

## **CITYOF PARAMOUNT**

### **INTERIM CITY ATTORNEY - PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**THIS RETAINER AGREEMENT** ("Agreement") is made and entered into this 10th day of July 2024, between the CITY OF PARAMOUNT, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and, COLE HUBER LLP a California limited liability partnership licensed to practice law, with its principal place of business at 2855 E. Guasti Road, Suite 402, Ontario, CA 91761 (hereinafter "CONSULTANT"). CITY and CONSULTANT are sometimes individually referred to herein as "Party" and collectively as "Parties."

### **RECITALS**

**WHEREAS**, the CITY is required to have a City Attorney; and

**WHEREAS**, CONSULTANT is willing perform and assume responsibility for the provision of certain professional legal services required by the CITY on the terms and conditions set forth in this Agreement. CONSULTANT represents that it is experienced in providing professional legal services to public clients, and is licensed in the State of California, if applicable.

### **NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

#### **1. DESCRIPTION OF SERVICES**

CONSULTANT promises and agrees to furnish to the CITY all labor, materials, services, and incidental and customary work necessary to fully and adequately supply the professional legal consulting services necessary under this Agreement ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. In the event of any conflict between CONSULTANT'S Services and this Agreement, the terms of this Agreement shall apply.

#### **2. TERM OF AGREEMENT**

The term of this Agreement shall be for three consecutive months effective from August 1, 2024, and thereafter as extended on a month-to-month basis on the same terms and conditions as set out here.

3. COMPENSATION

- (a) Except as otherwise provided herein, CITY agrees to pay CONSULTANT as full compensation for all services and duties performed. The total compensation to be paid under this Agreement shall not exceed the amounts set out in Exhibit "A."
- (b) CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.
- (c) Reimbursement for Expenses. CONSULTANT shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "A" of this Agreement.

4. INDEPENDENT CONTRACTOR

- (a) CITY and CONSULTANT agree and represent this Agreement is entered into with the understanding CONSULTANT is not an employee of CITY and is intended, for all purposes, to have the status of independent contractor under Labor Code Section 2776 and as consistent with the office of an appointed city attorney.

In the event the CITY determines a legal, judicial, or administrative determination has a material effect upon the status of CONSULTANT as an independent contractor, the CITY shall have the right, with or without notice, to automatically terminate the Agreement. In the CITY's sole discretion, the CITY may propose modification of the Agreement's terms to permit CONSULTANT's continued provision of services.

- (b) As an independent contractor, CONSULTANT shall be free from control and direction of the CITY in connection with the performance of duties, and CONSULTANT retains exclusive discretion in how to perform duties, subject to other terms and conditions of this Agreement. The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement.

- (c) CONSULTANT shall pay all wages, salaries, and other amounts due its personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- (d) CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.
- (e) No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

## 5. RESPONSIBILITIES OF CONSULTANT

- (a) Schedule of Services. CONSULTANT shall perform the Services expeditiously, within the term of this Agreement as set forth in Exhibit "A". CONSULTANT represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate CONSULTANT's conformance with the Schedule, CITY shall respond to CONSULTANT's submittals in a timely manner. Upon request of CITY, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- (b) The key personnel for performance of this Agreement are set out on Exhibit "A". Substitution of such personnel requires the prior written consent of the City Council.
- (e) Coordination of Services. CONSULTANT agrees to work closely with CITY staff in the performance of Services and shall be available to CITY's staff, CONSULTANTS and other staff at all reasonable times.
- (f) Standard of Care; CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the professional standards for attorneys in the State of California. CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONSULTANT warrants that all employees shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONSULTANT represents its employees have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the

Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONSULTANT shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONSULTANT's failure to comply with the standard of care provided for herein.

6. INSURANCE.

CONSULTANT agrees to procure and maintain, at CONSULTANT's expense all insurance specified in Exhibit "B" attached hereto and by this reference incorporated herein., specifically including malpractice coverage as required by law.

7. ACCOUNTING RECORDS.

CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of CITY during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

8. TERMINATION OF AGREEMENT

- (a) Either party may terminate this Agreement, or any portion hereof, by serving upon the other party at least thirty (30) days before the effective date of such termination. Upon receipt of said notice CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If a portion of this Agreement is terminated, such termination shall not make void or invalidate the remainder of this Agreement. In the event the CITY terminates this Agreement, CONSULTANT shall be compensated only for those services which have been adequately rendered to City, and CONSULTANT shall be entitled to no further compensation.
- (b) Effect of Termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished documents and data and other information of any kind prepared by CONSULTANT in connection with the performance of Services under this Agreement. CONSULTANT shall be required to provide such document and other information within fifteen (15) days of the request.
- (c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

9. DEFAULT

- (a) Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default under the terms of this Agreement, the affected party shall cause to be served upon the deficient party a written notice of the default. The deficient party shall have ten (10) days after service of default notice to cure the default as directed by the affected party in the notice. In the event the deficient party fails to cure its default within such period of time, the affected party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.

10. OWNERSHIP OF DOCUMENTS

All documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY.

11. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

- (a) All information gained, or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager or designee, except as may be required by law.
- (b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- (c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONSULTANT's conduct.

- (d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

## 12. AMENDMENT

Except as otherwise stated herein, any and all obligations of CITY and CONSULTANT are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between CITY and CONSULTANT, shall be set forth in written amendments to this Agreement.

## 13. NONDISCRIMINATION

- (a) CONSULTANT shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.
- (b) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a CITY employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

## 14. INDEMNIFICATION

- (a) To the fullest extent permitted by law, CONSULTANT shall defend (with counsel of CITY's choosing), indemnify and hold the CITY, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of,

pertaining to, or incident to-errors or omissions or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, CONSULTANTS or agents in connection with the performance of the CONSULTANT's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT, the CITY, its officials, officers, employees, agents, or volunteers.

- (b) Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

#### 11. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep informed of state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

#### 12. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by:

- (i) personal service,
- (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery, or
- (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the party as set forth below or at any other address as that party may later designate by notice:

To CITY:	City of Paramount
	16400 Colorado Blvd
	Paramount, CA 90723

To CONSULTANT: Cole Huber LLP  
2855 E. Guasti Road, Suite 402  
Ontario, CA 91761

13. ASSIGNMENT

(a) CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Due to the personal nature of the services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the services described in this Agreement.

(b) CONSULTANT may use assistants, under CONSULTANT's direct supervision, to perform some of the services under this Agreement. CONSULTANT hereby agrees to be solely responsible for any assistant used under this Agreement and each assistant is bound by the terms of this Agreement. CONSULTANT shall have each assistant confirm in writing they are familiar with the terms of this Agreement and agrees to be bound by the terms and conditions set forth herein.

14. PERMITS AND LICENSES

CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. CITY BUSINESS LICENSE

In addition to any other permits or licenses, CONSULTANT shall obtain, maintain and comply with the requirements for a current CITY business license during the term of this Agreement.

16. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the CITY.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further independent force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own



independent investigation of any and all facts such party deems material.

18. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, but not limited to Exhibit "A" and Exhibit "B", which is prohibited or which is held to be void or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that it has the authority to execute this Agreement on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

20. CONSTRUCTION; REFERENCES; CAPTIONS

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to CONSULTANT include all personnel, employees, agents of CONSULTANT, except as otherwise specified in this Agreement. All references to CITY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

21. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

22. NO THIRD-PARTY BENEFICIARIES

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

23. This Agreement shall be deemed to have been executed and entered into in the City of Paramount, County of Los Angeles, and State of California.

**IN WITNESS WHEREOF**, the undersigned execute this Agreement on the date first written above.

**CITY OF PARAMOUNT**

By: \_\_\_\_\_  
John Moreno, City Manager

**COLE HUBER LLP**

By: \_\_\_\_\_  
Derek P. Cole, Managing Partner

ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John E. Cavanaugh, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND COMPENSATION**

The following services shall be provided under this Agreement:

**INTERIM CITY ATTORNEY SERVICES**

Law Firm shall provide all general counsel services customarily provided to public agencies such as the City, which include the following:

Advise the City Council, Commissions, other City officials, and staff on legal matters pertaining to municipal government, including the Brown Act and parliamentary procedures for running meetings;

Attend all City Council and other meetings as requested by the City Council and City Manager;

Provide legal advice, consultations and opinions to the City Council, City Manager, and staff;

Prepare and/or review all ordinances, resolutions, municipal contracts, and other contracts and agreements entered into by the City;

Alert the City in a timely manner on new State or Federal legislation or judicial decisions that may impact the City and propose appropriate action(s) to assure compliance;

Inform the City Council and recommend changes to City ordinances and policies as needed;

Research and submit legal opinions on municipal or other legal matters as requested by the City Council or City Manager;

Review memorandums of understanding and provide guidance on personnel matters, labor relations and policies and procedures affecting employees, including employee discipline or procedures to assure compliance;

Provide legal work pertaining to land use issues including, but not limited to, property acquisitions, property disposals, public improvements, easements, dedications, the California Environmental Quality Act and public utilities;

Enforce City codes, zoning regulations, and building standards through administrative and judicial actions;

Initiate and prosecute any necessary criminal actions required to enforce municipal ordinances;

Review documents, policies, and forms to ensure compliance with current laws;

Coordinate and monitor the work and cost of special legal counsel;

Promptly respond to calls, e-mails, and correspondence from the City Council, City Officials and staff; and

Perform other non-litigation or non-specialized legal duties as requested by the City Council or City Manager.

### **LITIGATION SERVICES**

Upon authorization by the City, Law Firm shall represent the City in any judicial action or any administrative proceeding. Representation of the City shall include:

Preparation for and attendance at court hearings (except for hearings relating to work performed on behalf of the City to prosecute code violations and perform enforcement code functions);

Drafting of pleadings, motions, memoranda, court forms, and other litigation documents;

Research and analysis of claims, defenses, and remedies;

Drafting and responding to discovery;

Coordinating, reviewing, and summarizing discovery and document productions;

Preparing for, attending and summarizing depositions, including witness preparation and preparation of post-deposition summaries or reports;

Preparation of administrative records;

Meetings with client representatives, opposing counsel, and others concerning the litigation;

Trial and trial preparation; and

Other tasks as may be necessary to the successful completion of the litigation.

### **PERSONNEL**

Elizabeth Martyn is designated as the City Attorney, with Derek Cole as the Assistant City Attorney and other personnel as needed.

### **FEES AND REIMBURSEMENT**

The Firm will charge the City its standard rates for municipal advisory and municipal litigation services. For the term of this Agreement, the rate schedule is as follows:

Senior partners and specialty work	\$300/hour
Partners (8-20 years in practice)	\$230/hour
Associates (less than 8 years in practice)	\$200/hour

Paralegals

\$175/hour

Law clerks

\$200/hour

The Firm generally increases its standard professional services rates in January of each year. The firm, following notice, would annually increase its rates to the City consistent with its standard rate schedules for municipal advice and municipal litigation.

Costs incurred in the course of investigation, research, negotiation, or litigation will also be invoiced monthly. The following list of charges is included by way of example:

Parking and toll fees	Actual Cost
Extraordinary postage or overnight delivery costs	Actual Cost
Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost
Messenger services	Actual Cost
Witness fees	Actual Cost
Expert fees	Actual Cost
Westlaw research	Prorated so the City would pay its proportionate share
Accurint or other database research fees	Actual Cost
Data conversion costs and forensic IT work	Actual Costs
FedEx, OnTrac Overnight, or other one-day delivery services	Actual Cost
Duplication/reproduction fees (50 pages or more)	Actual cost if performed by outside service; \$.15/copy if in-house
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost

## **EXHIBIT "B"**

### **INSURANCE REQUIREMENTS**

#### INSURANCE

1. Time for Compliance. CONSULTANT shall not commence work under this Agreement until it has provided evidence satisfactory to the CITY that it has secured all insurance required under this section.

2. Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the CONSULTANT, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, CONSULTANT agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(C) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to CONSULTANT's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(D) Additional Insured: The CITY will be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and

this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(i) Each such policy shall be endorsed with the following language:  
*The CITY of Paramount, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.*

(ii) This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, 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 it.

(iii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(iv) The Additional Insured coverage under the CONSULTANT's policy shall be primary and non-contributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(F) Deductibles and Self-Insured Retentions: All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

3. Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against the City, its officials, officers, employees, and agents.

4. Evidence of Insurance. The CONSULTANT, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the CITY for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, CONSULTANT shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the CITY evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5. Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

6. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

7. Enforcement of Agreement Provisions (non-estoppel). CONSULTANT acknowledges and agrees that actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligation on the CITY nor does it waive any rights hereunder.

8. Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.



## WORKER'S COMPENSATION INSURANCE CERTIFICATION

### WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE PARAGRAPHS BELOW MUST BE CHECKED)

\_\_\_\_ I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement.

\_\_\_\_ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the CITY of Paramount and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CONSULTANT

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address