

**CITY OF FULLERTON  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of February, 2021 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a California corporation ("Consultant").

**W I T N E S S E T H :**

A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call independent investigative services, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the hourly rates set forth in Exhibit A.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form, to be attached hereto as Exhibit "C." It is the Consultant's responsibility to provide to the City any revised or updated W-9 form.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the

City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

### **5.2. Minimum Scope and Limits of Insurance**

A. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$1,000,000. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

5.3. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by City.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability. City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability. If the Professional Liability policy is written on a "claims made" form, Consultant shall maintain similar coverage for three consecutive years following completion of the project and shall thereafter, submit annual evidence of coverage. Additionally, Consultant shall provide certified copies of the claims reporting requirements contained within the policies.

D. Workers' Compensation and Employers' Liability Insurance. Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City.

E. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

F. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.

G. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### **IF TO CONSULTANT:**

Atkinson, Andelson, Loya, Ruud & Romo  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703  
Attn: Gabriel A. Sandoval

### **IF TO CITY:**

City of Fullerton  
303 W. Commonwealth Ave.  
Fullerton, CA 92832  
Attn: Director of Administrative Services

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the negligence or wrongdoing of the Consultant, its employees, and/or authorized subcontractors, in the performance of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole or active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any

and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which



Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting

of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

\_\_\_\_\_  
Kenneth A. Domer, City Manager

Date: \_\_\_\_\_

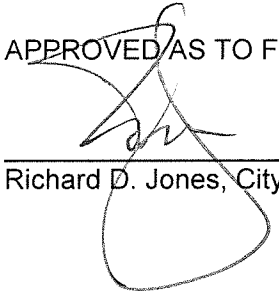
CONSULTANT

\_\_\_\_\_  
Gabriel A. Sandoval, Partner

Date: \_\_\_\_\_

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Richard D. Jones, City Attorney

**EXHIBIT A**  
**SERVICES & FEES**



Atkinson, Andelson, Loya, Ruud & Romo  
A Professional Law Corporation  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703  
T: 562-653-3200 | F: 562-653-3333



## Request for Qualifications On-Call Independent Investigative Services

Due: 2:00 p.m. | November 12, 2020



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ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

12800 CENTER COURT DRIVE SOUTH, SUITE 300  
CERRITOS, CALIFORNIA 90703-9364  
(562) 653-3200 • (714) 826-5480

FAX (562) 653-3333  
[WWW.AALRR.COM](http://WWW.AALRR.COM)

FRESNO  
(559) 225-6700

IRVINE  
(949) 453-4260

MARIN  
(428) 234-6200

PASADENA  
(626) 583-8600

PLEASANTON  
(925) 227-9200

RIVERSIDE  
(951) 683-1122

SACRAMENTO  
(916) 923-1200

SAN DIEGO  
(858) 485-9526

November 12, 2020

Mr. Jimmy Armenta, Buyer  
City of Fullerton - Purchasing  
303 W. Commonwealth Avenue  
Fullerton CA, 92832-1775

**RE: RFQ for On-Call Independent Investigative Services**

Dear Mr. Armenta:

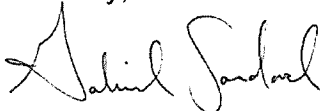
Atkinson, Andelson, Loya, Ruud & Romo ("AALRR" or "firm") is pleased to respond to the recent Request for Qualifications for On-Call Independent Investigative Services of the City of Fullerton ("City" or "Fullerton"). We have substantial expertise in all aspects of the investigative process, and the attorneys we propose to serve the City have decades of experience conducting investigations for our public entity clients, including Fullerton. Our unparalleled service is rooted in decades of experience and a deep bench of talent we put to use in every investigative matter we handle. AALRR attorneys have successfully served California's public agencies for four decades and we maintain long-term relationships with clients.

Mr. Gabriel Sandoval will be the designated principal contact under this submission and is available to answer any questions you may have. He may be reached at 626.773.7673 (phone), 626.583.8610 (fax), or via email at [gsandoval@aalrr.com](mailto:gsandoval@aalrr.com).

Mr. Sandoval is authorized to bind the firm to the terms of this proposal, which shall remain valid for a period of not less than 90 days from the date of submittal. The firm will not be using any subcontractors to complete this work and attests that all information submitted with the proposal is true and correct to the best of our knowledge.

Thank you for the opportunity to continue working with the City of Fullerton. Please do not hesitate to contact me if you have any questions.

Sincerely,



Gabriel A. Sandoval, Partner  
Atkinson, Andelson, Loya, Ruud & Romo

## QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

### ***Firm Overview and Financial Condition***



AALRR is a full-service law firm and Corporation with approximately 200 attorneys in offices strategically positioned throughout California. AALRR was founded in 1979 and we have grown to nine locations: Cerritos, Fresno, Irvine, Marin, Pasadena, Pleasanton, Riverside, Sacramento, and San Diego. We have multiple practice groups within the firm that specialize in specific areas of law.

AALRR stands on firm financial ground. It currently has no conditions which would impede our ability to complete the contract.

### ***Experience***

Our attorneys have served countless public agencies, municipalities, and other governmental agencies in investigative matters. Recent clients include the City of Santa Ana, the City of Anaheim, the City of Long Beach and the City of Santa Fe Springs. As detailed below, AALRR has both the experience and resources to successfully serve the City in conducting both Safety Investigations and Non-Safety Investigations. As all proposed investigators are licensed attorneys, we maintain the requisite qualifications to conduct investigations and have full knowledge of both the Police Officers Bill of Rights ("POBOR") and the Firefighter Bill of Rights ("FBOR"). Moreover, almost all the proposed attorney investigators have attended the week-long Association of Workplace Investigators program and all of our attorney investigators regularly participate in (and/or conduct) trainings regarding investigative techniques and investigative issues. The attorney investigators stay current with legal developments and investigative issues via continuing education, conference attendance, regular review of case law and relevant journals and treatises.

Since an employer's prompt and effective response to complaints can limit its liability in discrimination, harassment, or retaliation claims, it is imperative that employers implement an effective mechanism to investigate and resolve workplace complaints. We understand that Fullerton investigates discrimination, harassment, retaliation and other complex workplace complaints filed by or against City employees. As a result, Fullerton seeks a qualified firm that can be immediately available when a workplace complaint is received.

Our attorney investigators have extensive experience in conducting effective investigations involving high-level and complex matters. Our attorney investigators prepare thorough evaluation of evidence, and analysis of witness credibility. AALRR's investigations comply with relevant federal and state EEO laws and the POBOR and FBOR.



Some of our investigative matters handled for our clients are provided below:

City of Santa Ana			
Allegation	Outcome	Year	
In 2016, AALRR attorneys conducted a high-profile investigation on behalf of the City Attorney's office for the largest city in Orange County, California. The investigation looked into whether the City Manager had properly disclosed a romantic relationship with a subordinate to ensure no conflict of interest. During the investigation, the City Manager alleged that the investigation was the result of his rejection of sexual advances by a member of the City Council.	Sustained in part and Not sustained in part.	2016 to 2017	
<u>Reference:</u> Sonia Carvalho, City Attorney 20 Civic Center Plaza, M29, Santa Ana, CA 92701 949.263.3556   <a href="mailto:scarvalho@santa-ana.org">scarvalho@santa-ana.org</a>			

City of Anaheim			
Allegation	Outcome	Year	
Manager was alleged to have used the N****r on multiple occasions.	The allegation was substantiated.	2017	
Manager was alleged to have bet on who could have sexual relations with an employee first.	The allegation was not sustained.	2016	
Dishonesty by a safety officer	Investigator found that the information provided was incorrect, but was not an intentional misrepresentation.	2017	
<u>Reference:</u> Jason R. Motsick, Former Employee Relations Manager, HR Department 201 S. Anaheim Boulevard., Suite 501, Anaheim CA 92805 714 765 5111   <a href="mailto:jmotsick@anaheim.net">jmotsick@anaheim.net</a>			

City of Long Beach			
Allegation		Outcome	Year
Promotion denied due to discrimination		Not sustained.	2015
City official alleged a hostile work environment		Not sustained.	2015
Sexual harassment allegations		Ongoing.	2016
<u>Reference:</u> Gary Anderson, Deputy City Attorney 333 W. Ocean Boulevard, 11 <sup>th</sup> Floor, Long Beach, CA 90802 562.570.2200   gary.anderson@longbeach.gov			

### Imperial County

AALRR serves as legal advisor to Imperial County's EEO Officer and reviews all EEO Investigation Reports and provides advice regarding appropriate corrective action. 2007-present

Reference: Karina Espinoza, Equal Opportunity Officer  
940 W. Main Street, Suite 208, El Centro, CA 92243  
442.265.1012 | karinaespinoza@imperialcounty.net

### Carmel-By-The-Sea

Allegation	Outcome	Year
Member of public alleged City Mayor engaged in inappropriate sexual comments.	Sustained.	2018

Reference: Glen Mazingo, Former City Attorney  
Carmel-By-The-Sea, City Hall, Post Office Drawer CC, Carmel CA 93921  
831.622.96769 | carmelcityatty@aol.com

### Gold Coast Health Plan

Allegation	Outcome	Year
Nine employees alleged race and national origin discrimination and retaliation. Also conducted investigation and analysis of organizational issues to assess allegations of institutional racism.	Sustained in part and not sustained in part.	2016

Reference: Scott Howard, Of Counsel  
300 S. Grand Avenue, Suite 2700, Los Angeles, CA 90071  
213.542.5722 | scotthlaw@yahoo.com

### City of Downey

Allegation	Outcome	Year
The investigation focused on whether a firefighter engaged in unnecessary physical contact and/or discourteous contact toward a citizen complainant during a call for service.	Not sustained.	2018-2019

Reference: Jay Ibey, Assistant Fire Chief, Downey Fire Department  
11111 Brookshire Avenue, Downey, CA 90241  
562.904.7345 | jibey@downeyca.org

Reference: James McQueen, Downey Human Resources Director  
11111 Brookshire Avenue, Downey, CA 90241  
562.904.7345 | jmcqueen@downeyca.org

City of Oxnard		
Allegation	Outcome	Year
Manager allegedly engaged in inappropriate conduct toward a Recreation Leader III who had recently graduated from high school and was involved in an after-school program.	Confidential	2017
Manager allegedly engaged in inappropriate and threatening conduct against an elected official.	Confidential	2017
Manager for Water Treatment allegedly engaged in inappropriate conduct and created a hostile work environment centered around claims that he frequently makes inappropriate comments in the workplace.	Ongoing	2019
Manager claims his Department Head has created a hostile work environment and actively sabotaged her efforts and that another manager actively sabotaged her possible promotion	Ongoing	2019
<u>Reference:</u> Steve Naveau, Human Resources Officer 300 W. 3 <sup>rd</sup> Street #1, Oxnard, CA 93030 805.385.7947   <a href="mailto:steve.janice@oxnard.org">steve.janice@oxnard.org</a>		

## PROPOSED STAFFING

The proposed attorney team from AALRR consists of Partners Gabriel Sandoval, Marilou Mirkovich, Jorge Luna, and Of Counsel Sarah Martoccia. AALRR also proposes that Associate Abraham Escareno be part of the team. Each member has both investigation and litigation experience, if the latter is needed. All members are licensed to practice law in California and are in good standing with the State Bar. All work will be conducted out of the firm's Cerritos or Pasadena offices.

Attorney	Location	Position	Safety	Non-Safety	CA Bar Number
Gabriel A. Sandoval	Pasadena	Team Leader	x	x	206062
Marilou F. Mirkovich	Cerritos	Investigator	x	x	120034
Jorge J. Luna	Cerritos	Investigator	x	x	185512
Sarah J. Martoccia	Cerritos	Investigator	x	x	193117
Abraham Escareno	Cerritos	Investigator	x	x	286720

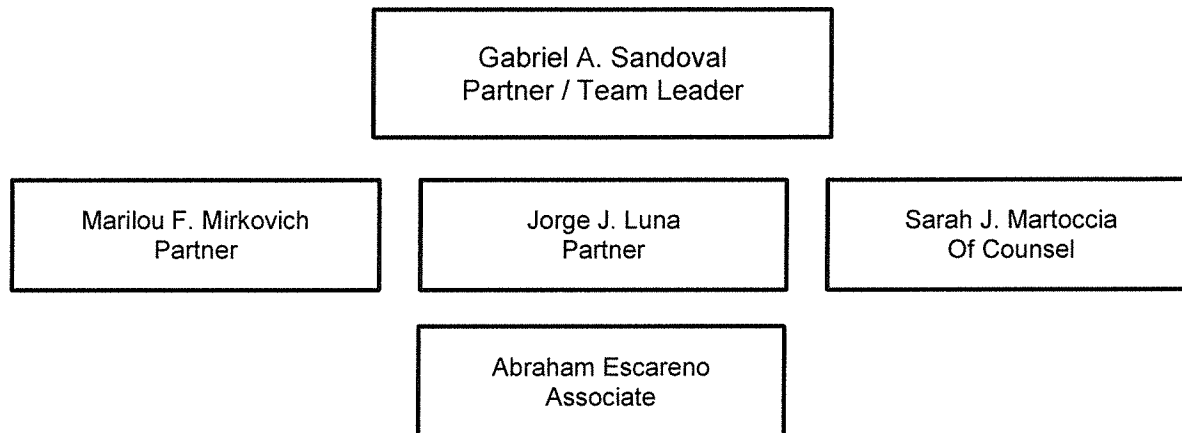
Gabriel Sandoval will be the designated team leader and in this role, he will coordinate which attorney will be assigned to the investigation. Typically, there is only one attorney assigned to an investigation, and may be assisted by a paralegal who would coordinate report preparation or review of electronic documents, or other assistance as may be needed. Mr. Sandoval will also coordinate with the City as to whether more than one attorney-investigator should be assigned to an investigation based on the complexity of the allegations. All investigative reports are subject to review by a second partner before it is finalized.

Each team member has experience conducting EEO investigations and investigating Safety and Non-Safety allegations of employee misconduct, ranging from theft, dishonesty, bullying, unprofessional conduct, insubordination, to absences and violations of personnel rules. AALRR does not propose any subcontractors be involved in this work. To the extent the firm is asked to conduct investigations regarding accounting practices or financial fraud, the firm would request to contract with an accounting forensic firm.

Please find the team's abbreviated resumes in the pages that follow. Full resumes can be found at [www.aalrr.com](http://www.aalrr.com).

### ***Organization Chart***

AALRR's team organization chart can be found below. The firm does not anticipate needing to use any subconsultants for this work. All team members will be available to serve the City and AALRR will not remove or replace any team members without the prior written concurrence of the City.



## Gabriel A. Sandoval

Partner

626-583-8600

gsandoval@aalrr.com



Gabriel Sandoval represents universities, community colleges, school districts, charter school management organizations, and municipalities in a wide range of matters, including all aspects of education and employment law, and compliance with federal and state civil rights laws.

As part of his statewide law practice, Mr. Sandoval conducts investigations of employee and student complaints of discrimination, harassment, and retaliation; provides antidiscrimination trainings; and reviews and revises policies to ensure compliance with federal and state antidiscrimination laws. Mr. Sandoval also assists clients achieve fair and equitable results in connection with investigations conducted by the U.S. Departments of Justice and Education, the U.S. Equal Employment Opportunity Commission, and the California Department of Fair Employment and Housing.

Prior to joining AALRR, Mr. Sandoval served in President Barack Obama's Administration as Senior Advisor and Director of Policy at the White House Initiative on Educational Excellence for Hispanics. While in the Obama Administration, Mr. Sandoval also served as Senior Counsel in the Office for Civil Rights (OCR) at the U.S. Department of Education—the largest office of the federal government focused exclusively on enforcement of civil rights compliance by our nation's schools and universities. As part of OCR's key management team, Mr. Sandoval worked with the Assistant Secretary and other senior staff in drafting and issuing policy guidance and managing all aspects of complex, statewide complaints and compliance reviews, which resulted in resolution agreements benefitting students across the country.

Over the course of his professional career, Mr. Sandoval has held significant positions in the private, non-profit, and governmental sectors, including Deputy Legal Counsel to Los Angeles Mayor Antonio Villaraigosa, where he provided strategic legal and policy advice to the Mayor and his staff on a range of local, state, federal, and international matters, including litigation involving the City of Los Angeles, civil rights, education, economic development, public safety, immigrant integration, trade missions, and legislation. Mr. Sandoval was also a federal law clerk to the Honorable Carlos R. Moreno, then U.S. District Judge for the Central District of California; an employment and labor associate at O'Melveny & Myers, LLP; Special Assistant City Attorney for the City of Los Angeles; and Special Counsel to the Secretary of Legal Affairs for the State of California.

### OFFICES

201 S. Lake Ave  
Suite 300  
Pasadena, CA 91101  
12800 Center Court Drive  
Suite 300  
Cerritos, CA 90703

### INDUSTRIES

Educational Agencies  
Nonprofits  
Public Entities

### EDUCATION

J.D., Columbia Law School  
B.A., Stanford University with  
Departmental Honors

### CLERKSHIPS

Hon. Carlos R. Moreno, then  
U.S. District Judge for the  
Central District of California

### ADMISSIONS

2000, California  
U.S. District Court, Central  
District of California  
U.S. Supreme Court

### PRACTICE AREAS

Discrimination & Harassment  
Education  
Employment Policies,  
Procedures & Training  
Equity in Education/Office for

[www.aalrr.com](http://www.aalrr.com)

## Gabriel A. Sandoval

### Honors & Recognitions

Mr. Sandoval has been appointed to several state and local boards, including the California Fair Employment and Housing Council, Voting Modernization Board, State Bar Commission on Judicial Nominees Evaluation, and El Pueblo de Los Angeles Historical Monument Authority.

In 2009, he received the Regional President of the Year Award from the Hispanic National Bar Association, the nation's largest organization that represents the interests of the more than 100,000 Hispanic judges, attorneys, law professors, and law students in the United States and its territories. Mr. Sandoval is also a 2007 recipient of the American Marshall Memorial Fellowship of the German Marshall Fund of the United States and has been a fellow of its Transatlantic Forum on Migration and Integration since 2008. Mr. Sandoval is a 2014 Pahara-Aspen Education Fellow and a member of the Aspen Global Leadership Network.

Civil Rights  
Investigations  
Workplace Training

### LANGUAGES

Spanish

### Firm News

Gabriel Sandoval to Moderate Expert Panel on Affirmative Action as Part of Civil Rights Series of the American Bar Foundation's Network for Justice  
10.22.2020

*Governor Gavin Newsom Appoints Gabriel Sandoval to California's Fair Employment and Housing Council*  
09.26.2019

### Events & Speaking Engagements

Mr. Sandoval has provided training to national and regional professional groups on such topics as preventing workplace discrimination, harassment, and retaliation; understanding and responding to federal civil rights investigations; complying with ethics laws for state and local officials; and advancing equity in student discipline.

### Community & Professional

- Aspen Global Leadership Network, Member
- California Fair Employment and Housing Council, Member
- California Voting Modernization Board, Member
- Chicano Latino Youth Leadership Project, Inc., Strategic Advisory Council Member
- Justice Action Center, Board Member
- MALDEF Law School Scholarship Committee, Member
- The Campaign for College Opportunity, Advisory Board Member

## Marilou F. Mirkovich

Partner

562-653-3200

mmirkovich@aalrr.com



Marilou Mirkovich has been an attorney for over 30 years. For more than 15 years, conducting, supervising, and evaluating impartial investigations has comprised the central part of Ms. Mirkovich's practice. Her impartial investigation practice often concerns complex allegations against high-level employees and focuses on whistleblower, discrimination, and harassment allegations. She has significant expertise in public sector investigations, including compliance with statutory requirements for California public safety officer and firefighter investigations. Ms. Mirkovich is an Association of Workplace Investigators Certificate holder (AWI-CH), which is an ANSI accredited certificate. Before focusing on impartial workplace investigations, Ms. Mirkovich represented employers on all aspects of employment law, and she continues to provide employment advice and counsel to employers.

Additionally, Ms. Mirkovich has received Title IX investigator certification through the Association of Title IX Administrators, and has acted as an external adjudicator for Title IX sexual misconduct hearings. Her training in trauma-informed investigations enhances her skills in conducting sexual misconduct investigations at post-secondary academic institutions. She also trains employees of post-secondary institutions and workplaces to investigate claims of sexual misconduct.

### Representative Matters

Ms. Mirkovich has conducted investigations for many entities, including: City of Anaheim, City of Colton, City of Covina, City of Downey, City of Fullerton, City of Long Beach, City of Newport Beach, City of Norwalk, City of Santa Ana, City of Santa Monica, City of Whittier, Los Angeles Superior Court, Los Angeles World Airports, Orange County Fire Authority, Orange County Sanitation District, Orange County Superior Court, and the University of Southern California.

### Alerts & Articles

U.S. Supreme Court Holds Title VII Protects LGBTQ Employees from Discrimination  
06.17.2020

### OFFICE

12800 Center Court Drive  
Suite 300  
Cerritos, CA 90703

### INDUSTRIES

Public Entities

### EDUCATION

J.D., Loyola Law School  
B.A., University of Redlands

### ADMISSIONS

1985, California  
U.S. District Court, Central  
District of California

### PRACTICE AREAS

Investigations

## Marilou F. Mirkovich

### Community & Professional

Ms. Mirkovich is currently on the Board of Directors of the Community Family Guidance Center (Center) and has served as its President. The Center provides low cost mental health care to families at risk in Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood, Norwalk, and Paramount. Ms. Mirkovich has also been on the Board of Directors for the Friends of the Cerritos Center for the Performing Arts. She is a member of the following organizations:

- Association of Workplace Investigators (Founding Member, Executive Board Member 2011-17, Board Member 2009 to 2017, Chair of Member Benefits Committee 2009-2017)
- Association of Title IX Administrators



## Jorge J. Luna

Partner

562-653-3200

jluna@aalrr.com



Sometimes a litigator's best tool is the willingness to engage in thoughtful and open-minded discussion.

Jorge Luna has been practicing law since 1996 in a variety of areas, including employment, construction, business litigation, intellectual property and entertainment. For the past 17 years, Mr. Luna has focused his practice exclusively on employment matters, with an emphasis on litigation and workplace investigations.

Mr. Luna represents employers in all aspects of employment law matters, including employment discrimination, harassment, retaliation and wrongful termination. Mr. Luna has extensive experience preparing, handling and managing litigation matters, including taking cases up to and through trial and subsequent appeals. Specifically, he addresses budgets, initial pleadings, discovery, dispositive motions, mediations, arbitrations, bench trials, jury trials and appeals.

Mr. Luna conducts workplace investigations for both private and public employers. Mr. Luna is experienced in handling investigations involving high ranking employer representatives and sensitive topics, including claims of discrimination, harassment, and retaliation. Mr. Luna is a member of the Association of Workplace Investigators, and he has lectured on investigation topics, including assessing credibility and handling problematic witnesses.

### Honors & Recognitions

Mr. Luna was named a "Southern California Rising Star" for five consecutive years, based on a poll of selected Southern California Lawyers. This recognition honors exceptional Southern California attorneys who are under the age of 40. All award recipients must be nominated by an attorney outside of their firm and must go through an extensive assessment before being selected for this honor.

Mr. Luna has also received awards from the following organizations: Corporate LiveWire Global Awards, AVVO, and The American Registry.

### OFFICE

12800 Center Court Drive  
Suite 300  
Cerritos, CA 90703

### INDUSTRIES

Entertainment & Media  
Public Entities

### EDUCATION

J.D., Loyola Law School  
B.A., Princeton University

### ADMISSIONS

1996, California  
U.S. Court of Appeals, Ninth  
Circuit  
U.S. District Court, Central  
District of California

### PRACTICE AREAS

Investigations  
Labor & Employment  
Litigation  
Litigation  
Trials

## Jorge J. Luna

### Representative Matters

- On behalf of a public entity, Mr. Luna obtained summary judgment in federal court against three former employees who claimed gender discrimination after they were laid off as part of a reduction in force.
- Mr. Luna achieved summary judgment on behalf of a public entity against an employee who was not selected for promotion because he was not the most qualified applicant. The plaintiff claimed age-based discrimination, retaliation, fraud and breach of contract. The firm was first brought into the case just two weeks before the deadline for filing a motion for summary judgment, with the plaintiff's deposition yet to be taken. The appellate court affirmed the summary judgment.
- Mr. Luna also successfully represented a public entity client against 15 causes of action stemming from the termination of a maintenance worker who had been out on medical leave for several years. The entire action was dismissed without leave to amend, and Mr. Luna's client was awarded its costs.
- On behalf of a public entity, Mr. Luna successfully negotiated a favorable settlement of a discrimination and retaliation claim brought by a former member of the police department who claimed she was constructively terminated. Mr. Luna was able to settle both the civil litigation claim and an associated workers' compensation claim.

### Community & Professional

- Mexican American Opportunity Foundation, Board Member
- Princeton University Southern California Alumni Association, Member
- Association of Workplace Investigators, Member
- Whittier Area Community Church, Assistant Basketball Coach

**Sarah J. Martoccia**

Of Counsel

562-653-3200

[Sarah.Martoccia@aalrr.com](mailto:Sarah.Martoccia@aalrr.com)



My goal is to make each client feel as if they are my most important client.

Sarah Martoccia, has over two decades of experience working in public employment law. Her range of expertise includes negotiating and drafting Memoranda of Understandings for unions; preparing and trying disciplinary appeal hearings before various administrative bodies, including Civil Service Commissions, Personnel Boards, and arbitrators; and drafting, filing, and trying employment grievances on numerous issues before City Managers, City Councils, and other hearing officers. She has worked on matters involving the Fair Labor Standards Act, the Family Medical Leave Act, and other employment law issues. She has researched and drafted Petitions for Writs of Mandate and Appellate Briefs and argued motions before the Superior Court and the California Court of Appeal.

Ms. Martoccia began her legal career representing law enforcement unions and their employees. In that capacity, she represented hundreds of peace officers during the internal affairs investigation process. She has significant experience with the Public Safety Officers Procedural Bill of Rights Act (POBRA), and has successfully argued violations of the Act both before hearing bodies and in court. Ms. Martoccia has represented officers during the Skelly process and at post-disciplinary appeal hearings. Having spent several years on the other side of the investigatory process, Ms. Martoccia now brings her unique experience to the management side. She is able to identify potential arguments that may be made by a public safety employee, as well as guide the agency through the entire disciplinary process while avoiding POBRA violations and other legal pitfalls.

Before joining AALRR, Ms. Martoccia owned and managed a private law firm, where she assisted clients in day-to-day operations with an emphasis on employment and labor law issues, unemployment cases, civil litigation collection cases and personal injury cases. She is familiar with all aspects of business litigation and disputes, as well as advising companies on employment practices, including but not limited to hiring and firing decisions, wage and hour issues, and investigation of employee complaints.

**OFFICE**

12800 Center Court Drive  
Suite 300  
Cerritos, CA 90703

**INDUSTRIES**

Public Entities

**EDUCATION**

J.D., Southwestern University  
School of Law  
B.A., California State  
University, Long Beach

**CLERKSHIPS**

Los Angeles District  
Attorney's Office, Eastlake  
Juvenile District

**ADMISSIONS**

1997, California  
U.S. District Court, Central  
District of California

**PRACTICE AREAS**

Investigations  
Litigation

## Sarah J. Martoccia

While in law school, Ms. Martoccia served as the Note and Comment Editor on the Southwestern Law Journal and as an advocate on the Interscholastic Trial Advocacy Program. During her last year, she was permitted by the California State Bar to make court appearances while still in school as a Certified Law Clerk for the Los Angeles District Attorney's Office, Eastlake Juvenile District.

### Honors & Recognitions

Ms. Martoccia was named a "Rising Star" by Southern California Super Lawyers in 2005, 2006, and 2010.

### Alerts & Articles

California Considers Expanding Public Access to Peace Officer Personnel Records

08.10.2020

California Supreme Court Rules Video Redaction Costs Under CPRA Are Not Recoverable

05.29.2020

Governor Newsom Extends the Statute of Limitations for Peace Officer Misconduct Investigations by 60 Days Due to COVID-19 Pandemic

04.03.2020

California Court of Appeal Weighs In on Application of SB 1421

02.13.2020

California Supreme Court Unanimously Holds that Law Enforcement Agencies May Share *Brady* Alerts to Prosecutors Notwithstanding *Pitchess* Statutes

09.03.2019

Court of Appeals Says Police Officer's Promotion Can Be Rescinded Based on Pre-Promotion Misconduct

06.21.2019

Law Enforcement Groups Remove Key Opposition to New Stricter Standard for Lethal Use of Force

06.05.2019

Case Law Begins to Define Peace Officer CPRA Requests

02.19.2019

### Community & Professional

- Los Angeles County Bar Association, Member

## Abraham Escareno

Associate

562-653-3200

aescareno@aalrr.com



Helping people drove my decision to become an attorney. It still remains my driving force.

Abraham Escareno is experienced in counseling and representing both public and private sector clients in various aspects of labor and employment law, including discrimination, disability, privacy, harassment, retaliation, unfair labor practices, and bargaining. He handles all stages of the litigation process to trial. Prior to joining AALRR, Mr. Escareno worked for other labor and employment law firms. He has litigated cases before administrative law boards and state and federal courts.

After graduating from law school, Mr. Escareno earned a fellowship to clerk at the State of California Attorney General's Office, Employment and Administrative Mandate Section. While in law school, Mr. Escareno worked at the San Francisco City Attorney's Office, Office of Labor and Employment, defending against claims of discrimination, reasonable accommodation and section 1983 due process violations. He also served as a summer law clerk at the Equal Employment Opportunity Commission, Office of General Counsel in Washington, DC where he researched and wrote legal memoranda on a variety of sophisticated legal issues. In addition, Mr. Escareno was a judicial extern for the Honorable Consuelo B. Marshall, U.S. District Court, Central District of California, where he researched and wrote memoranda analyzing a variety of legal issues.

While attending the University of California, Berkeley, Mr. Escareno was an Associate Justice with the Judicial Council of Associated Students of the University of California. Mr. Escareno also served as Submissions Editor and Senior Articles Editor for the Berkeley La Raza Law Journal. While obtaining his undergraduate degree, he also studied abroad at the University of Carlos III in Madrid, Spain.

### Alerts & Articles

Award of Costs to Prevailing Employers Is "Mandatory" When the Plaintiff Rejects a Section 998 Offer and Fails to Obtain a More Favorable Judgment  
10.23.2017

### OFFICE

12800 Center Court Drive  
Suite 300  
Cerritos, CA 90703

### INDUSTRIES

Public Entities

### EDUCATION

J.D., University of California,  
Berkeley School of Law  
B.A., University of California,  
Berkeley

### ADMISSIONS

2012, California  
U.S. District Courts, Central  
and Northern Districts of  
California

### PRACTICE AREAS

Labor & Employment Law  
Labor & Employment  
Litigation  
Litigation  
Workplace Training

### LANGUAGES

Spanish

## Abraham Escareno

California Court of Appeal Rules That Investigator's Report Is Protected from Discovery  
07.14.2016

### Publications

Mr. Escareno is a contributor to the firm's labor and employment publications and blogs.

### Community & Professional

- Los Angeles County Bar Association, Labor & Employment Law Section, Member
- Mexican American Bar Association, Member

## DETAILED WORK PLAN

AALRR is well qualified to provide investigative services to the City as our attorneys have been conducting investigations for decades and have conducted investigations involving employees in both the police department and fire service.

Gabriel Sandoval will serve as the City's contact to assess the initial complaint, and investigation conducted or required. Mr. Sandoval will determine, in conjunction with City management, which team member will be best suited to conduct the pending investigation. Our attorneys have also worked with outside auditors and CPA firms to coordinate investigations involving financial abuse.

Many of the procedures discussed below would be incorporated into an investigation performed for the City. All investigations shall be conducted in a timely, efficient, thorough, and objective manner. Before beginning the investigation, the assigned team member will meet with the designated City representative to develop a mutual understanding regarding the following:

- The identity and contact information for the individual(s) who will be our contact from the City for the investigation;
- Steps necessary to maintain attorney/client privilege;
- Locations for interviews;
- Whether witness interviews will be recorded;
- The scope of the investigation;
- A mechanism to address concerns unrelated to the investigation that arise during the investigation;
- The format of the report;
- Overall timing of the investigation;
- Whether a draft report will be reviewed before completion of the final report; and
- Any other administrative concerns.

In each investigation, our investigators interview all available and necessary witnesses, provide credibility analyses, and analyze all relevant documentary evidence. Based on those steps, our investigators will make impartial factual findings concerning the complained of conduct. Our investigators are well-versed with POBOR and FBOR, *Lybarger* requirements, due process requirements, and standards for employee discipline.

It is expected that the vast majority of investigations will be conducted by one investigator, with assistance from a paralegal, if necessary. A paralegal may assist to review voluminous documents or emails or to assist in the preparation of witness summaries or compilation of the report. City staff will be needed to coordinate interviews and transmission of documents. Fullerton should designate a contact person for each investigative report.

The firm will retain investigative reports and supporting file documentation for five years after the completion of the investigation. If litigation is filed, the firm will comply with "litigation hold" requirements. File materials include audio recordings of interviews, notes by the investigator, and other provided documentation that was not relied upon in reaching conclusions.

## FEE PROPOSAL

AALRR's attorneys, paralegals, and support staff operate as a collaborative team to provide value to our clients with prompt, high quality legal services at a reasonable cost. Our firm is always mindful of the larger budgetary reality facing the public sector. We can provide cost estimates of specific matters so the City can make informed decisions about its options. We also provide our clients with detailed monthly invoices that include descriptions of the services provided, including the attorney or paralegal who provided such service. Invoices are broken down by matter numbers so fees can be tracked by each individual matter.

Mr. Sandoval will take into account the needs of the City along with the experience of our team members when assigning a project. Every matter will be supervised at the partner-level, and he will have the overall responsibility for all matters assigned to AALRR.

Below are the firm's current, discounted public sector rates.

Hourly Rates - billed one-tenth (.10) of an hour	
Partners (Rate based on years of experience)	\$325-\$405*
Associates (Rate based on years of experience)	\$245-\$295*
Paralegals	\$195*
Transcription	\$70

*\*The firm anticipates increasing its hourly rates on January 1st of each year (beginning in 2022) by \$10.00 per hour for attorneys and \$5.00 per hour for paralegals.*

### *Miscellaneous Costs*

AALRR does not charge for legal assistants or clerical and administrative staff. A five percent administrative fee will be applied to each bill in lieu of charging for telephone costs, incoming and outgoing faxes, photocopies, mailing fees, messenger services, computer databases (e.g., Westlaw), word processing and travel expenses (including mileage at the current IRS rate, parking and meals).



## REQUIRED FORMS

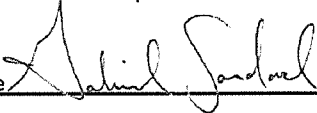
### Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: N/A	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature 

Date November 12, 2020

Name: Gabriel A. Sandoval

Title: Partner

### EXCEPTIONS FORM

If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).


- ☐ No exceptions taken
- ☐ Exception taken to the scope of work or specifications
- ☒ Exception taken to indemnification and insurance requirements
- ☐ Exception to proposed contract language
- ☐ Other

Please explain any of the checked items:

Please see AALRR's requested changes to the indemnification language on  
the following page.

PROPOSING FIRM: Atkinson, Andelson, Loya, Ruud & Romo DATE: November 12, 2020

BUSINESS ADDRESS : 12800 Center Court Drive Suite 300, Cerritos, CA 90703

SIGNATURE OF REPRESENTATIVE: 

BY: Gabriel Sandoval TITLE: Partner and authorized officer

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Mark T. Palin, President 12800 Center Court Drive, Suite 300, Cerritos, CA 90703

Thomas W. Kovacich, Secretary 12800 Center Court Drive, Suite 300, Cerritos, CA 90703

\_\_\_\_\_  
\_\_\_\_\_

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the **negligent** performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply after an ~~without any~~ advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, ~~but~~ and shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the ~~work performed by negligent performance~~ by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole or active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

**NON-COLLUSION AFFIDAVIT**

Note: To be executed by Proposer and submitted with proposal.

State of California  
(the State of the place of business)

County of Los Angeles  
(the County of the place of business)

Gabriel A. Sandoval, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is Partner of  
(title of the person signing this form)

Atkinson, Andelson, Loya, Ruud & Romo, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business

By:

  
(signature)

Printed Name:

Gabriel A. Sandoval  
(name of the person signing this form)

Title:

Partner  
(title of the person signing this form)

**EXHIBIT B**

**ADDITIONAL SERVICES**

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**

**EXHIBIT D**

**W-9 FORM**