

CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT
Signature Resolution, LLC

THIS AGREEMENT is entered into on [DATE], by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Signature Resolution, LLC hereinafter called "Arbitrator".

WHEREAS, City desires certain arbitration services pursuant to Chapter 2.18 of the Capitola Municipal Code, and Arbitrator Hon. Amy Hogue with Signature Resolution, LLC is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

SECTION 1
Scope of Services

The services to be performed under this Agreement are for arbitration services by Hon. Amy Hogue (see Exhibit A, attached hereto), pursuant to Chapter 2.18 of the City of Capitola Municipal Code, for the rent dispute between Cabrillo Mobile Home Estates Owner and the Affected Tenants of Cabrillo Mobile Home Estates (collectively, the "Parties").

SECTION 2
Duties of Arbitrator

Arbitrator is appointed by the City to make a determination as to Cabrillo Mobile Home Estates Owner's rent increase in accordance with Chapter 2.18 of the City of Capitola Municipal Code. Arbitrator shall review evidence submitted by the Parties, review the requirements of the City's Municipal Code, and issue a thorough written opinion to substantiate the Arbitrator's decision regarding the rent increase dispute. As part of these responsibilities, the Arbitrator is required to:

- Conduct hearings and issue binding decisions on rent dispute petitions pursuant to CMC §2.18.090;
- Evaluate proposed rent increases for compliance with standards outlined in CMC §2.18.110, including just and reasonable return, net operating income, and mitigating factors;
- Provide written statements of decision within 30 days of closing the hearing; and
- Coordinate with City staff on hearing schedules, document review, and compliance with established procedures.

All work performed by Arbitrator, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Arbitrator's profession.

Arbitrator shall not undertake any work beyond the scope of work set forth in Section 1 unless such additional work is approved in advance and in writing by City.

SECTION 3 Duties of the City

City shall make available to Arbitrator all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

SECTION 4 Fees and Payment

City will pay the Arbitrator in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein, provided that the total amount is not to exceed \$60,000 for the Services described in Section 1 above.

SECTION 5 Changes in Work

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Arbitrator's services. Any change requiring compensation in excess of the sum specified in Section 4 shall be approved in advance in writing by the City.

SECTION 6 Time of Beginning and Schedule for Completion

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Arbitrator completes the services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work shall begin on or about October 2025.

In the event that major changes are ordered or Arbitrator is delayed in performance of its services by circumstances beyond its control, the City will grant Arbitrator a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Arbitrator must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION 7 Termination

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Arbitrator. Arbitrator may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Arbitrator for all services performed and accepted under this Agreement up to the date of termination.

SECTION 8 Insurance

Arbitrator shall procure and maintain for the duration of the contract and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
(including operations,
products and completed
operations) | \$1,000,000 per occurrence and \$2,000,000 in
aggregate (including operations, for bodily injury,
personal and property damage. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and
property damage. |
| 3. Employer's Liability Insurance | \$1,000,000 per accident for bodily injury and
property damage. |
| 4. Errors and Omissions
Liability:
Limits | \$1,000,000 per claim and \$2,000,000 in the
aggregate. |

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Arbitrator or automobiles owned, leased, hired or borrowed by the Arbitrator.
2. For any claims related to this project, the Arbitrator's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Arbitrator's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Arbitrator hereby agrees to waive rights of subrogation which any insurer of Arbitrator may acquire from Arbitrator by virtue of the payment of any loss. Arbitrator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Arbitrator, its employees, agents and subcontractors.

Verification of Coverage

Arbitrator shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 9 Indemnification

For General Services: To the fullest extent permitted by law, Arbitrator agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees

from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

SECTION 10

Civil Rights Compliance/Equal Opportunity Assurance

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

SECTION 11

Legal Action/Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Arbitrator and the City.

SECTION 12

Assignment

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

SECTION 13

Amendments

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Arbitrator. Arbitrator acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond what is provided by this Agreement. Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Section 4.

SECTION 14
Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Arbitrator to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Arbitrator is employed to render professional services only and any payments made to Arbitrator are compensation solely for such professional services.
3. *Licensure.* Arbitrator warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Arbitrator pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Arbitrator shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Arbitrator's other work product shall not be used by the Arbitrator on other projects, except by agreement in writing and with appropriate compensation to the City.
6. *Arbitrator's Records.* Arbitrator shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Arbitrator's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Arbitrator's services.
7. *Independent Contractor.* In the performance of its work, it is expressly understood that Arbitrator, including Arbitrator's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Arbitrator shall not be considered an employee of the City for any purpose.
8. *Conflicts of Interest.* Arbitrator stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Arbitrator's work product prepared pursuant to this Agreement.
9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY
CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
831-475-7300

ARBITRATOR
SIGNATURE RESOLUTION, LLC
HON. AMY HOGUE

By: _____
Benjamin Goldstein, City Manager

By: _____
Hon. Amy Hogue

Dated: _____

Dated: _____

Approved as to Form:

Samantha Zutler, City Attorney



Hon. Amy D. Hogue (Ret.)

MEDIATOR | ARBITRATOR | SPECIAL MASTER
| JUDICIAL & DISCOVERY REFEREE

"The most fun I had as a judge was collaborating with the attorneys to solve problems and to me mediators are the ultimate problem solvers."

BIOGRAPHY

Hon. Amy D. Hogue (Ret.) is a former Complex court jurist (L.A. Superior Court) known for her intellect, practical approach and high resolution rate. Since joining Signature, she has mediated hundreds of cases involving commercial disputes, personal injuries, mass torts, insurance coverage, trademarks, copyrights, sexual assault/abuse, employment and class actions.

She is also honored to be an arbitrator on the AAA and ICDR commercial, international and employment arbitration panels, where her practice is to circulate written tentative rulings and informally resolve discovery and scheduling issues as soon as they arise.

JUDICIAL CAREER

In her 20 years on the bench, Judge Hogue was among the few judges who presided in a Complex litigation court (seven years) and the even fewer judges who sat in the Mosk Courthouse writs and receivers court (which included daily TROs and preliminary injunction motions for 40+ courtrooms) (two years). She also served as Assistant Presiding Judge of Civil (two years) after presiding in a general jurisdiction civil for seven years. In 2016, she sat on assignment in Division Three of the Second Appellate District and authored published opinions in tort and defamation cases.

In the Complex court, Judge Hogue handled disputes involving multi-tier insurance coverage, construction

defects, real estate, securities, professional negligence, environmental contamination, coordinated mass torts (numerous bellwether trials), wage and hour class actions, and consumer class actions involving a broad range of products, from kombucha to life insurance.

On the bench, Judge Hogue worked to achieve efficiency by closely managing all discovery and motion practice (the same way she now approaches arbitrations, references, and special master assignments). She also authored and spearheaded the L.A. Superior Court's adoption of three model wage and hour settlement agreements designed to streamline the court's class action/PAGA settlement approval process. Attorneys throughout California continue to use the model agreements on a regular basis.

Judge Hogue was honored to be a member of the Judicial Council's Advisory Committee on Civil Jury Instructions (CACI) and to participate in the authorship of numerous instructions. She also originated and taught more than 50 MCLE courses to judges and attorneys on diverse topics including product liability, torts, Anti-SLAPP, class actions, employment, PAGA, judicial leadership, evidence, media law, expert witnesses, misclassification of employees, discovery, motions, and jury selection.

PRIVATE PRACTICE

Before her elevation to the bench, Judge Hogue spent 23 years at the same law firm: 12 years as an equity partner at what is now known as Pillsbury Winthrop Shaw Pittman LLP and 11 years as a partner or associate at its predecessor, Lillick & McHose.

Judge Hogue was lead counsel in nine federal and state court jury trials. After defending Samsung in a high-profile right of publicity jury trial, she became "famous in the California Bar for a delicate cross-examination of the *Wheel of Fortune* letter-turner and celebrity Vanna White," according to *The Atlantic Monthly*. ([TABLOID LAW, THE ATLANTIC](#)). She also represented plaintiffs and defendants in numerous bench trials and arbitrations and argued dozens of cases in the California Courts of Appeals, the California Supreme Court, and the Ninth Circuit.

Judge Hogue was co-Chair of Pillsbury L.A.'s intellectual property group and handled a wide variety of business cases involving contracts, frauds, real estate, securities, partnerships, and corporate governance disputes. Her practice also included defending employment cases and prosecuting wrongful-termination actions on behalf of high-level executives. Her client following included banks, real estate developers, manufacturers, automobile manufacturers, insurers, advertisers, and media companies.

As an intellectual property specialist, she prosecuted and defended trademark actions and defended copyright cases involving motion pictures (*Raiders of the Lost Ark*, *Reds*, *Jaws*) television shows (*All in the Family*, *The Bob Newhart Show*), and characters (James Bond, Teenage Mutant Ninja Turtles). She also defended defamation, right of publicity and privacy cases on behalf of the three major networks, local broadcasters, advertisers, and various publishers, including *The National Enquirer*.

Judge Hogue took on work as a mediator during her last four years of private practice, settling dozens of cases involving copyrights, employment, real estate, personal injury and commercial disputes.

AREAS OF EXTENSIVE KNOWLEDGE AND EXPERTISE

Judge Hogue has **mediated, litigated and presided** over numerous cases in each of the following areas.

- **Commercial, Corporate Governance, and Partnership Disputes**
- **Securities**
- **Insurance Coverage and Bad Faith** (including health insurance, life insurance and complex multi-tier coverage disputes)
- **Personal injury, Sexual Assault/Abuse, Product Liability and Mass Tort**
- **Professional Malpractice** (lawyers, doctors, CPAs)
- **Intellectual Property**
- **Employment**
- **Class Actions** (consumer and employment)
- **Defamation and Privacy**

PRACTICE AREAS

- Anti-SLAPP
- Business & Commercial Contracts
- Catastrophic Injury
- Class Action
- Complex Case Management & Discovery Mediations
- Complex Litigation
- Construction
- Corporations & Partnerships
- Defamation
- Employment
- Entertainment
- Environmental & CEQA
- Government & Public Sector Disputes
- Healthcare
- Insurance
- Intellectual Property
- Invasion of Privacy
- Landlord/Tenant
- Mass Tort
- PAGA
- Product Liability
- Professional Malpractice
- Real Estate
- Securities
- Sexual Assault Claims
- Special Master Duties
- Title IX

- Wage & Hour

EDUCATION

- J.D. Duke University School of Law (with Honors, *Duke Law Review*; Womble Scholar)
- Harvard University (Fellow, Kennedy School of Government)
- M. Phil., Cambridge University, England
- Fulbright Scholar to the United Kingdom
- A.B. Duke University (Phi Beta Kappa, *summa cum laude*, with Distinction in English)

EXPERIENCE

- **Signature Resolution Neutral** (2022-Present)
- **AAA Arbitrator** (2022-Present)
- **Judge**, Los Angeles Superior Court (2002-2022)
- **Private Mediator** (1998-2002) (60+ mediations)
- **Co-Chair**, Intellectual Property Group (Pillsbury L.A.) (1996-2002)
- **Equity Partner**, Pillsbury Winthrop/Lillick & McHose (1986-2002)
- **Appellate Practitioner**, California Supreme Court, California Courts of Appeals, Ninth Circuit Court (1979-2002)

PROFESSIONAL ACHIEVEMENTS AND MEMBERSHIPS

- **Author, model wage and hour settlement agreements** (class action settlement, class action/PAGA settlement, and PAGA settlement) for Los Angeles Superior Court's website (2022)
- **Co-Chair**, L.A. Superior Court's Ad Hoc Wage and Hour Committee (2022)
- **Member**, Judicial Advisory Council for the Association of Business Trial Lawyers (ABTL) (2018-2022)
- **Trial Judge Representative**, Judicial Council Advisory Committee on Civil Jury Instructions (CACI) (2018-2022)
- **Member**, Los Angeles County Superior Court's Judicial Education Civil Subcommittee (2014-2022)
- **Chair**, Los Angeles Superior Court's Media Committee (2007-2022)
- **Editorial Board**, *Duke Law Journal* (1978-1979)
- **Recipient**, Fulbright Scholarship to the United Kingdom (1975-1976)
- **Judge Hogue speaks conversational Spanish**

SIGNATURE

RESOLUTION

Hon. Amy D. Hogue (Ret.) Rate and Fee Schedule

<u>PROFESSIONAL FEE</u>	\$17,000/day \$1,700/hour
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This fee applies to proceedings within Los Angeles County. For information on travel rates, please contact your Case Administrator.

<u>ADMINISTRATIVE FEE</u>	\$2,250/party
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The administrative fee is a one-time, non-recurring and non-refundable charge that is applied to all new cases. It will be billed and due as part of the initial invoice.

CONTINUANCE AND CANCELLATION POLICY

Half or full-day hearing: 14 or more calendar days prior to first hearing date

Multiple day hearing: 45 or more calendar days prior to first hearing date

Please note that the Continuance and Cancellation Policy is set by each neutral. All notices of continuances and cancellations must be submitted in writing to your Case Administrator, with a copy to your opposing side/counsel.

If notice of continuance or cancellation exceeds the period specified above, all professional fees other than the administrative fee will be refunded.

If notice is less than the period specified above, the party that requests the continuance or cancellation shall be responsible for 100% of the fees for the hearing. Our office will try to rebook the time to mitigate these fees.

OTHER IMPORTANT INFORMATION

- Professional fees will be estimated and billed in advance of each hearing. All professional fees will be refunded for unused time, provided that the parties have adhered to the Continuance and Cancellation Policy above.
- All fees are due in advance of the hearings, by the specified due dates on the invoices. Nonpayment of fees may result in a hearing being taken off calendar.
- All fees must be paid prior to the issuance of the award, order or judgment.
- Signature Resolution LLC and Judge Hogue's agreement to render services is with counsel, carriers, and any other representative of each party. Signature Resolution LLC and Judge Hogue reserve the right to cancel any proceeding due to non-payment or untimely payment of professional and administrative fees.