



CITY OF WEST HOLLYWOOD

**REQUEST FOR PROPOSALS
PARKING CITATION HEARING EXAMINER
JANUARY 2019**

SCHEDULE

1. Distribution of bid document (RFP)	January 30, 2019
2. Deadline to submit questions	February 11, 2019
3. Responses to questions	February 15, 2019
3. Proposal Due Date	February 26, 2019
4. Proposal Evaluation	February 27 – March 7, 2019
5. Interviews with Selected Vendors	March 14, 2019
6. Vendor Selection and Notification	March 21, 2019
7. City Council Approval of Contract(s)	May 6, 2019
8. Contract Start Date	July 1, 2019

INTRODUCTION

The City of West Hollywood is inviting proposals from one or more qualified individuals or firms interested in providing parking citation hearing examiner services for an initial term of three years, with two one-year extensions to be exercised at the City's sole discretion.

BACKGROUND

The City of West Hollywood, incorporated in 1984, is a densely populated city of 1.9 square miles surrounded by the City of Los Angeles on the north, south and east sides and the City of Beverly Hills on the west side. The City of West Hollywood has a population of 37,000.

The City operates as a "contract city," using private firms and other governmental agencies to provide some of the traditional municipal services to the community. The City provides general governmental services, planning, public works, rent stabilization, parking and recreation services. The County continues to provide library services and fire services, independent of the City. Law enforcement services are provided by contract with the Los Angeles County Sheriff's Department, and is administered by the City's Public Safety Department.

The City's parking citation processing function is performed by a third-party contractor, and the following is a summary of the volume of requested/concluded West Hollywood hearings by fiscal year.

FY14	1,387
FY15	1,450
FY 16	1,009

FY 17	815
FY18	638

California Vehicle Code (CVC) § 40215 sets forth procedures for contesting parking violations that all issuing agencies must adhere to by State law. The process for contesting a parking violation involves an initial “administrative review” conducted by the issuing agency. If the contestant is not satisfied with the results of the initial review an “administrative hearing” may be requested. The administrative hearing is conducted by an independent party hired to adjudicate parking citations. The contestant may request an appeal of the decision rendered at an administrative hearing in the superior court if a request is filed within thirty days of the mailing of the decision.

MINIMUM QUALIFICATIONS

In accordance with CVC § 40215 (4)(B) the City of West Hollywood requires potential bidders to have the following minimum qualifications:

- Twenty (20) hours of training provided through (i) an accredited college or university, (ii) a program conducted by the commission on Peace Examiner Standards and Training, or (iii) American Arbitration Association or a similar established organization.
- The training program may include topics relevant to the administrative hearing, including, but not limited to, applicable laws and regulations, parking enforcement procedures, due process, evaluation of evidence, hearing procedures, and effective oral and written communication.
- The hearing examiner selected during the RFP process shall be available for hearings once a week for a minimum of four hours, Monday through Thursday, between the hours of 8 a.m. to 6 pm. The schedule submitted in response to the RFP shall be an element in making the selection.

SCOPE OF WORK

Hearing examiners shall be responsible for conducting administrative hearings in-person or by written declaration, depending on the contestant’s preference.

The decisions rendered by the hearing examiner must be based on independent knowledge of the CVC and the local parking code. A copy of the City’s Administrative Adjudication Manual is provided to the hearing examiner as a guide to City parking policies and procedures.

To ensure fair and impartial hearings, decisions are to be made without consultation with City Staff. The hearing examiner may conduct an independent investigation in the field and/or request reports prior to rendering a final decision on a contested parking violation. Hearing officer will confirm the absence of conflicts before undertaking a new case.

The number of hearings varies each month. Each in-person hearing is scheduled in fifteen-minute intervals. Hearings by written declaration are assigned by batch on a weekly basis.

Hearings by written declaration may be completed prior to the first scheduled hearing, between in-person hearings, or following the last scheduled hearing, time permitting.

Hearings must be conducted within 90 days of the request for hearing. Hearing dates and times are mailed to respondents approximately three weeks prior to the hearing dates. A list of the hearing date and times are forwarded to the hearing examiner in advance by the City's processing agency. The hearing examiner is responsible for picking up the case files from the Parking Division and reviewing the case files prior to the scheduled hearing.

Prior to the scheduled hearing the City will provide the hearing examiner with a case folder which contains all information relevant to the citation, including:

- A copy of the citation
- Any correspondence received by the City of West Hollywood concerning the citation
- The results of any investigations conducted during the initial review process
- A complete computer record of all calls received and notices sent

Hearing examiners will review the case folder and receive testimony from the individual contesting the parking violation. The hearing examiner shall either have multiple language skills or the ability to work with an interpreter. All hearings will be conducted in English and with the assistance of foreign language interpreters as provided by the City.

The hearing examiner is responsible for audio recording each in-person hearing. Recordings shall be filed with the City and will be stored for a minimum of 180 days.

Upon the completion of all scheduled hearings, the hearing examiner will submit a written decision and mark the docket with a disposition code for each case. The hearing examiner will deposit the hearing results at a designated location within the Parking Division. Any cases requiring research must be returned with a disposition no later than fourteen days from the date of the hearing.

The decision of the hearing examiner is communicated to the contestant by mail. The City's processing vendor will generate and mail the required correspondence to the respondent indicating the hearing result.

Evaluation of services and compensation for services for the hearing examiner are not based on the outcome decisions. Compensation is a flat dollar amount per hearing. The hearing examiner will be responsible for all travel and phone expenses. Hearing examiner will provide all labor, clerical support, equipment and materials to perform the scope of work.

The City will provide parking for the hearing examiner.

The City will provide hearing rooms, use of copy equipment, public wifi, documents, materials and equipment necessary to conduct hearings.

The City will provide an interpreter when necessary.

Cost proposals may stipulate a minimum number of cases per day, to be paid as a per diem rate if the number of hearings scheduled for the day is less than the number of slots available. With prior City approval, the hearing examiner may submit an hourly rate as compensation for required special meetings directly related to providing services outlined in the scope of services.

The hourly rate shall not apply to carrying out the routine functions necessary to fulfill the duties of the position such as case review, appointment preparation, research, or field visits. It is assumed that compensation based on a per hearing basis shall incorporate the time required to perform the work called for under the agreement between the City and the hearing examiner.

Hearings are scheduled on a weekly basis in a recurring four-hour block of time. The City and the hearing examiner shall coordinate planned absences due to vacation, medical appointments or other personal matters a minimum of three weeks prior to the scheduled event. The City requires availability of a primary hearing examiner to be available on a consistent and regular basis. A secondary hearing examiner shall be required as an alternate to cover scheduled absences and to be on-call on the day hearings are scheduled. Proposals in response to this RFP may be submitted by companies, organizations or individuals. Joint proposals from two individuals wishing to serve as primary and secondary hearing examiners are encouraged.

NOTICE TO ALL POTENTIAL PROPOSERS

Any company, individual, or person serving in the capacity of spokesperson or representative for the party submitting a proposal shall not communicate, meet or discuss with any City employee, City Council member, or City appointed official concerning the Parking Citation Hearing Examiner RFP or any aspect of the evaluation, consideration and decision-making process except as provided in this RFP.

Failure to abide by these requirements may subject proposers to disqualification from the selection process.

DEFINITIONS

The following meanings are attached to the following defined words when used within the RFP or AGREEMENT:

The words "Hearing Examiner", "Company", "Contractor" or "CONTRACTOR", means the person, firm, or corporation submitting a proposal on these specifications, or any part thereof.

The word "Services", "Contract Services" or "Scope" means the work assigned to the CONTRACTOR as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

The word "CITY" means the City of West Hollywood and its representatives employed for this project, elected officials and staff.

PROPOSAL EVALUTATION CRITERIA

- Experience. (25%) All proposals will be evaluated to determine how well they meet the training and background required to carry out the duties outlined in the Scope of Services.

- Cost. (20%) The flat rate for each in-person hearing, hearing by written declaration, or in- failure to appear. The per diem number of cases required as a minimum. The hourly rate for special meetings and/or training.
- References. (20%) The list of public sector clients and contact information.
- Interview. (35%) Based on an evaluation of the proposals received it is anticipated that the top candidates will be scheduled for a follow-up interview. Evaluation of proposals will be conducted by City staff. Firms selected as finalists will be invited to an interview before a selection committee.

It is the City's intent to award the contract to one or more proposers that are the best qualified for the City. The City is not required to select the proposal solely based on price.

The City reserves the right to reject any and all proposals or take such other course of action deemed appropriate at the City's sole and absolute discretion. The City reserves the right to waive irregularities. The City reserves the right to negotiate changes to the terms contained in the proposal with the selected proposer, including changes to the cost.

Omissions, inaccuracy, or failure to include all required information with the proposal may subject the proposer to disqualification.

The City is not liable for any costs or expenses incurred by the proposers in preparing and submitting their proposal.

The West Hollywood City Council will have final approval of the recommended award of the contract.

PROPOSAL CONTENT

1. Describe the training received that relates to the minimum required for the position by State law including professional licenses and or certifications.
2. Describe your background and experience in conducting administrative hearings and list a minimum of three (3) public sector references for whom comparable services were provided to in the last five (5) years. Include the name of the agency, name of the contact, telephone number of the contact, email address of contact, brief description of the services provided, your firm's role, and the start and completion date.
3. Provide a list of public sector clients and their contact information. Please indicate if you are currently providing hearing examiner work for them.
4. Provide a proposed schedule that covers a four-hour period that you will be able to work once a week between Monday and Thursday throughout the year, consistently during the term of the contract.
5. Provide a description of the proposed services that address the scope of work.
6. If proposal is submitted by a firm or company or a joint proposals from two individuals, provide information for primary and secondary Hearing Examiners in case of illness or emergencies.

7. Provide three sample hearing results from three previous cases that best illustrates your writing ability and experience in applying State or local law.
8. Provide a compensation proposal for the first three years (FY19/20 – FY21/22) that addresses the following items:
 - A. Fee per case (for liable, not liable or failure to appear)
 - B. Daily minimum number of cases (per diem)
 - C. Hourly rate for training or special meetings
9. Provide a compensation proposal for the two one-year contract renewal options (FY 22/23) and (FY23/24) that addresses the following items:
 - A. Fee per case (for liable, not liable or failure to appear)
 - B. Daily minimum number of cases (per diem)
 - C. Hourly rate for training or special meetings
10. Provide a statement that the sample contract (ATTACHMENT A) has been reviewed and indicate whether or not any changes to the boiler plate contract language (Attachment A) are being requested.

SUBMISSION OF PROPOSAL

The proposal must address all questions in the RFP with the supporting documents noted by February 26, 2019.

Proposals must be signed in ink by the president, chief executive examiner, or individual authorized to act on behalf of the company, with current Power of Attorney if applicable. The name of the individual submitting the proposal must be provided.

Submit all questions by February 11, 2019, via the City of West Hollywood online bid portal at:

<https://www.weho.org/city-government/city-departments/public-works/bids>

Submit four (4) printed copies of the proposal by **3:00 p.m., Tuesday, February 26, 2019.**

Proposals must be addressed as follows:

Yvonne Quarker, City Clerk
Attn: Parking Citation Hearing Examiner RFP
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069

No oral, telephonic or telegraphic proposal or modification of proposal will be considered. Under no circumstances shall city staff, its elected officials, board or commissioners or personnel be permitted to comment and/or have any involvement in the distribution of this document. All written communications pertaining to the RFP shall be subject to disclosure pursuant to the California Public Records Act. Proposals will be subject to disclosure only after staff has selected a vendor for recommendation to the City Council.

Responses to all submitted questions will be provided as an addendum via the City's online bid portal. No verbal questions shall be submitted.

TERM OF AGREEMENT

The initial agreement term shall be for three years commencing July 1, 2019 through June 30, 2022. The CITY may extend the term of the AGREEMENT for up to two additional one-year periods.

The CITY reserves the right to terminate the AGREEMENT with or without cause with 30 days written notice to the CONTRACTOR.

CONTRACT REQUIREMENTS

Attachment A is provided as a sample of the City's standard contract requirements.

Provide a statement that the sample contract (ATTACHMENT A) has been reviewed and indicate whether or not any changes to the boiler plate contract language (Attachment A) are being requested.

Example Responses:

- *No Changes to the standard contract are required or requested*
- *Our Legal Department has revised the agreement and has requested the following change to section 8.2.1, line 4-5*

Proposed changes will not have any influence on the evaluation of the proposal, but will speed up the process of the selected consultant to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney's Office and Risk Management Examiner prior to signing the contract documents

**ATTACHMENT A
CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

This Agreement is made on this [redacted]th day of [redacted], 2019, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20[redacted] unless extended in writing in advance by both parties.
 - 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$[redacted] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 - 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [redacted], shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

- 5.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED], shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its examiners, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the

8. CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its examiners, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

9. **INSURANCE REQUIREMENTS.**

9.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

9.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its examiners, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

9.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

9.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an

- 9.1.4. amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 9.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 9.2.1. "The CITY, its elected or appointed examiners, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 9.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed examiners, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 9.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 9.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 9.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed examiners, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 9.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed examiners, officials, employees, agents, or volunteers.
- 9.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in

- 9.2.8. writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 9.2.9. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 9.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 9.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 9.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
10. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

11. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 11.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 11.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 11.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
12. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color,

14. national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
15. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
16. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
17. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
18. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
19. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
20. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The 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 the CITY. The

21. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
22. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

23. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
24. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
25. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
26. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20__.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit A**

Scope of Services:

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

Special Payment Terms:

NONE

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

EXHIBIT A-Scope of Services

- 1) The hearing examiner shall conduct on-site administrative hearings regarding individuals who are contesting parking citation(s) whether “in person” or by “written declaration”. The CITY shall designate the location and times of said hearings.
- 2) The hearing examiner shall submit typed written decisions for each “in person” hearing conducted or “written declaration”. The hearing examiner shall also indicate the decision rendered on a hearing disposition form as provided by the CITY. Said completed hearing disposition form(s) shall be deposited on a daily basis at a location designated by the CITY.
- 3) The hearing examiner shall dispose of all administrative hearing matters fairly, promptly, and efficiently.
- 4) The hearing examiner shall require parties in proceedings before the hearing examiner to refrain from manifesting, by words or conduct, bias or prejudice based upon race, sex, transgender status, religion, national origin, disability, age, sexual orientation, or socioeconomic status against parties, witnesses, parties’ representatives, or others.
- 5) The hearing examiner may consult with CITY personnel whose function is to aid the hearing examiner in carrying out the hearing examiner's adjudicative responsibilities or with other hearing examiners.
- 6) The hearing examiner shall not make any public comment about a pending or impending proceeding, and shall not make any nonpublic comment that might substantially interfere with a hearing. This subsection does not prohibit hearing examiners from making statements in the course of their official duties or from explaining for public information the procedures governing administrative hearings, and does not apply to proceedings in which the hearing examiner is a party in a personal capacity.
- 7) The City of West Hollywood will be provided with the disposition of all cases heard by written declaration no more than fourteen (14) calendar days after receipt by the CONTRACTOR.
- 8) The hearing examiner shall require order and decorum in hearing proceedings.
- 9) The hearing examiner shall possess the ability to conduct hearings in English and with the assistance of foreign and sign language interpreters. Interpreters shall be the responsibility of the contesting party.
- 10) The hearing examiner shall perform his or her administrative hearing duties without bias or prejudice. CONTRACTOR shall not, in the performance of his or her duties, by words or conduct manifest bias or prejudice, including but not limited to bias or prejudice based upon race, sex, transgender status, religion, national origin, disability, age, sexual orientation, or socioeconomic status. A hearing examiner must refrain from speech, gestures, or other conduct that could reasonably be perceived as sexual harassment.
- 11) The hearing examiner shall be faithful to the law regardless of partisan interests, public clamor, or fear of criticism, and shall maintain professional competence in the law.

- 12) The hearing examiner shall be patient, dignified, and courteous to all persons with whom the hearing examiner deals in an official capacity.
- 13) CONTRACTOR shall hear and decide all matters assigned except those in which he or she is disqualified.
- 14) In all hearing matters, CONTRACTOR shall disclose on the record information that the hearing examiner believes the parties or their lawyers or other authorized representative might consider relevant to the question of disqualification, even if the hearing examiner believes there is no actual basis for disqualification.
- 15) The hearing examiner shall disqualify himself or herself in any proceeding if for any reason the hearing examiner doubts his or her capacity to be impartial or the circumstances are such that a reasonable person aware of the facts would doubt the hearing examiner's ability to be impartial.
- 16) CONTRACTOR shall be responsible for providing electronic audio recording equipment for the purpose of recording each and every "in person" hearing.
- 17) CONTRACTOR shall deliver completed audio hearing tapes, labeled with the appropriate date(s) to the City's Parking Manager on a daily basis.
- 18) CONTRACTOR shall invoice the CITY for services rendered and CITY shall promptly pay said invoice(s) in a manner to be mutually agreed upon by and between the parties.
- 19) CONTRACTOR shall, on a daily basis, obtain the hearing schedule and hearing materials at a place designated by the CITY.
- 20) CONTRACTOR shall be responsible for all travel expenses and telephone expenses.

The CITY OF WEST HOLLYWOOD shall:

- 1) Determine the location(s) where the hearings are to be held and the scheduling of said hearings.
- 2) Provide the daily hearing schedule at a location designated by the CITY.
- 3) Designate a location where said hearing materials are to be deposited by CONTRACTOR at the conclusion of the daily hearings.
- 4) Provide for parking for the hearing examiners during the time hearings are scheduled.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit B**

Certificate of Exemption from
Workers' Compensation Insurance

TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation
with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____