



March 17, 2015

REQUESTS FOR PROPOSALS ACTUARIAL SERVICES

Dear Firm:

The City of West Hollywood, the Successor Agency to the West Hollywood Community Development Commission and the West Hollywood Housing Authority (collectively referred to as "City") is seeking proposals from qualified firms for Actuarial Services.

Qualified firms who meet the following minimum criteria are invited to respond to the attached Request for Proposals (RFP). The firm must:

- Demonstrated experience working with GASB Statement No. 57; and
- Qualified actuarial staff that have experience working with the CalPERS' CERBT in order to provide the necessary valuation reports and other information required by CalPERS for participation in the CERBT program; and
- Qualified actuarial staff that has first-hand experience working with governmental entities of similar size.

If your Firm meets these minimum qualifications and wishes to respond to this RFP, please submit a contact person via email to:

Lorena Quijano, Accounting Services Manager, at lquijano@weho.org
and

Karen Bareng, Accountant, at kbareng@weho.org

Proposers must submit an electronic proposal by 5:00 p.m., Tuesday, March 31, 2015 to:

lquijano@weho.org and kbareng@weho.org

Proposals received after that date and time will not be considered.

CITY OF WEST HOLLYWOOD



REQUEST FOR PROPOSALS

ACTUARIAL SERVICES

RESPONSE DUE: March 31, 2015

March 17, 2015

CITY OF WEST HOLLYWOOD
REQUEST FOR PROPOSALS

The City of West Hollywood, the Successor Agency to the West Hollywood Community Development Commission and the West Hollywood Housing Authority (collectively referred to as “City” in this document) seeks Proposals from qualified firms for Actuarial Valuation Services.

Responses must conform to the requirements of this Request for Proposals (RFP). The City reserves the right to waive any irregularity in any Proposal or to reject any Proposal, which does not comply with this RFP. Selection of the proposer will be made solely by the City on criteria determined by the City.

The successful proposer will be required to enter into an agreement, which will include the requirements of this RFP as well as other requirements. The initial term of the agreement will be for two (2) years with the option to extend the agreement for additional two (2) year terms.

The City expects, but does not guarantee, that the decision on selection of a Firm will be made on the date indicated in Section 3. The City assumes no obligation for any costs incurred by any proposer in preparing the response to this request, attending an interview, or any other activity prior to award of the contract to the selected proposer.

The City’s principal contacts with the City and for this Proposal will be Lorena Quijano, Accounting Services Manager, 323-848-6513, lquijano@weho.org, 8300 Santa Monica Blvd, West Hollywood, CA 90069 AND Kareng Bareng, Accountant, 323-848-6825, kbareng@weho.org , 8300 Santa Monica Blvd, West Hollywood, CA 90069 . Proposers may not contact any other City of West Hollywood official, employee, vendor or customer to gather information about this RFP.

City Hall is located at 8300 Santa Monica Blvd, West Hollywood, CA 90069. The telephone number is (323) 848-6400, and the fax is (323) 848-6575.

1. ABOUT THE CITY OF WEST HOLLYWOOD

The City of West Hollywood is a General Law City with a Council/Manager form of government. The City is also a contract city, which contracts out many of its public services. The City fiscal year begins on July 1 and ends on June 30.

- The most recent OPEB Actuarial Valuation was measured as of June 30, 2013. This report provided the Annual Required Contribution (ARC) for fiscal year 2012-13 and 2013-14 financial reporting. The copy of the report is available upon request; the June 30, 2014 Comprehensive Annual Financial Report (CAFR) and its Notes to the Financial Statements as it Relates to GASB 45 is available for review on the City's Website at <http://www.weho.org/financials>.
- In order to be in compliance with Governmental Accounting Standards Board (GASB) Statement 57 and to achieve the development of a one year gap in the ARC calculation for financial reporting purpose, the City seeks an actuary to perform the following:
 - a) An OPEB Actuarial Valuation report with the measurement date as of 1/1/2015, which will provide ARC for fiscal year 2014-15 and fiscal year 2015-16.
 - b) The OPEB Actuarial Valuation report with the measurement date as of 6/30/2015 based on the roll-forward data as of 1/1/2015. This report will provide ARC for fiscal year 2016-17 and 2017-18.
 - c) Optional: OPEB Actuarial Valuation report with the measurement date as of 6/30/2017.
- The City has been on a "pay-as-you-go basis" since it began reporting its OPEB liabilities. The City Council has approved the establishment of an OPEB Trust with the California Employers' Retiree Benefit Trust and plans to start funding its OPEB liability by June 30, 2015.

In addition to the Proposal Content below, the City request you answer the following questions:

What is your company's opinion in the computation of the implicit subsidy?

What is the turn-around time in order for the City to be in the CalPERS' CERBT by June 30, 2015 (the City will provide the OPEB data extract from CalPERS as of 1/1/2015, immediately upon execution of the contract)?

Does your firm provide all necessary note disclosures for the notes to the financial statements?

2. Proposal Content

The content and sequence of the information contained in the Proposal shall be as follows:

- Transmittal Letter – The Proposal should be signed by an officer authorized to bind the proposing firm. The offer should be open for a period of at least 60 days. Include contact information and whether the firm will be using any subcontractors.
- Project Approach – Describe how your firm will approach the GASB 57 study, showing that you understand the objectives and requirements of the project.
- Work Plan and Project Schedule – Provide a work plan and timeline for the project, including when information is needed.
- Project Team – Identify the personnel that will be assigned to the project, their credentials, and their experience with similar projects. Include their experience working with CalPERS' CERBT. Personnel assigned to this project should have first-hand experience working with governmental entities of similar size and have experience with GASB Statement No. 57.
- References – In a table format, include a minimum of five (5) governmental client references for which actuarial work similar to this request has been performed, including contact names and telephone numbers, and types of services your firm has provided.
- Data Requirements – List the plan information, census data (including its format) that you will require from the City of West Hollywood to complete the project (*the City has requested a data extract from CALPERS*).
- Company Profile – Provide a brief background about your firm, including the number of employees and credentialed actuaries, offices and their locations, and your experience with public agency retirement programs and GASB 57.
- Conflicts of Interest – Describe any potential conflicts of interest that your firm may have regarding the project.
- Litigation – List any lawsuit or litigation and its outcome resulting from any public agency project undertaken by your firm within the last 5 years or any project where a claim or settlement was paid by your firm or its insurers within the last 5 years.
- Insurance – The selected Proposer must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, and Errors and Omissions Liability or Professional Liability in amounts consistent with the services provided and as determined jointly by the City and the Firm. Such policies should be issued by companies admitted in the State of California. The Proposal shall include the amounts of insurance by type of coverage and the deductible or self insured level for each type of coverage.
- Summary Sheet (Appendix A) – This section of the Proposal must include a fully completed copy of the Summary Sheet included with this RFP.

- Fees (Appendix B) – This contract will be for two years with an option of renewing for two additional years.
 1. Provide your fixed fees for the project and a not-to-exceed fee as prevalent in the industry. Include an estimate of any additional potential expenses and the hourly rates for the staff assigned to the project. Clearly state what project elements are included in the fee estimate. Include whether costs include any meetings either in person or via telephone as necessary to plan, make necessary decisions and report progress on the valuation.
 2. Provide a separate fee for the actuarial certification, funding policy certification, Excel spreadsheet, and valuation report required by CalPERS for participation in CERBT. Also list any items that you feel may arise or that you might recommend along with an estimate of their additional costs.
- Specific Questions (Appendix C) – This section of the Proposal should address the specific Questions included in the Proposal.

3. Proposal Submission

Deadline for Proposals: For ease of Proposal submission, the City requests that the Proposals be submitted electronically no later than **5:00 P.M.** on **Tuesday, March 31, 2015** to:

Lorena Quijano at lquijano@weho.org
and
Kareng Bareng at kbareng@weho.org.

The submission of a Proposal shall be deemed a representation and certification that your firm:

- Has carefully read and fully understands the information provided in the RFP and any subsequently issued addenda, including City of West Hollywood responses to RFP questions posed by the respondents.
- Has the capacity, ability, and experience to complete the project as specified in the RFP and your Proposal.
- Represents that all the information provided in the Proposal is true and accurate.
- Did not in any way collude, conspire to agree with any person, firm, corporation, or other proposer, directly or indirectly, in regard to the amount, terms, or conditions of the Proposal.
- Agrees that the City of West Hollywood reserves the right to make any inquiry it deems appropriate to substantiate information provided in the Proposal.

Proposals may be withdrawn or modified before the due date of submission for Proposals by delivering a written and signed request by the due date. A request for modification of the Proposal after the due date will not be considered, including a representation that the proposer was not fully informed regarding any information pertinent to the Proposal or the offer. The City of West Hollywood shall not be responsible for or bound by any oral instructions, interpretations, or information provided by the City or its employees other than the RFP contact.

The City of West Hollywood reserves the right to reject any or all Proposals submitted, correct any technical errors in the RFP process, waive any irregularities in any Proposal, negotiate with any of the proposers, accept other than the lowest fee offer, or enter into a subsequent agreement with another proposer if the originally selected proposer fails to execute its agreement with the City of West Hollywood.

Any agreement shall not be binding unless it is executed by authorized representatives of the City of West Hollywood and the selected proposer. Proposing firms are solely responsible for any expenses incurred in preparing their Proposals in response to this RFP.

The Proposal timeline is as follows:

<u>Date</u>	<u>Activity</u>
03/17/15	RFP Issued
03/20/15	Respondent Questions Due by Noon
03/23/15	City of West Hollywood Responses to Questions Due by 5:00 PM
03/31/15	Proposals Due by 5:00 PM via Email
April 2015	Contract Award

4. Contract Provisions

The City of West Hollywood's standard contract will be used for this engagement. The proposers must state whether the terms of the standard contract are acceptable or must include any proposed changes to the stated terms and conditions in their Proposals. The City of West Hollywood may or may not accept proposed changes for the final contract. Due to the nature of this study, confidentiality provision will be added to the standard contract form.

This contract will be for two years with an option of renewing for two additional years. Upon expiration of the initial term, the City and Firm may mutually agree to extend the agreement for additional two (2) year terms under the same terms and conditions. Pricing during the option periods will be negotiated between the City and the Firm. This RFP and the Proposal submitted in response to this RFP may be incorporated as part of the final contract.

5. Other Information

- Proposal Interpretations and Addenda – Any change to or interpretation of the RFP by the City will be sent via email to the contact person provided by each Proposer to the Accounting Services Manager and Accountant; any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.
- Public Record – All Proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law. The City reserves the right to retain all Proposals submitted.

Thank you and we look forward to receiving your firm's Proposal for actuarial services.

APPENDIX A
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone #: _____ Firm Fax #: _____

Federal TIN _____ State TIN _____

Number of years in existence: _____

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Person responsible for day-to-day servicing of the account:

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

APPENDIX B
FEES

APPENDIX C
SPECIFIC QUESTIONS

The City request you answer the following questions:

1. What is your company's opinion in the computation of the implicit subsidy?
2. What is the turn-around time in order for the City to be in the CalPERS' CERBT by June 30, 2015 (the City will provide the OPEB data extract from CalPERS as of 1/1/2015, immediately upon execution of the contract)?
3. Does your firm provide all necessary note disclosures for the notes to the financial statements?

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this xxth day of the month of xxxxxx, 2015, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

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

agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all

other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. INSURANCE REQUIREMENTS.

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

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

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

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence

for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. 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 this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds

available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the CITY.

- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
 - 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
 - 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification

of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws.

The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

14. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
16. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216

Attention: Lorena Quijano, Accounting Services Manager

CONTRACTOR:

Attention: _____

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
19. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
20. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
21. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
22. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the #th day of Month, 2015.

CONTRACTOR

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A (SAMPLE)

Scope of Services:

- Valuation Services
- Meet with city representatives to discuss the results of final report.

Time of Performance:

- Commence within one week following submission of all requested data.
- Prepare the 1/1/15 report in time to fund CALPERS TRUST by June 30, 2015.

Special Payment Terms:

Optional Services:

-

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

<p><i>TO:</i> City of West Hollywood</p> <p><i>SUBJECT:</i> Sole Proprietor/Partnership/Closely Held Corporation with No Employees</p>
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Please let this memorandum notify the City of West Hollywood that I am a

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____