

**OUTREACH SERVICES
FOR METRO & RAIL TRANSIT AFFAIRS**

REQUEST FOR PROPOSALS



RESPONSES DUE BY:

WEDNESDAY, NOVEMBER 4, 2015 AT 4 P.M. PST



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1. INTRODUCTION

1.1 Introduction

The City of West Hollywood, hereinafter referred to as "City," is soliciting proposals from qualified vendors to provide outreach and supporting services related to building constituent coalitions, both locally and within the region, to advocate for rail transit service to West Hollywood. The required services and performance requirements are described in the Scope of Services.

Responses are due on November 4, 2015 at 4:00 P.M. PST. Responses must conform to the requirements of this Request for Proposals (RFP).

After the deadline for receipt of proposals, no oral, telephonic or telegraphic proposal or modification of proposal will be considered. Individuals serving in the capacity of spokesperson or representative for the party submitting a proposal **shall not communicate, meet or discuss any aspect of the evaluation, consideration and decision-making process of this RFP with any City employee, City Council member, or City appointed official. Failure to comply with this provision will result in automatic disqualification from the RFP process.**

All proposals submitted to the City of West Hollywood shall become the exclusive property of the City. **Once City staff has negotiated a contract for presentation to the City Council, all proposals shall become a matter of public record subject to disclosure, with the exception of those elements of each proposal that are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act.** Each element of a proposal that the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

The selection of the proposal will be made solely by the City on criteria determined by the City. The City expects, but does not guarantee, that the decision on selection of a consultant or firm will be made on the date indicated in the Proposal Schedule. 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 12 months.

The City's principal contact for this proposal will be **Joanna Hankamer, Special Projects Senior Planner**, 8300 Santa Monica Boulevard, West Hollywood, CA

90069. Her telephone number is (323) 848-6395 and email address is jhankamer@weho.org.

1.2 West Hollywood Background

The City of West Hollywood is a General Law City with five Council members elected at-large to four year terms on a staggered basis. The City is also a contract city, which contracts out many of its public services. Police service is contracted with the Los Angeles County Sheriff's Department and Fire protection through the Los Angeles County and Consolidated Fire Protection District. The City has approximately 210 full-time and about 30 part-time employees. Its operating budget is approximately \$112 million. The City's fiscal year begins on July 1 and ends on June 30.

With a population of approximately 35,000 and about 25,000 residential units in a land area of only 1.9 square miles, West Hollywood is a highly dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. The City is home to a large immigrant Russian population, as well as one of the nation's best-known gay and lesbian communities. Relatively few children live in West Hollywood, as many of its residents are either adults with no children or senior citizens.

The City is home to the world famous Sunset Strip, the West Hollywood Design District and hosts the annual Halloween Carnival in October, the Christopher Street West Gay, Bisexual, Lesbian and Transgender Pride Parade and Festival in June, as well as dozens of visitor attractions that include a wide variety of restaurants and entertainment venues. On a typical weekend, the City population swells to over 80,000 and during special events, the City attracts between a quarter and a half million people.

The city is also host to major employment centers, such as the 1.2 million square-foot Pacific Design Center, various office high-rises on Sunset Boulevard, Metro's Division 7 Bus Maintenance & Operations Facility, the Lot Film Studios and the Gateway Shopping Center, and almost 3,000 small businesses along the major commercial streets, including hotels and entertainment venues along The Sunset Strip, the shopping and entertainment district along Santa Monica Boulevard, and the West Hollywood Design District on Melrose Avenue, Robertson Avenue, and Beverly Boulevard. As well, Cedars-Sinai Medical Center, in adjacent Los Angeles, employs over 10,000 people and receives more than 2,000 patient visits daily. Nearby retail and shopping destinations such as the Beverly Center, the Original Farmers Market and the Grove bring over 18 million visitors to the area per year.

The City strives to provide a variety of transportation options for visitors and residents. Metro has both local and rapid busses travelling through the City with weekday boardings and alightings averaging 22,145 passengers.. The *CityLine*

shuttle is a local circulator that averages 250 boardings a day. The City also offers a nighttime entertainment trolley on weekend nights along Santa Monica Boulevard. The “Pick Up” line is a 5.9 mile fixed-route trolley service with 31 stops. It has been creatively branded to encourage a safe and free ride home for nightlife goers in West Hollywood. It has been a huge success with an average of 1,425 boardings per weekend

1.3 Mission Statement and Core Values

Mission Statement

As a premiere city, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its wellbeing. We strive for quality in all our actions, setting the highest goals and standards.

Core Values

- Respect and Support for People

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

- Responsiveness to the Public

We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

- Idealism, Creativity and Innovation

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible.

- Quality of Residential Life

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

- Promote Economic Development

We recognize that economic development is essential to maintaining quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish, and seek mutually beneficial relationships with the business community.

- Public Safety

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

- Responsibility for the Environment

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

1.4 Definitions

The following meanings are attached to the following defined words when used in this RFP:

The word “*City*” or “*CITY*” shall mean the City of West Hollywood municipality.

The word “*Proposer*” means the consultant, contractor, agency or firm submitting a proposal on these specifications, or any part thereof.

The word “*Services*”, “*Contract Services*” or “*Scope*” means the work to be delivered by the consultant, firm or corporation as set forth in “Exhibit B” attached hereto and incorporated herein by reference.

The words “*contract*”, “*agreement*”, or “*AGREEMENT*” shall mean the document executed between the Proposer and the CITY to carry out the scope of services of the RFP.

2. PROJECT INFORMATION

2.1 *Project Description and Background*

Challenges and Issues Facing West Hollywood:

West Hollywood faces significant issues with respect to traffic and congestion. These issues existed prior to cityhood and continue to affect the community despite a variety of interventions initiated by the City over the years. For instance, West Hollywood has invested significantly in improving traffic signals designed to enhance the flow of traffic and allow buses to move without blocking intersections of traffic. Despite these improvements, West Hollywood continues to be impacted by a significant amount of vehicular traffic much of which is pass-through traffic, with commuters traveling from all sections of Los Angeles County to Beverly Hills, Century City and other parts of the Westside.

Addressing traffic in West Hollywood requires a comprehensive set of strategies. The City's recently-adopted General Plan (GP) and Climate Action Plan (CAP) (2011) provide specific policy guidance and implementation actions the City needs to undertake to improve multi-modal transportation and improve overall mobility in the City. One strategy is to provide residents and commuters with additional mass transit options. West Hollywood has demonstrated its support for mass transit in a number of different ways. According to Metro data, there are over 97,000 average weekly bus boardings and alightings in West Hollywood. Many transit-dependent commuters arrive in West Hollywood by bus. Metro data also indicates that non-dependent transit users are often more likely to use rail than bus services. Rail service to this area could potentially capture an additional ridership base. As the City continues to grow following a transit-oriented development pattern, the demographic profile is also shifting, incorporating younger residents, who are more likely to go car-free, and who, in general, view rail service in more favorable ways and are more willing to utilize the service.

West Hollywood Voters Overwhelmingly Supported Measure R:

West Hollywood voters have consistently demonstrated their support for mass transit by voting in large numbers in favor of countywide measures to fund transit programs. In 2008, Los Angeles County voters approved Measure R, increasing the sales tax in Los Angeles County by one-half percent to fund rail and other transit improvements. Measure R was approved by **83.6%** of the voters in West Hollywood, the highest percentage of support from any city on Los Angeles County. The most recent countywide sales tax measure appeared on ballots in 2012. Measure J would have extended Measure R by another 30 years. Although this measure was approved by **66.1%** of the voters countywide, it fell short of the 66.7% required for passage. Once again, West Hollywood voters showed their strong support for public transit with **81.4%** of the city voting in favor of funding for mass transit.

The City's elected officials, staff and residents were actively involved in lobbying efforts to bring the Westside extension of the Metrorail to West Hollywood. They actively lobbied for the inclusion of a West Hollywood spur as part of the Westside extension. When Metro analyzed all of the alternatives for the construction of a Westside extension, one of the best performing alternatives was one that connected the Hollywood and Highland Metro station to the Westside extension on Wilshire by going through West Hollywood and connecting to the Wilshire line either via La Cienega or San Vicente. This alternative paired with the Wilshire line had the highest ridership of any of the alternatives. Despite lobbying by West Hollywood representatives, the alignment through West Hollywood was not chosen as the preferred alternative, primarily due to funding constraints. Metro officials, however, committed to including service to West Hollywood as a high priority in its long range plan.

A Metro-funded poll conducted earlier this year suggests that more than two-thirds of Los Angeles County residents would support another transportation funding measure in 2016.

Crenshaw Extension to West Hollywood:

One of the five projects that Metro tested for inclusion in an upcoming 2016 ballot measure is a north-south connection between the Red Line in Hollywood and the Crenshaw Line. Metro polling data shows that almost **80%** of Central Los Angeles residents questioned in the poll said they would be more likely to support a 2016 transportation ballot measure if it funded a project to connect the Metro Red Line station in Hollywood to the Wilshire Boulevard subway and the Exposition and Crenshaw lines. And a 2010 Metro report concluded that "such a corridor would have the potential to provide north/south transit connection with the Crenshaw/LAX Transit Corridor, the South Bay Metro Green Line Extension and future potential extensions that could ultimately extend as far south as Long Beach and/San Pedro". Metro is currently proceeding with a Crenshaw/LAX Northern Extension Feasibility Study that will further define such a project.

Over the past year, the City of West Hollywood's elected leaders and staffs have actively participated on the Westside Cities Council of Governments (WSCCOG), which has supported a Crenshaw Extension through West Hollywood as the highest priority in Metro's Mobility Matrix process informing Metro's Long Range Transportation Plan (LRTP) update and the Ballot Measure Expenditure Plan, required by the passage of SB 767 (2015). As well, with the support of the City's transportation policy consultant, staff has been coordinating with LA County Supervisor and Metro Board member Kuehl's staff, Metro, and staff from the City of Los Angeles Planning Department and Department of Transportation, and has engaged LA County Supervisor and Metro Board member Ridley-Thomas's staff, to refine the scope for the Crenshaw/LAX Northern Extension Feasibility Study.

One of the products of the City's efforts to define and promote rail service to West Hollywood is an outreach flyer (see Section 4.2) created to educate stakeholders of the benefit of the proposed rail alignment and provide data to support investment in this north-south transit corridor, supporting regional transit connectivity.

2.2 Goals of the RFP

The purpose of this RFP is to identify a consultant or firm that will act as the outreach strategist to lead, design, coordinate and implement a community and stakeholder outreach campaign with the goal of building and engaging a broad coalition in support of rail service to West Hollywood, and the Crenshaw Line Extension in particular. One of the tasks for the consultant or firm will be to aid in the establishment and coordination of the *West Hollywood Advocates for Metro (WHAM)* committee, as prioritized by City Council and described in the July 20, 2015 staff report (see Section 4.1). In addition, the consultant or firm will work with West Hollywood's elected officials, City staff and the City's transportation policy consultant and with key staff with prominent decision makers on Metro's Board and other regional boards that have discretionary authority over funding and planning of major transit services such as rail service. The primary goals associated with building alliances locally **and** with communities along the entire proposed north-south transit corridor 1) to advocate for the Crenshaw Line/LAX Northern Extension route to include West Hollywood and 2) for Metro to include the project in the 2016 ballot measure as a priority project, with an advanced timeline for construction.

To support the outreach and coalition-building efforts, it is anticipated that the consultant or firm may need to identify potential additional services to supplement the primary outreach services. Such services could include additional polling, data collection and/or compilation and analysis to educate key decision makers and stakeholders of the benefits of and support for this north-south rail alignment, for example.

2.3 Minimum Qualifications

The ideal consultant or firm shall possess:

- Extensive knowledge of West Hollywood and professional/personal connections with local community leaders.
- Extensive knowledge and professional/personal connections with leaders in the communities located along the proposed north-south transit corridor from LAX to Hollywood, including communities along the existing Crenshaw Line under construction and the proposed Crenshaw Line Northern Extension.

- Extensive knowledge of transit and Metro policies and politics so as to provide the City of West Hollywood with additional connections and contacts to achieve the ultimate goals of the RFP.
- Familiarity with key decision makers and their staff, and shall be able to facilitate a dialogue between the City's elected officials, WHAM, key stakeholders along the proposed north-south spine and Metro decision makers.
- In-depth familiarity with Metro's Long Range Transportation Plan (LRTP), Short Range Transit Plan (SRTP), and other local and regional transportation planning documents, funding mechanisms, associated politics, and historical decisions.
- In-depth knowledge of the Metro Board structure and demonstrable personal connections with its members. In addition, the selected candidate shall possess fluid interpersonal relationships with key Metro staff.

2.4 Scope of Services

The following are the basic goals and objectives to be met by the retained consultant or firm. Proposers shall submit a ***“Proposed Work Program”*** (Exhibit B) indicating specific timelines and actions to meet the goals and objectives identified below.

1. Outreach efforts shall include identifying existing supporters and supporters groups;
2. Aid in the establishment and coordination of *West Hollywood Advocates for Metro (WHAM)*;
3. Focus on expanding support to include other targeted groups and individuals from throughout the region, focusing on the north-south transit corridor;
4. Develop unique message points that allow for broad appeal in support of rail service to West Hollywood;
5. Coordinate communications from supporters and supporter groups/organizations targeted at Metro Board Members and senior Metro staff;
6. Mobilize physical visibility and turnout at key Metro Committee and Board hearings/meetings;

7. Work closely with City of West Hollywood elected officials and staff to identify current groups and individual supporters of rail service to West Hollywood;
8. Build additional support for rail service to West Hollywood from labor unions, large employers, business organizations, community-based groups, homeowners associations and neighborhood groups and associations from West Hollywood and throughout the region, with particular focus on areas represented by Metro Board members;
9. Develop and implement a communications strategy, prepare for community presentations and one-on-one meetings designed to expand the supporter base and outreach to organizations throughout the region;
10. Design and manage a simple website that serves as a hub to both gather support as well as to communicate with supporters through a blast e- mail or other function;
11. Manage and engage a canvassing firm to obtain letters of support for rail service to West Hollywood, seeking signatures at relevant public locations like bus stations, subway stations, Farmers' Markets, etc., and turn out supporters to relevant Metro Board meetings.

2.5 Program Requirements

1. Records:
 - a. Consultant or firm shall maintain records of specific actions and work related to this RFP for the term of the agreement.
 - b. Consultant or firm shall make records available upon the request of the City.
2. Monthly Activity Reports and Invoices:
 - a. Consultant or firm shall submit monthly invoices for payment to the attention of Joanna Hankamer, Special Projects Senior Planner or designee.
 - b. Consultant of firm shall submit invoices along with a Monthly Activity Report that shall include a brief narrative of specific actions taken during the billing period to achieve the goals and

objectives proposed on the work program. This brief narrative will serve as an informational memo to pertinent City officials.

- c. Consultant or firm shall submit the Monthly Activity Report along with an updated "Work Program" form. The Work Program form shall clearly identify steps taken during the reporting period to achieve the goals and objectives proposed on the work program.
- d. Work Program form shall include pertinent "Ongoing Evaluation" information so as to clearly establish progress made on goals and objectives proposed as part of the work program. Once a goal has been reached, consultant shall identify that goal as achieved and shall provide information related to "Outcome Evaluation".

3. INSTRUCTIONS

3.1 *RFP Schedule*

- | | |
|--|------------------------|
| a. Release of RFP document | 10/16/2015 |
| b. Bidders Conference (optional) | 10/20/2015 10 A.M. PST |
| West Hollywood Library
625 N. San Vicente Boulevard
West Hollywood, CA 90069
Community Meeting Room | |
| c. Last day for all inquiries | 10/27/2015 |
| d. City responses to all inquiries | 10/29/2015 |
| e. Deadline to Submit Proposals | 11/4/2015 4 P.M. PST |
| f. Interviews with final candidates | 11/17/2015 |
| g. Notification of award | 11/23/2015 |
| h. City Council Approval of Contract | 12/21/2015 |
| i. Contract Start Date | 1/1/2016 |

3.2 *Proposal Submission*

- a. Proposals must be signed in ink by the president, chief executive officer, or individual authorized to act on behalf of the consultant or firm with current Power of Attorney, if applicable. The name, mailing address and other pertinent contact information of the individual submitting the proposal must be provided.
- b. Proposals shall address all requirements and expectations specified in this document.
- c. Five bound copies and one unbound copy of each proposal shall be submitted to the Office of the City Clerk no later than **Wednesday, November 4, 2015 at 4 P.M. PST.**
- d. Late proposals received after the deadline shall be returned unopened.

e. Proposals shall be addressed and delivered as follows:

Office the City Clerk
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069

Attn: Outreach Services for Metro & Rail Transit Affairs RFP

3.3 General Terms and Conditions

Cancellation

The City of West Hollywood reserves the right to modify, amend, revise or cancel this RFP at any time and/or to solicit and re-advertise for other proposals. Receipt and evaluation of Proposals does not obligate the City to award a contract.

Acceptance or Rejection of Proposals

The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City or the proposal contains major irregularities. Minor irregularities of the proposal may be waived by the City. Any Proposals received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, the modified Proposal must be received by the time and date specified. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City.

Universal Access and Non-Discrimination in Employment

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, the selected Consultant, firm or team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the Consultant, firm or team further agrees to insert the foregoing provision in all subcontracts hereunder.

Verification of Information

Proposers are hereby notified that the City will rely on accuracy and completeness of all information provided in making its selection. Proposers are urged to carefully review all information provided to ensure, clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate

in its sole discretion, the City reserves the right to make any inquiries or other follow-up required to verify the information provided.

Communications Regarding the Request for Proposals

If a Proposer is in doubt as to the true meaning or intent of any part of the RFP or discovers discrepancies in, or omissions from the RFP, she/he may submit a written request via email for an interpretation or a correction thereof to the Project Manager.

Non-Commitment of City

This Request for Proposals does not commit the City to award a Contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in entirety the RFP if it is in the best interest of the City to do so.

Confidentiality

Prior to award of the Contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. Once City staff has negotiated a contract for presentation to the City Council, all proposals shall become a matter of public record subject to disclosure, with the exception of those elements of each proposal that are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act. Each element of a proposal that the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

Ownership of Reports and Data

The originals of all studies, reports, exhibits, documents data and/or other work / material(s) prepared and/or used to comply with any section/condition of this RFP, plus any copies of same required by the Contract to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and as such shall become and remain the property of the City.

Independent Contractor

Consultant is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its officers, employees, Consultants, servants or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as herein set forth.

Liability for Direct Payment

City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by the Consultant performing services hereunder for the City.

Contract Assignment

The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without previous written consent of the City.

Non-Exclusive Contract

The City reserves the right to contract with other firms during the contract term.

Public Domain

All products used or developed in the execution of any contract resulting from this request for proposal will remain in the public domain at the completion of the contract.

Property of the City

At the earlier time of 1) termination of the contract agreement or 2) conclusion of all stages of work; all original documents, designs, drawings, reports, calculations, diskettes, computer files, notes, and other related materials whether prepared by Consultant or their consultant(s) or obtained in the course of providing services to be performed pursuant to the contract agreement shall become the sole property of the City and shall be delivered to the City upon demand.

Non-Discrimination

On the performance of the terms of the contract, the Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

Termination

The City reserves the right to terminate the contract once executed upon thirty (30) calendar days from written notice to the Consultant. Consultant may terminate with thirty (30) calendar days written notice for breach only.

Conflicts of Interest

Consultant agrees to promptly notify City whenever a client or consultant has an interest in any portion of the project referred to Consultant for professional services. In particular, Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction project. Such project may be withdrawn by the City with no compensation due, if the Consultant has a conflicting interest.

Indemnity Disclosure

The Consultant shall indemnify and hold City harmless from all claims, damages or liability, including all reasonable attorney's fees and other costs incurred in defending any claims arising out of or in connection with the Consultant's alleged negligence in the performance of its services.

Inspections

The City reserves the right to inspect the work being done by the Consultant or any consultants of the Consultant at any time.

No waiver

No waiver or any provision of the contract agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

Breach of Contract

In the event of any action, suit or proceeding is brought for the enforcement of or the declaration of any right or obligation pursuant to the contract or as a result of any alleged breach of any provision of the contract, the prevailing party shall be entitled to recover its costs and expenses including reasonable attorney's fees, from the losing party and any judgment or decree rendered in such a proceeding shall include an award thereof.

Arbitration

Cases involving a dispute between the City and Consultant may be decided by an arbitrator only if both sides agree in writing to arbitration and to the selection of the arbitrator with each party to bear its own costs.

Action Filed in Court

The contract shall be made, entered into, executed in Los Angeles County, California and any action filed in any court or for arbitration for the interpretation, enforcement or other action regarding the terms, conditions or covenants referred to herein shall be filed in the applicable court in Los Angeles County, California and shall be decided based upon the laws of the State of California.

Standard Basic Contract

The selected consultant or firm will be required to comply with the City's standard contract requirements set forth in **APPENDIX D – SAMPLE BASIC CONTRACT** and the following section:

1. **LIVING WAGE ORDINANCE:** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient

evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

2. **EQUAL BENEFITS ORDINANCE, No. 03-662:** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
3. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

3.4 Inquiries

Inquiries related to this RFP can be made by attending an optional **prospective bidder's conference on Tuesday, October 20, 2015 at 10:00am** at the West Hollywood Library, Community Meeting Room. The West Hollywood Library is a tall white building located at 625 N. San Vicente Boulevard between Santa Monica Blvd. and Melrose Ave. There are two street entrances to the library parking structures, from the East on San Vicente Blvd and from the West on Robertson Blvd. Both entrances lead to two parking structures. The one-story Library parking structure is open for library patrons only. Visitors attending special events at the Library should use the five-story Public/Park parking structure. If you enter using the San Vicente entrance, you should continue through the autocourt to the far end of the building on the left to find the parking lot entrance. For temporary unloading you may use the 5-minute loading zone in the autocourt.

Directions to West Hollywood Library Community Meeting Room

The Community Meeting Room is located on the main floor of the West Hollywood Library adjacent to the Library entrance on the north facing side of the building at Park level (to the right of the main Library entrance). To get to the Community Meeting Room from the parking structure, visitors may use the sky bridge located on the third floor of the parking structure which accesses West Hollywood Park and the main entrance to the Library. From San Vicente Blvd, you may use the staircase or elevator to the main entrance.

Any additional inquiries related to this RFP shall be addressed, in writing via email to **Joanna Hankamer, Special Projects Senior Planner at jhankamer@weho.org**. The last day for inquiries to be submitted to the City is **Tuesday, October 27, 2015 at 4 P.M. PST. Responses will be provided by Thursday, October 29, 2015 before 5 P.M. PST. Responses shall be**

provided via email and shall be available on the City Clerk's page of under "Public Notices / RFP/RFQ/BID Notices" <http://www.weho.org/rfp>

3.5 Evaluation Criteria and Selection Process

All proposals must contain all information requested in this RFP and be submitted by **Wednesday, November 4, 2015 at 4 P.M. PST** to be considered.

The consultant of firm that most clearly meets the RFP requirements may be invited to an interview panel to be arranged by the City. Interviews will be held at City Hall with selected candidates after initial review of proposals. The interview panel will include key staff members of West Hollywood City Hall. No single criterion, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City staff and will include both objective and subjective analysis. Specific evaluation criteria will include the following:

- Qualifications and experience of consultant or firm with comprehensive outreach and coalition-building services in the Los Angeles County/Metropolitan area as it relates to transit, mobility and Metro services;
- Completeness, presentation and clarity of proposal;
- Ability of consultant or firm to dedicate resources needed to deliver the scope of services and proposed work program;
- Competitiveness of cost/overall service proposal.

3.6 Data to Be Submitted with Proposal

The Proposer must respond in writing to all the items listed below point by point:

- a. Proposers shall complete **APPENDIX A – "EXECUTIVE SUMMARY"**. This section shall include the consultant's or firm's experience and years in the industry, qualifications of personnel assigned to the servicing of this contract, and any other information that the proposer may consider relevant.
- b. Proposers shall complete **APPENDIX B – "PROPOSED WORK PROGRAM"**. This section shall include detailed information aimed at clearly addressing Section **2.1 "Scope of Services"**
- c. Proposers shall complete **APPENDIX C – "FEES"**. This section shall clearly identify all fees related to the performance of advocacy and lobbying services by the consultant or firm. If any portion of the

work is to be done on a time basis, the proposal submitted should specify hourly fees to be charged and a fee cap. **Please be sure to include the name, address and phone number of primary contact person responding to RFP.**

The three appendixes listed above are available on a word.doc format at <http://www.weho.org/rfp>

3.7 Revisions to the RFP

Any revisions to the RFP document made by the City will be made available on the on the City's web site at <http://www.weho.org/rfp>. Thus, prospective proposers shall ensure to check the City's web page periodically so as to avail themselves to any notifications of changes. The City will attempt to notify prospective responders directly but cannot guarantee such notification(s).

3.8 References

Proposers shall submit at least 3 (three) professional references and complete contact information for those references.

4. BACKGROUND AND SUPPORTING DOCUMENTATION

4.1 City Council Staff Reports, For Reference

October 6, 2014 City Council Staff Report: [Development Feasibility Considerations for the Metro Division 7 and Los Angeles County Sheriff's Station Site](#)

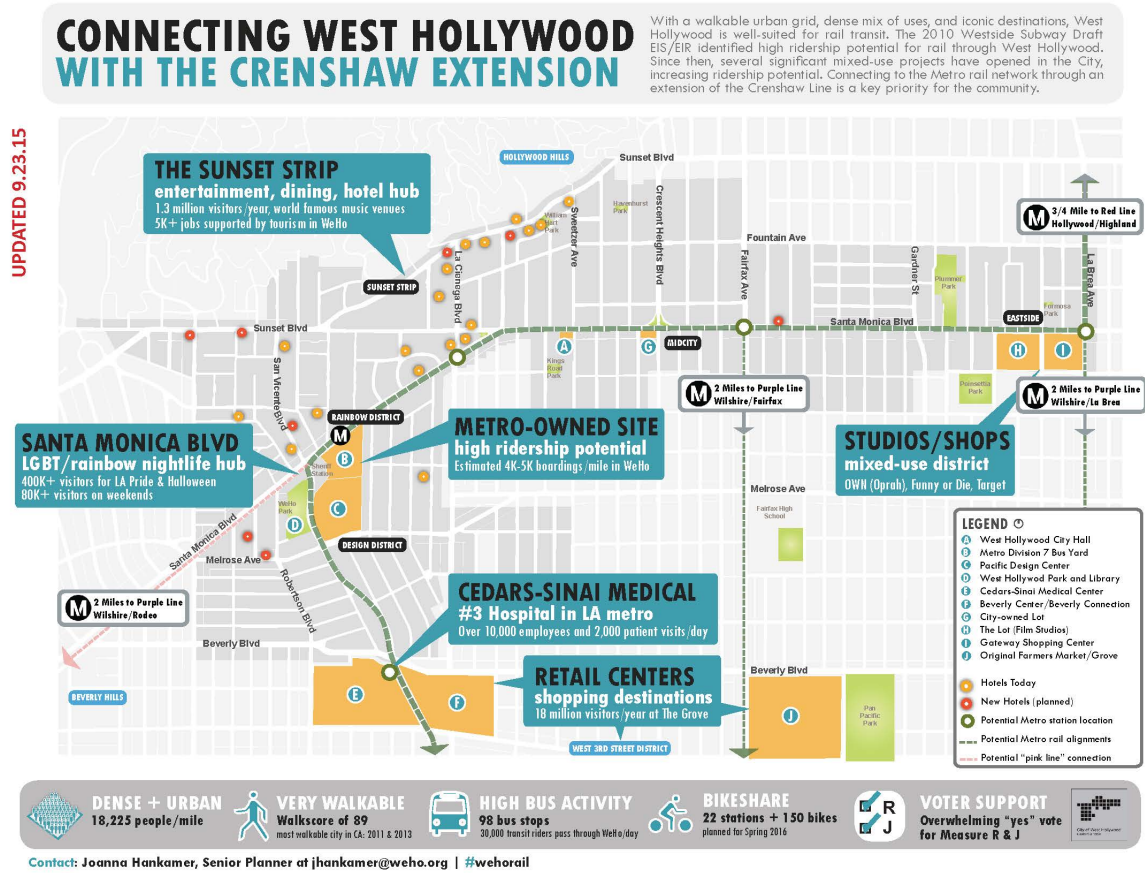
February 17, 2015 City Council Staff Report: [Update on the Metro Division 7 and Los Angeles County Sheriff's Station Site and Recent Rail Transit Planning Efforts](#)

June 15, 2015 City Council Staff Report: [Resolution in Support of SB 767 \(DeLeon\) Authorization for the Los Angeles County Metropolitan Authority \(Metro\) to Impose an Additional Transportation Transactions and Use Tax](#)

July 20, 2015 City Council Staff Report: [Community Advocacy Committee to Promote Light Rail and/or Subway Service to West Hollywood](#)

September 21, 2015 City Council Staff Report: [Transportation Outreach Consultant RFP and Amendment to the Agreement for Services with Emerson & Associates](#)

4.2 Crenshaw Extension to West Hollywood, Outreach Flyer



4.2 Crenshaw Extension to West Hollywood, Outreach Flyer (continued)

THE NORTH | SOUTH TRANSIT SPINE OF L.A.

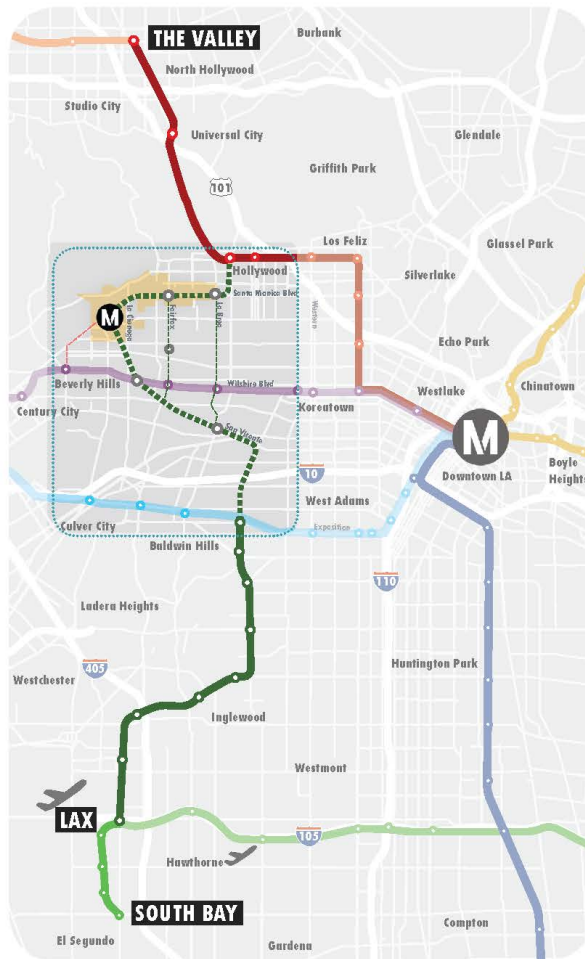
Few direct north/south transit connections exist in Los Angeles as the east/west travel corridors dominate the landscape. As the Metro rail system expands to better serve the region, it is critical to build a strong north/south spine between the San Fernando Valley and the South Bay, providing access to major job centers, housing, cultural institutions, entertainment hubs, transit centers, and airports.

UPDATED 9.23.15

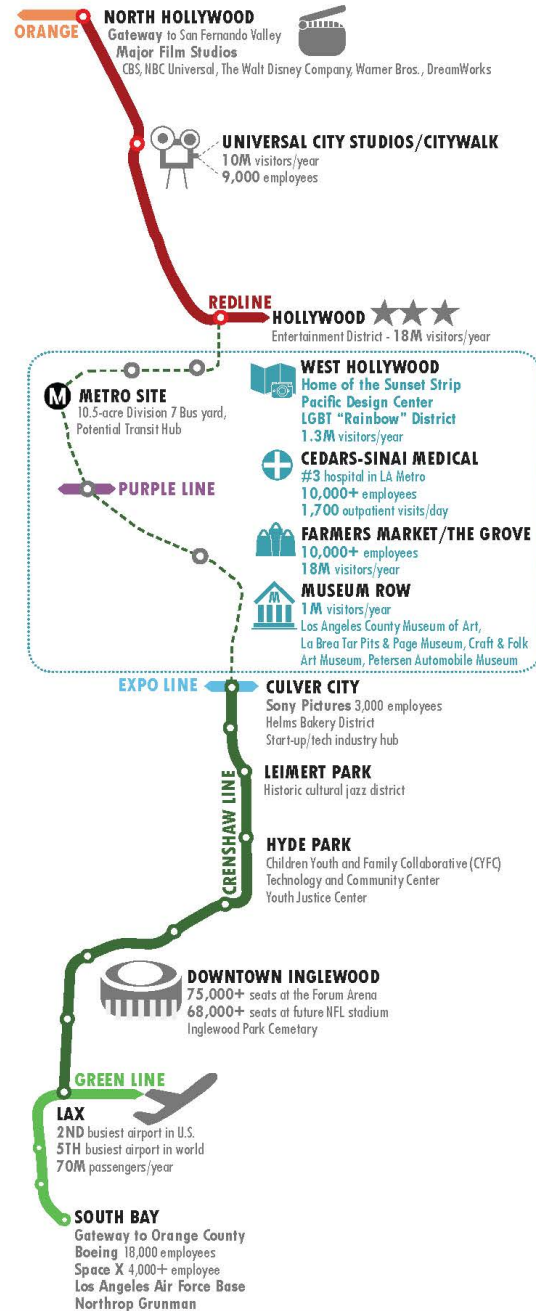
BUILDING THE MISSING NORTH/SOUTH LINK

The build-out of the Crenshaw Light Rail Line provides a unique opportunity to bridge the gap between the San Fernando Valley (served by the Red Line) and the South Bay (served by the Green Line) – establishing a powerful north/south transit spine. Several major job centers, institutions, and entertainment hubs are located between Hollywood and the terminus of the Crenshaw Line. Extending the Crenshaw Line north will create access for millions of people to these destinations, as well as to LAX, the 5th busiest airport in the world, and Inglewood's proposed NFL stadium.

Building a central north/south LA transit line is critical to developing an efficient and well connected rail network for the region. The map below illustrates potential alignments through West Hollywood, connecting the Crenshaw Line to the Red Line.



CONNECTING THE CULTURAL SPINE



Contact: Joanna Hankamer, Senior Planner at jhankamer@weho.org | [#wehorail](https://twitter.com/wehorail)

APPENDIX A
“EXECUTIVE SUMMARY”

Please describe company background, years of experience, and qualifications of consultant or firm’s personnel to be assigned as part of the servicing of this contract.

**APPENDIX B
“PROPOSED WORK PROGRAM”**

In this section, respondents to the RFP shall address all points detailed in section **2.1 “Scope of Services”**

Goal # 1	By When	Responsible Party(ies)	Ongoing & Outcome Evaluation*
Specific Objectives / Actions 1.1. 1.2. 1.3.	1.1. 1.2. 1.3.	1.1. 1.2. 1.3.	1.1. 1.2. 1.3.
Goal # 2	By When	Responsible Party(ies)	Ongoing & Outcome Evaluation
Specific Objectives / Actions 2.1. 2.2. 2.3.	2.1. 2.2. 2.3.	2.1. 2.2. 2.3.	2.1. 2.2. 2.3.
Goal # 3	By When	Responsible Party(ies)	Ongoing & Outcome Evaluation
Specific Objectives / Actions 3.1. 3.2. 3.3.	3.1. 3.2. 3.3.	3.1. 3.2. 3.3.	3.1. 3.2. 3.3.
Goal # 4			
Goal # 5			
Goal # 6			

**The Ongoing & Outcome Evaluation section will be filled out by the selected consultant or firm and submitted to the City as part of the monthly activity report.*

APPENDIX C
"FEES"

Please provide detailed information pertaining to fees related to all services provided by your consultant or firm.

**APPENDIX D
SAMPLE BASIC CONTRACT**

**AGREEMENT OF SERVICES
CONSULTANT**

This Agreement is made on this _____ day of _____, 20____, 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 "CONSULTANT").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONSULTANT 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 CONSULTANT, mutually agree as follows:
1. **SERVICES.** The CONSULTANT 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 _____, 20____ unless extended in writing in advance by both parties.
 3. **TIME OF PERFORMANCE.** The services of the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT 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, _____ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONSULTANT shall be coordinated with this person.
- 5.2. **Manager-in-Charge.** For the CONSULTANT, _____ 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 CONSULTANT. 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 CONSULTANT upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONSULTANT as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONSULTANT 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 CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the CONSULTANT's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be responsible for any additional

costs incurred by the CITY in securing the services from another CONSULTANT.

7. **INDEMNIFICATION.** Consultant 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 CONSULTANT'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 CONSULTANT'S legal counsel unacceptable, then CONSULTANT 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 CONSULTANT 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 CONSULTANT, at the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT for City.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT 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 CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT 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. CONSULTANT 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 CONSULTANT, 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. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT 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. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT 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 CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONSULTANT, then the CONSULTANT 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 CONSULTANT shall fully comply with the workers' compensation law regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONSULTANT 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 CONSULTANT to practice its profession. The CONSULTANT represents and warrants to the CITY that the CONSULTANT 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 CONSULTANT to practice its profession. The CONSULTANT shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. **LIVING WAGE ORDINANCE.** The CONSULTANT shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONSULTANT shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of CONSULTANT's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONSULTANT hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONSULTANT 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 CONSULTANT for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT'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 CONSULTANT, but any re-use of such documents by the CITY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the CITY. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.

18. **INDEPENDENT CONSULTANT.** The CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees or agents, except as herein set forth. The CONSULTANT 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 CONSULTANT 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.
19. **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: _____

CONSULTANT:

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **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.

22. **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.
23. **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.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONSULTANT 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 _____
day of _____, 20____. CONSULTANT: Company Name

Name of Authorized Signer, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk