

ORIGINAL

AG-5192.A.2

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT, dated for purposes of identification only this 9th day of Sept, 2014, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation, hereinafter referred to as "ANAHEIM"

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MICHAEL GENNACO, STEPHEN CONNOLLY, and CYNTHIA HERNANDEZ, hereinafter referred to as "OIR GROUP."

WITNESSETH:

WHEREAS, ANAHEIM and OIR GROUP previously entered into an Agreement for legal services dated August 25, 2009, for OIR GROUP to perform administrative reviews of critical incidents and the Internal Affairs Division of the Anaheim Police Department on an annual basis (the "Agreement"); and

WHEREAS, ANAHEIM and OIR Group subsequently entered into a First Amendment to Agreement dated June 18, 2013, which i) expanded the scope of OIR GROUP's services to include reviews of historical incidents, more frequent and more detailed audits, briefings and/or reports, and other audit-related tasks requested by ANAHEIM, and ii) increased the not to exceed amount set forth in the Agreement from \$45,000.00 to \$85,000.00 per annum; and

WHEREAS, on March 14, 2014, ANAHEIM and OIR Group entered into a Letter Agreement pursuant to paragraph 3 of the First Amendment to Agreement, which further expanded the scope of OIR Group's services to include, among other things, on-call services for critical incidents, expanded investigations and investigative reports, policy review and development, and acting as a liaison to the City Manager's Office in connection with ANAHEIM's Pilot Public Safety Board, once that Board became operational; and

WHEREAS, in light of the increased services provided by OIR pursuant to the Letter Agreement, ANAHEIM desires to increase the not to exceed amount set forth in the

1 Agreement from \$85,000.00 to \$125,000.00 per annum. In addition, this Second Amendment
2 reflects personnel changes at OIR Group in terms of the Parties and signators to the
3 Agreement.

4 NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
5 PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES
6 HERETO AGREE AS FOLLOWS:

7 1. Paragraph 1 of the Agreement is hereby amended in its entirety to read
8 as follows:

9 1. SCOPE OF SERVICES

10 OIR GROUP shall perform the legal services set forth in its April 24, 2013,
11 Proposal and the Parties' March 14, 2014 Letter Agreement, copies of which are attached
12 hereto as Exhibit "1" and incorporated herein by reference.

13 MICHAEL GENNACO ("GENNACO") shall be designated OIR Group
14 Project Manager, and shall be responsible for heading the audit team, directing the services to
15 be provided under this Agreement and administering the Agreement on behalf of OIR
16 GROUP.

17 2. Paragraph 3 of the Agreement is hereby amended in its entirety to read
18 as follows:

19 3. COMPENSATION

20 ANAHEIM shall pay OIR GROUP for professional legal services rendered
21 pursuant to this Agreement at the following rates:

- 22 a) \$215 per hour for GENNACO; and
- 23 b) \$190 per hour for all other OIR GROUP attorneys.

24 ANAHEIM also agrees to reimburse OIR GROUP for the following out-of-
25 pocket expenses only: travel, long-distance telephone, photocopying, and postage/delivery
26 charges.

27 No extra services beyond the scope of this Agreement shall be rendered by OIR
28 GROUP, unless such extra services shall be authorized in writing by the City Attorney of

1 ANAHEIM.

2 It is understood by and agreed between the parties to this Agreement that full
3 and complete payment for all services provided in accordance with this Agreement shall not
4 exceed the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) per annum.

5 ANAHEIM agrees to pay each member of OIR GROUP individually for work
6 performed and expenses incurred within thirty (30) days after submission of statements from
7 OIR GROUP members describing such work and expenses. GENNACO shall be responsible
8 for submitting such statements to ANAHEIM and for keeping track of the total compensation,
9 including expenses, paid to OIR GROUP for services rendered pursuant this Agreement.

10 3. Except as expressly provided to the contrary herein, all provisions of the
11 Agreement shall remain in full force and effect. The Agreement, the First Amendment to
12 Agreement, and this Second Amendment to Agreement shall hereinafter be collectively
13 referred to as the "Amended Agreement." The Amended Agreement integrates all of the terms
14 and conditions of agreement between the Parties and supersedes all negotiations or previous
15 agreements between the Parties with respect to the subject matter hereof.

16 4. OIR GROUP and OIR GROUP's signators represent that the signators
17 hold the positions set forth below their signatures and that the signators are authorized to
18 execute this Second Amendment to Agreement on behalf of OIR GROUP and to bind OIR
19 GROUP hereto.

20 5. The Effective Date of this Second Amendment to Agreement shall be
21 the latest date of execution hereinafter set forth opposite the names of the signators hereto. In
22 the event that OIR GROUP fails to set forth a date of execution opposite the name(s) of its
23 signator(s), OIR GROUP hereby authorizes ANAHEIM, by and through its representative, to
24 insert the date of execution by OIR GROUP's signator(s) as the date said Second Amendment
25 to Agreement, as executed by OIR GROUP, is received by ANAHEIM.

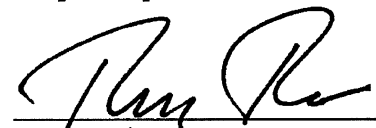
26 *(Remainder of page intentionally left blank; signatures on next page)*
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IN WITNESS WHEREOF, the parties hereto have caused this Restated and Amended Agreement to be executed on the dates hereinafter respectively set forth.

DATE OF EXECUTION: City of Anaheim,
a municipal corporation

DATED: 10/27, 2014

By: 
Tom Tait, Mayor

"ANAHEIM"

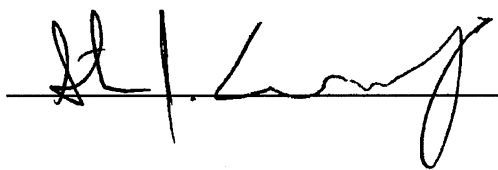
MICHAEL GENNACO

DATE OF EXECUTION:
9/17/14



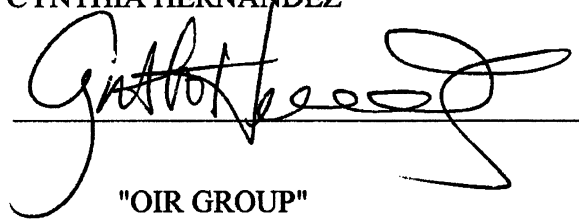
STEPHEN CONNOLLY

DATE OF EXECUTION:
9-16-14



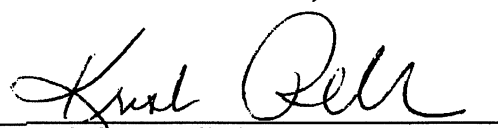
CYNTHIA HERNANDEZ

DATE OF EXECUTION:
9/17/14

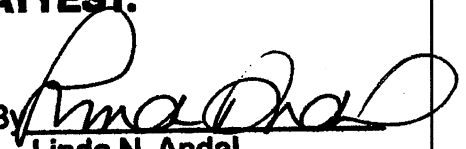


"OIR GROUP"

APPROVED AS TO FORM:
MICHAEL R.W. HOUSTON, CITY ATTORNEY

By: 
Kristin A. Pelletier
Senior Assistant City Attorney

ATTEST:

By: 
Linda N. Andal
City Clerk

Dated: 10/10/14

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