



**REQUEST FOR PROPOSALS (“RFP”)
PARKING CITATION HEARING EXAMINER
MARCH 2019**

SCHEDULE

- 1. Distribution of bid document (RFP) March 26, 2019 at 10:00 a.m.
- 2. Deadline to submit questions April 9, 2019
- 3. Responses to questions April 16, 2019
- 4. Proposal Due Date April 25, 2019 at 2:00 p.m.
- 5. Proposal Evaluation April 27 – May 3, 2019
- 6. Interviews with Selected Vendors May 6 – 10, 2019
- 7. Vendor Selection and Notification May 24, 2019
- 8. City Council Approval of Contract(s) Date TBD
- 9. Contract Start Date July 1, 2019

INTRODUCTION

The City of Beverly Hills (or “City”) is seeking 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 Beverly Hills was incorporated in 1914 and is approximately 5.71 square miles. It is surrounded by the City of Los Angeles to the north, south, west and east and is also bordered by West Hollywood to the north east. Beverly Hills has an approximate night time population of 35,000.

The City operates as a general law city that provides general governmental services, planning, public works, rent stabilization, parking and recreation services as well as police and fire services.

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 City of Beverly Hills hearings by fiscal year.

	FY 14	FY 15	FY 16	FY 17	FY 18	Total
Hearing Requests Received	459	731	795	666	208	2,859
Hearings Liable	241	373	451	422	178	1,665
Hearings Not Liable	56	77	112	114	46	408
Hearings No Show	89	213	192	211	77	782

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 to 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 Beverly Hills requires potential bidders to have the following minimum qualifications:

- o 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.
- o 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.
- o The successful bidder (“Hearing Examiner”) during the RFP process shall be available for hearings once a week between Monday and Thursday, for a minimum of four consecutive hours, between 8:00 a.m. and 4:00 pm. Actual weekday selected will be agreed upon between the City and the selected Hearing Examiner. The schedule submitted in response to the RFP shall be an element in making the selection.

SCOPE OF WORK

I. The selected Hearing Examiner shall provide to the City, qualified hearing examiner services as required by Section 40210 of the Vehicle Code of the State of California and as necessary for the purpose of conducting administrative hearings concerning parking citations as mandated by the State of California. Hearing Examiner shall also provide to the city qualified hearing examiner services as required under Title 1, Chapter 3 Article 3 of the Beverly Hills Municipal Code.

Hearing Examiner shall maintain the minimum hours of training required by Section 40215 of the Vehicle Code of the State of California. As part of their general obligations to provide qualified hearing examiner services, Hearing Examiner shall:

- a) Conduct administrative hearings by written declaration or in person for individuals who are contesting parking citations (s) issued by the City . The location and times of said hearing shall be designated by city.
- b) Render a decision on all scheduled hearings at the conclusion of the hearing except that Hearing Examiners may hold a case file for one week pending submissions of additional evidence deemed necessary at the Hearing Examiner’s discretion. Hearing results shall not be given to the individual contesting the parking citation(s) at the hearing.

- c) Have the ability to conduct hearings in English and in any other language with the assistance of a foreign language interpreter provided by the contesting party.
 - d) Record each and every hearing by digital recorder and provide digital recording equipment for hearings. Hearing Examiner shall provide audio files to City after disposition of each hearing.
 - e) Obtain schedule of hearings and hearing material at a place designated by City.
 - f) Submit legible written notes as to each hearing conducted on a hearing disposition form provided by the City and provide written notice to contestants and other interested parties of the decision. The completed hearing disposition forms shall be deposited at a location designated by City.
 - g) Provide a written computer-generated disposition of hearing statement using a designated format designed by City. Hearing Examiner's decision shall include the following:
 - i) Hearing date
 - ii) Form of hearing by written declaration or in-person
 - iii) List of Exhibits
 - iv) Arguments for defense from individual contesting parking citation(s)
 - v) Prima Facie evidence
 - vi) Evaluation of the evidence and statute
 - vii) Liable or Not Liable decision and supporting justification.
 - h) Accommodate emergency hearings, including same-day hearings to accommodate owners of towed vehicles and other emergencies, in addition to regularly scheduled hearings.
 - i) Coordinate all services with the City in conjunction with City's processing agency
 - j) Conduct hearings only for persons who have complied with the payment requirement outlined in CVC 40215. The City will notify the Hearing Examiner of such cases prior to the scheduled hearing.
 - k) Not allow installment payments or performance of community service in lieu of payment.
- II. Responsibility of City. City shall:
- a) Determine the location of where hearings are to be held and schedule said hearings.
 - b) Prepare and provide hearing files, cassette tapes or digital audio files and materials to be used at the hearings. Prepare and provide a detailed schedule for hearings at a designated

location and also designate the location where the hearing files and materials are to be deposited by the Hearing Examiner at the conclusion of the daily hearings. City, at its discretions, shall determine whether to schedule or cancel hearings. Hearing Examiner shall be responsible for the case file until it is returned to the City upon disposition of each hearing.

c) Provide to each Hearing Examiner the “Westside Cities Parking Citations Adjudication Manual” and “Administrative Review Manual.”

d) Generate the formal notice of the Hearing Examiner’s decision and mail it to the individual contesting the citations(s).

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.

PROPOSAL EVALUATION 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 Work.
- 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 Beverly Hills City Council will have final approval of the recommended award of the contract.

PROPOSAL CONTENT

1. Describe training received that relates to the minimum requirement for the position as required by state law including professional licenses and or certifications.
2. Describe 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, e-mail address of contact, brief description of the services provided, your or 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 a proposal is submitted by a firm or company or a joint proposal 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 contract language (Attachment A) are requested.

SUBMISSION OF PROPOSAL

The proposal must address all questions in the RFP with the supporting documents noted by April 25, 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 via e-mail by April 9, 2019, to Lieutenant Renato Moreno at rmoreno@beverlyhills.org.

Submit (4) printed copies of the proposal by 2:00 p.m., on Thursday, April 25, 2019. Proposals can be mailed or delivered in person. Proposals should be addressed as follows:

Beverly Hills City Clerk's Office
Attn: Parking Citation Hearing Examiner RFP
City of Beverly Hills
455 N. Rexford Drive Room #290
Beverly Hills, California, 90210

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 City 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 Hearing Examiner.

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 contract language (Attachment A) are being requested.

Example Responses:

- No Changes to the standard contract are required or requested
- Our Legal Department has proposed revisions to the Agreement and has requested the following change to section 11 (a)(1).

Proposed changes may impact the evaluation of the proposal. Proposed changes will be reviewed and are subject to approval of the City Attorney's Office and Risk Manager prior to signing the Agreement.

ATTACHMENT A TO
PARKING CITATION HEARING EXAMINER RFP

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CONTRACTOR'S NAME FOR PARKING CITATION AND
ADMINISTRATIVE VIOLATION HEARING EXAMINER
SERVICES

NAME OF CONTRACTOR: Insert name of contractor

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Insert name and title

CONTRACTOR'S ADDRESS: Insert street address
Insert city, state and zip code
Attention: Insert name, title

CONTRACTOR'S E.I.N/TAX I.D. NO.: Insert contractor's Tax I.D. No.

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Spagnoli, Chief of Police

COMMENCEMENT DATE: July 1, 2019

TERMINATION DATE: June 30, 2020

CONSIDERATION: Not to exceed \$ Insert consideration amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CONTRACTOR'S NAME FOR PARKING CITATION AND
ADMINISTRATIVE VIOLATION HEARING EXAMINER
SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Insert contractor's name (hereinafter called "CONTRACTOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

Section 3. Compensation.

(a) Compensation

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

(b) Expenses

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

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

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

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

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

Section 7. Responsible Principal(s)

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

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

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

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

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

Section 11. Insurance.

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

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

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

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

(4) Professional Liability Insurance

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

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

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

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

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) The vehicle liability policy required under this Agreement shall contain an endorsement providing that the policy cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policy affords insurance pursuant to the terms and conditions as set forth in the Agreement.

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

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

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

Section 12. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

Section 13. Termination.

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

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

Section 14. CITY's Responsibility. CITY shall:

(a) Provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

(b) Determine the location of where hearings are to be held and schedule said hearings.

(c) Prepare and provide hearing files cassette tapes and materials to be used at the hearing. Prepare and provide a detailed schedule for hearing at a designated location and also designate the location where the hearing files and materials are to be deposited by the CONTRACTOR at the conclusion of the daily hearings. CITY, at its discretion, shall determine where to schedule or cancel hearings. CONTRACTOR shall be responsible for the case file until it is returned to the CITY upon disposition of each hearing.

(d) Provide to CONTRACTOR the "Westside Cities Parking Citations Adjudication Manual" and "Administrative Review Manual."

(e) Generate the formal notice of the CONTRACTOR's decision and mail it to the individual contesting the citation(s).

- (f) Provide internet access while CONTRACTOR is onsite in City Hall or the City Campus.
- (g) Provide keycard access to the CITY hearing process room. Keycard shall be surrendered to CITY at the termination of the contract date.

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

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

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS
A Municipal Corporation

Name:

Title:

CONTRACTOR:

Name:

Title:

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

LAURENCE S. WIENER

City Attorney

SANDRA SPAGNOLI

Chief of Police

SHARON L'HEUREX DRESSEL
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services:

1. CONTRACTOR shall provide the CITY qualified hearing examiner services as required by Section 40215 of the Vehicle Code of the State of California and as necessary for the purpose of conducting administrative hearings concerning parking citations as mandated by the State of California. CONTRACTOR shall also provide CITY qualified hearing examiner services as required under Title 1, Chapter 3 Article 3 of the Beverly Hills Municipal Code.
2. CONTRACTOR shall provide to CITY qualified hearing examiner services as necessary for the purposes of conducting administrative hearings concerning appeals of taxi and valet administrative citations.
3. CONTRACTOR shall maintain the minimum hours of training required by Section 40215 of the Vehicle Code of the State of California. As part of their general obligations to provide qualified hearing examiner services, CONTRACTOR shall:
 - a. Conduct administrative hearings by written declaration or in person for individuals who are contesting parking citation(s) and/or administrative citation(s) issued by the City of Beverly Hills. The location and times of said hearing shall be designated by CITY.
 - b. Render a decision on all scheduled hearings at the conclusion of the hearing except that Hearing Examiners may hold a case file for one week pending submissions of additional evidence deemed necessary at the CONTRACTOR's discretion. Hearing results shall not be given to the individual contesting the parking citation(s) at the hearing.
 - c. Have the ability to conduct hearings in English and in any other language with the assistance of a foreign language interpreter provided by the contesting party.
 - d. Record each and every hearing by audio cassette tape, provide audio cassette tape recording equipment for the purpose of such recording and able such recording on audio cassette tapes provided by CITY. CONTRACTOR shall return audio cassette tapes to CITY after disposition of each hearing.
 - e. Obtain schedule of hearings and hearing material at a place designated by CITY.

- f. Provide a written computer-generated disposition of hearing statement using a designated format designed by CITY. CONTRACTOR's decision shall include the following:
 - i. Hearing date
 - ii. Form of hearing by written declaration in-person
 - iii. List of Exhibits
 - iv. Arguments for defense from individual contesting parking citation(s)
 - v. Prima Facie evidence
 - vi. Evaluation of evidence and statute
 - vii. Liable or Not Liable decision and supporting justification
4. CONTRACTOR shall accommodate emergency hearings, including same-day hearings to accommodate owners or towed vehicles and other emergencies, in addition to regular scheduled hearings.
5. CONTRACTOR shall coordinate all services with CITY in conjunction with the CITY's Processing Agency.
6. CONTRACTOR shall conduct a hearing only for person who has complied with the payment requirement outlined in CVC 40215. The CITY will notify the CONTRACTOR of such cases prior to the scheduled hearing.
7. CONTRACTOR shall have the right to make herself unavailable for hearings on four (4) Tuesdays during the term of the Agreement upon giving the CITY a two-week notice.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

1. CONTRACTOR shall submit an itemized statement to CITY for services performed, which shall include documentation setting forth in detail a description of the services rendered. Upon satisfactory completion of work, CITY shall pay CONTRACTOR the amount of such undisputed billing within thirty (30) days of receipt of same.
2. CONTRACTOR shall be compensated, at the flat rate of _____ per citation, including scheduled hearings when the parking citation contestant fails to appear.
3. CITY agrees to compensate CONTRACTOR for a monthly average minimum of sixteen (16) cases per four (4) hour day at hearings conducted at the CITY location. Calculation of the monthly minimum cases will be based upon the number of hearings scheduled at CITY location on behalf of CITY and may consist of any combination of in person, written declaration, failure to appear or failure to appear with a reschedule. CITY will not be responsible for any minimum payment for citation hearings held outside CITY.
4. If a previously scheduled hearing is rescheduled for a failure to appear and held, CITY shall pay CONTRACTOR for one (1) hearing. Parking for CONTRACTOR conducting hearings in the City of Beverly Hills shall be provided by CITY free of charge.
5. CONTRACTOR shall be compensated, for the term of this Agreement, at the rate of _____ per hour for Administrative Citation hearings concerning appeals of taxi and valet administrative hearings, including scheduled hearings where the contestant fails to appear. CITY agrees to review compensation for Administrative Citations hearings six (6) months following the first scheduled Administrative Citation hearing.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE:

BY:

Authorized Insurance Representative

TITLE:

AGENCY:

ADDRESS:

RM02.DOC REVISED 10/14/96.