar association program not resolve the dispute, the dispute may be determined by binding arbitration before the American Arbitration Association under their then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration under the California Code of Civil Procedure. The claims or controversies subject to this provision may include, without limitation, any claim of professional negligence or malpractice. The arbitration will be held in Los Angeles County, California, unless the parties mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should either party, CITY or CONTRACTOR, refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. By accepting the arbitration provision, CITY OR CONTRACTOR WILL WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

## **EXHIBIT B**

### **SCHEDULE OF PAYMENT AND RATES**

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

Hourly rates will be:

Partners/Of Counsel - \$300 - \$375 per hour (depending on years of experience);

Associates - \$240-\$285 per hour (depending on years of experience); and

Paralegals - \$195.00 per hour, fixed

CONTRACTOR will bill CITY for all professional services rendered under this Agreement on behalf of the CITY matter. The time billed to CITY for professional services will be billed in one-tenth of an hour increments for time actually expended, including professional services for CITY rendered during travel time billed portal to portal.

B. CONTRACTOR will not be obligated to advance costs on behalf of CITY; however, for the purposes of convenience and in order to expedite matters, CONTRACTOR reserves the right to advance costs on behalf of CITY with CITY's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of CITY in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, filing fees, copying charges (outside vendors only), appearance fees, messenger fees, travel costs, bonds, witness fees, expert fees, consultant fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. Costs will be charged to CITY without mark-up.

C. If CONTRACTOR records a witness interview in connection with a workplace investigation, a fee of \$65.00 per hour will be charged for CONTRACTOR's employees to transcribe the interview.

D. In addition to CONTRACTOR's fees, CITY will also be responsible for paying a five percent (5%) administrative charge calculated and based on fees billed per month to cover costs and expenses incurred in CONTRACTOR's handling of the matter such as photocopies, local travel charges and parking, fax charges, telephone charges and other similar charges.

E. A detailed description of the work performed and the costs advanced by CONTRACTOR will be prepared on a monthly basis as of the last day of the month and will be mailed to CITY on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to CONTRACTOR from CITY within 30 calendar days after receipt, unless other arrangements are made. In the event there are retainer funds of CITY in CONTRACTOR's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from CONTRACTOR's Trust Account to CONTRACTOR's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of more than 30 days will be subject to a 1 % per month service charge.

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