

FEE AGREEMENT FOR HEARING OFFICER SERVICES

THIS AGREEMENT, entered into _____ between the CITY OF ALAMEDA, a municipal corporation, ("the City") and _____ of _____ ("Hearing Officer"), is made with reference to the following:

1. **CONDITIONS:**

This Agreement will not take effect, and the City will have no obligation to provide payment for hearing officer services, until the Hearing Officer returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES:**

The City hires Hearing Officer to provide hearing officer services as set forth in the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance.

3. **FEES:**

The City agrees to pay by the hour at the Hearing Officer's prevailing rate for all time spent on hearing officer related services. The rate that follows is subject to change only on 30 days' written notice to the City. Fee increments will be presented in one-tenths (1/10s) of an hour. Current hourly rate is \$____.00 per hour. Hearing Officer shall not bill time for travel to or from Alameda.

4. **COSTS:**

Hearing Officer may bill for reasonable costs and expenses incurred in connection with services rendered on the City's behalf.

Pre-approved costs include postage (actual costs), outgoing FAX (cost: \$1.00/page), copying (cost: \$0.20/page), local mileage (current IRS rate) and parking fees.

Hearing Officer may not charge for internal costs such as local telephone, incoming FAX, computer-assisted legal or other research fees, secretarial services (such as word processing).

Hearing Officer must obtain the consent of the City Attorney before incurring costs in excess of \$250.00 or retaining outside investigators, consultants, or expert witnesses. Requests for consent for extraordinary costs must be made in writing and include (1) a brief description of costs, including their purpose, (2) an estimate of the total costs to be incurred, and (3) a not-to-exceed figure. Any requests for increases in approved amounts of costs must be made in writing and

include (1) the amount requested, (2) a summary of prior adjustments, and (3) an explanation of the need for the increase.

5. BILLING PRACTICES:

Hearing Officer shall submit monthly bills to the City Attorney (on behalf of the City).

The monthly bill must include a billing summary cover letter that includes the following information (this document is used by the City Attorney's office for accounts payable purposes, so as to protect sensitive or confidential information):

- a. Month and subject matter of work reflected in the bill;
- b. Total amount of the current bill;
- c. Previous balance (if any);
- d. Payment on previous balance (if any);
- e. Current balance due; and
- f. Signature

If Hearing Officer is rendering hearing officer services for more than one matter during a relevant billing period, Hearing Officer will submit a summary cover letter that briefly summarizes the above information for each individual matter.

The complete monthly bill, attached to the summary, shall include the following information:

- a. A brief description of services performed;
- b. Number of hours spent by whom on the services (full name and job title);
- c. An itemized list of costs incurred; including individual receipts for line items that are not basic charges such as postage/photocopy/fax fees; and
- d. The full name, job title, and signature of the individual who prepared the bill.

Bills must be submitted by the 10th day of every month for the previous months' fees and costs. The City retains the right to request additional bill statements at any time; such bills must be furnished within 10 days of the City's request.

6. INSURANCE:

Hearing Officer must maintain the following insurance coverage, at Hearing Officer's own cost and expense, for the duration of the Agreement:

- a. Workers' Compensation: Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly by Hearing Officer
- b. Professional Liability: Professional Liability Insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions, as follows:
 - i. Any deductive or self-insured retention shall not exceed \$100,000 per claim.
 - ii. Notice that cancellation, material change, or non-renewal must be received by the City at least 30 days prior to such change.
 - iii. The policy must contain a cross liability or severability of interest clause.
 - iv. The following provisions shall apply if the professional liability coverage is written on a claim made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least two years after the completion of the Agreement or the work.

Evidence of the aforementioned coverage shall be in the form of a Certificate of Coverage, which shall be filed with the City Attorney's office.

7. FILE RETENTION:

Hearing Officer must retain all records on file for five (5) years following the conclusion of a matter. Please contact the City Attorney's office six (6) months prior to the conclusion of the five (5) year retention schedule for direction on file relocation or disposal.

8. DISCHARGE AND WITHDRAWAL:

City may discharge Hearing Officer at any time. Hearing Officer may withdraw with City's consent or for good cause. Good cause includes City's breach of this Agreement, refusal to cooperate or follow Hearing Officer's advice on a material matter, or any fact or circumstance which would render Hearing Officer's continuing representation unlawful or unethical. Upon conclusion of services Hearing Officer will, upon City's request, deliver City's file and all City property in Hearing Officer's possession, whether or not City has yet paid for all services.

9. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the City and Hearing Officer. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on City or Hearing Officer.

10. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY:

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

11. ARBITRATION:

If any dispute arises between the City of Alameda and Hearing Officer regarding services or billing or any other matter relating to the provision of investigative services under this Agreement, such dispute will be submitted to arbitration if it cannot be resolved by the parties. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California and the Alameda County Bar Association then in effect. The parties may jointly elect either binding or non-binding arbitration. Arbitration will be non-binding in the absence of an agreement to binding arbitration. The Arbitrator shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the Arbitration, including Hearing Officer's fees and the Arbitrator's fees.

12. CONFLICTS OF INTEREST:

Hearing Officer warrants and covenants that he presently has no interest in, nor shall any interest hereinafter be acquired in, any matter which would render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Hearing Officer shall promptly notify the City of the existence of such conflict so that the City may determine whether to terminate this Agreement. Hearing Officer further warrants its compliance with the Political Reform Act (Government Code §81000 et. seq.) respecting this Agreement.

13. BUSINESS LICENSE & TAX IDENTIFICATION:

Hearing Officer shall obtain a City of Alameda business license and pay all state and federal income taxes and any other taxes due incident to this Agreement. Hearing Officer shall provide its City of Alameda taxpayer identification number in the space below and shall provide its Business License Number once obtained:

The application form for a City of Alameda business license and Taxpayer Identification forms are attached to this Agreement. The business license application form with payment of the fees should be directed to City of Alameda Finance Department at 2263 Santa Clara Avenue, Room 230, Alameda, CA 94501. You may apply on line at:

<https://alamedaca.gov/Departments/Finance/Business-License>

The Taxpayer Identification form should be provided to the City Attorney's Office. Please complete the attached W-9 form and return to the City Attorney's Office

14. MODIFICATION BY SUBSEQUENT AGREEMENT:

This Agreement may be modified by subsequent agreement of the City and Hearing Officer only by an instrument in writing signed by both parties. Informal writings such as email are sufficient to constitute the necessary direction or concurrence cited in Section 2 – Scope of Services, or the authorization for extraordinary costs cited in Section 4 – Costs. A fully executed and signed writing is required to change any of the material terms of this Agreement.

The signatories below acknowledge and agree to the foregoing General Fee Agreement, which supersedes any prior General Fee Agreements with the City of Alameda.

CITY OF ALAMEDA

Yibin Shen
City Attorney

Date: _____

Date: _____

Attach. a/i