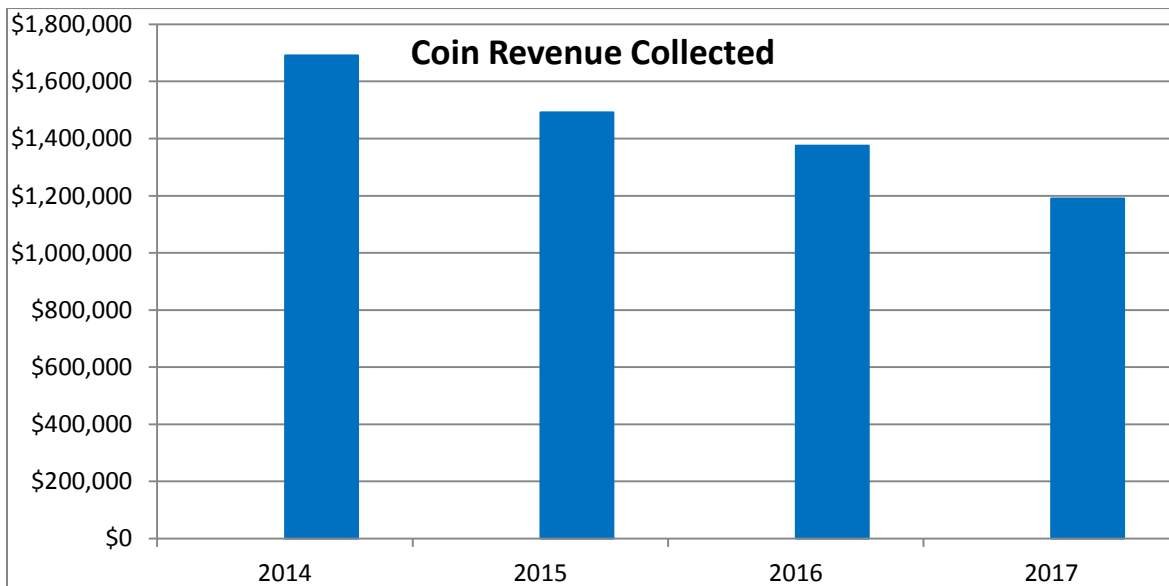




**REQUEST FOR PROPOSALS  
FOR  
PARKING METER MAINTENANCE AND COLLECTION SERVICES  
JANUARY 2018**

Proposal Requested:

The City of West Hollywood Parking Division is seeking proposals from qualified vendors to provide maintenance, coin collection, counting and support services for its parking meters. The City has approximately 2,000 single-space IPS Group parking meters located on the City streets and in two off-street parking lots. The table below shows the coin revenue collected from those meters for the past four fiscal years.



Background:

The City of West Hollywood is located in the western Los Angeles metropolitan area, between Beverly Hills and Hollywood, north of the Interstate-10 Freeway, east of the 405 Freeway and west of the 101 Freeway. Encompassing 1.9 square miles, West Hollywood was previously an unincorporated area of Los Angeles County. It was officially incorporated in 1984 and is run by a City Manager/City Council form of government. Council members are elected at large to four year terms on a staggered basis.

According to the 2010 Census the City of West Hollywood has a population of 34,399, or 18,105 people per square mile, making it the most densely populated city west of the Mississippi.

West Hollywood is home to the world famous Sunset Strip and hosts the annual Halloween Carnival in October, the Christopher Street West Gay, Lesbian and Transgender Pride Parade and Festival in June, and dozens of other attractions. A wide variety of restaurants and entertainment venues cater to local residents, visitors and tourists.

Notice to All Potential Proposers:

Parking meter maintenance and collection company owners, operators, subcontractors, consultants, expeditors, or any such individual(s) serving in the capacity of spokesperson for the party submitting a bid shall not meet with or engage in oral or written communication with any City employee, City Council member, or City appointed official concerning the Parking Meter Maintenance and Collection Services RFP. All questions concerning this RFP shall be submitted through PlanetBids at:

<http://www.weho.org/city-hall/city-departments/public-works/bids>

by noon, January 22, 2018. Any company or agency, regardless of their status in the RFP process, shall respect the direction written above or may be disqualified, at the City's sole discretion, from the selection process.

To Obtain a Proposal Package:

Packages may be downloaded at:

<http://www.weho.org/city-hall/city-departments/public-works/bids>

Proposal Deadline:

The proposal, and other related documents, along with financial documents must be electronically completed and submitted on or before **3:00 P.M. Thursday, February 15, 2018 to:**

<http://www.weho.org/city-hall/city-departments/public-works/bids>

Proposals must be submitted electronically through PlanetBids.

Proposals will not be opened in a public bid opening process since the proposal is not awarded on a low bid basis.

Proposals submitted later than 3:00 P.M. Thursday February 15, 2018 will not be accepted.

Scope of Services:

See Exhibit A – Scope of Services

Proposal Requirements:

**Experience Requirements:**

The selected vendor must have the ability to satisfactorily perform the required work as evident by experience in performing work of a similar nature for four (4) or more years for a government agency that collects from and maintains over 1,000 parking meters.

**Cost For Services:**

Respondents shall be required to identify any and all potential costs that are anticipated such as labor, benefits, uniforms, taxes, transportation, equipment and supplies, insurance, armored transport service, etc. Any costs not specifically referenced in the bid proposal and/or agreement shall be at the expense of the vendor. The City's evaluation will include the costs associated with the proposed services; however, the City reserves the right to consider a vendor's financial ability to carry out the proposed services and meet other obligations.

**Proposal Submittal Requirements:**

1. Provide the name, address and telephone number of the company submitting the proposal. Include in this information the number of years in business.
2. Provide a minimum of two (2) references from clients for whom similar projects have been completed. Include the following information for each project:
  - Project name and description
  - Name of contracting company or agency
  - Contact person's name, position, and current telephone number
  - Dates, cost and scope of service
  - Status and comments
3. Provide the name, location and dates of any contracts or agreements, that have been terminated prior to the expiration date within the past five years.
4. Furnish a statement of income, balance sheet and statement of changes in financial position, including notes thereto, all prepared by an independent Certified Public Accountant. The financial statements should be as of or the

period ending on the last day of your most recent completed fiscal year or the preceding fiscal year. All financial information should be provided in a separate sealed envelope.

5. Provide a company or agency organizational chart.
6. Provide resumes of key personnel, including the individual or individuals who will be involved in the daily operations as well as contract management.
7. Provide implementation plan and operations plan.
8. Provide Cost Proposal - State the dollar amount and detailed breakdown of fees for the initial term of the contract:
  - a. State the initial transition cost for changing meter locks, keys, etc.
  - b. State the annual cost for acquiring and maintaining spare parts.
  - c. State the annual cost for powder coating 400 meter housings.
  - d. State the annual cost for operating expenses – labor, insurance, materials, etc.

**COST PROPOSAL**

	Year 1	Year 2	Year 3	Year 4	Year 5
a. Transition Cost					
b. Spare Parts – Meters and Housings					
c. Powder Coating Meter Housings					
d. Operating Costs – labor, insurance, materials, etc.					
Total Cost					

9. Provide proof of your State Unemployment Tax Rate for the calendar year 2017.

Timeline for Proposal Process:

- |                                     |                   |
|-------------------------------------|-------------------|
| 1. Distribution of bid document     | January 17, 2018  |
| 2. Deadline to Submit RFP Questions | January 22, 2018  |
| 3. Proposal Due Date                | February 15, 2018 |
| 4. Proposal Evaluation              | February 19-26    |
| 5. Interviews/Presentations         | February 28, 2018 |
| 6. Vendor Selection (on or before)  | March 5, 2018     |
| 7. City Council Approval            | April 2, 2018     |
| 8. Contract Start Date              | July 1, 2018      |

Disadvantaged Business (DBE) Participation:

DBE participation is not required for the parking meter maintenance and collection services vendor.

Living Wage Requirement:

The chosen vendor shall abide by the provisions of the West Hollywood Living Wage Ordinance. West Hollywood Municipal Code: Chapter 3.20 Living Wage Requirements for Service Contracts.

Term of Agreement:

The term of the Agreement awarded as part of this RFP process will be a five-year agreement commencing on July 1, 2018 and ending on June 30, 2023. The City may negotiate two (2) additional two-year terms with the selected vendor at the conclusion of the original term if satisfied with the performance of the vendor.

Insurance Requirements and Indemnification Clauses:

Proposers should review requirements and language in the attached Sample Agreement for Services shown in Exhibit C. Any proposed changes to the boiler plate contract language shall be listed in this section. Proposed changes will not have any influence on the evaluation of the proposal, but will speed up the process of the selected consultant to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney's Office and Risk Management Officer prior to signing the contract documents.

**Sample Responses:**

"No changes to the standard contract are required or requested

"Our Legal Department has reviewed the agreement and requested the following modification: Section X, line X change/add/remove...."

Evaluation of Proposals:

Evaluation of proposals will be conducted by staff from the Department of Public Works. Firms selected as finalists will be invited to an interview before a selection committee.

Firms submitting proposals for parking meter maintenance and collection services will be evaluated based on the following criteria:

- Experience & Qualifications (20%)
- Key Personnel & Staffing (20%)

- Cost Proposal (25%)
- Implementation Plan & Operations Plan (25%)
- References & Financial Stability (10%)

**Oral Interview:**

Firms which are selected for final interviews will be invited to meet with a selection panel. Proposers will be allowed forty (30) minutes for presentations followed by questions from the selection committee. At the oral interview, proposers will be expected to present the supervisory and management personnel for this project.

It is the City's intent to award an Agreement for Service to the most qualified and responsible proposer. The City is not required to select the proposal with the lowest price.

The City reserves the right to reject any and all proposals and/or cause re-submittal of any proposals or take such other course of action deemed appropriate at the City's sole and absolute discretion. The City reserves the right to waive irregularities. The City is not responsible for any costs related to the preparation of the proposal submitted by vendors or costs incurred by proposers for the interviews.

Although not intended to be an exhaustive list of causes for disqualification, the City reserves the right to disqualify proposals based on, but not limited to the following:

1. Evidence of collusion among proposers.
2. Incomplete submittal of proposal or other requested information.
3. Lack of business skills or financial resources necessary to support the management agreement successfully, as revealed by either financial statements or experience.
4. Lack of responsibility as shown by past work, references, or other factors.
5. Default or termination of other contracts or agreements.
6. Omissions, inaccuracy, or failure to include the questionnaire with the proposal.

The City's determination as to whether the proposer is qualified and responsible will be based on the information furnished by the proposer in the aforementioned proposal and interview or other requested documents as well as from other sources determined to be valid by the City. The Agreement for Service will not be awarded until the City reviews, and is satisfied with, the experience and financial responsibility of the proposer. Each proposer agrees to allow the City to review the validity of their information upon submitting their proposal. The City reserves the right to interview each proposer's key personnel as part of the proposal review process.

Please notify your bank and business references, in writing, that the City of West Hollywood may be contacting them concerning the financial and credit information furnished with your proposal.

Execution of the Agreement for Services:

Subsequent to the City selection of a contractor, City and proposer will finalize the terms and conditions of the Agreement for Services. The format of the agreement is contained in the proposal package as Exhibit B. If proposers have any comments or questions about any portion of the language of the agreement, the proposer should note those comments in the proposal documents submitted to the City.

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Parking Meter Map
- Exhibit C: Sample Agreement for Services

## Exhibit A –Scope of Services

### A. Meter Maintenance Services

CONTRACTOR shall provide or obtain all necessary tools, accessories and equipment to repair, install, or remove parking meters, including personnel uniforms and personal protective equipment. All start-up costs for major equipment should be amortized over the life of the AGREEMENT.

Meter maintenance service shall include, but not be limited to the following tasks:

1. Respond to and resolve all trouble calls as reported by City staff – Monday through Friday – within 24 hours or next business day.
2. Repair all meters listed on weekly meter repair report provided by the CITY.
3. Run IPS Faulty Meters Report and IPS Non-communicating Meters Report on a weekly basis and resolve all items listed.
4. Install meters.
5. Remove meters.
6. Change meter batteries, coin validators, card readers, lens covers, or any other meter parts as necessary.
7. Re-charge meter batteries.
8. Replace meter mechanisms.
9. Ship meters to manufacturer for repairs and receive and store repaired units.
10. Replace or repair meter housings, yokes, vault doors, locks, or other related hardware as necessary.
11. Paint meter dome covers for short-term or restricted uses as necessary.
12. Clean meter mechanisms and housings of dust, debris, soot, grime, graffiti, stickers and install/replace meter decals as necessary including credit card decals, meter number decals and meter holiday decals.  
Cleaning frequency by zone: Zone A – Bi-monthly (approximately 1,111 meters)  
Zone B – Three times per year (approximately 870 meters)
13. Stock and maintain inventory of spare parts necessary to operate, repair and service meters including collection keys, locks, collection cards, tools, installation hardware. The CONTRACTOR shall maintain a surplus inventory of the following parts which shall be paid for by the CITY:
  - a. IPS Meter mechanisms, minimum 10% or 200
  - b. IPS Meter batteries, minimum 5% or 100
  - c. IPS OEM parts such as coin validators, credit card readers, lexan screen covers, credit card decals – sufficient stock.
  - d. Duncan Meter housings, minimum 5% or 100
14. CONTRACTOR shall have a minimum of 400 meter housings powder-coated per year.
15. CONTRACTOR shall straighten all bent meter posts reported unless removal and replacement is required. Removal and replacement of damaged meter posts will be performed by the CITY.
16. CONTRACTOR shall lubricate all locks twice a year.



17. CONTRACTOR shall provide a monthly report documenting all meters repaired, cleaned, installed, and removed.

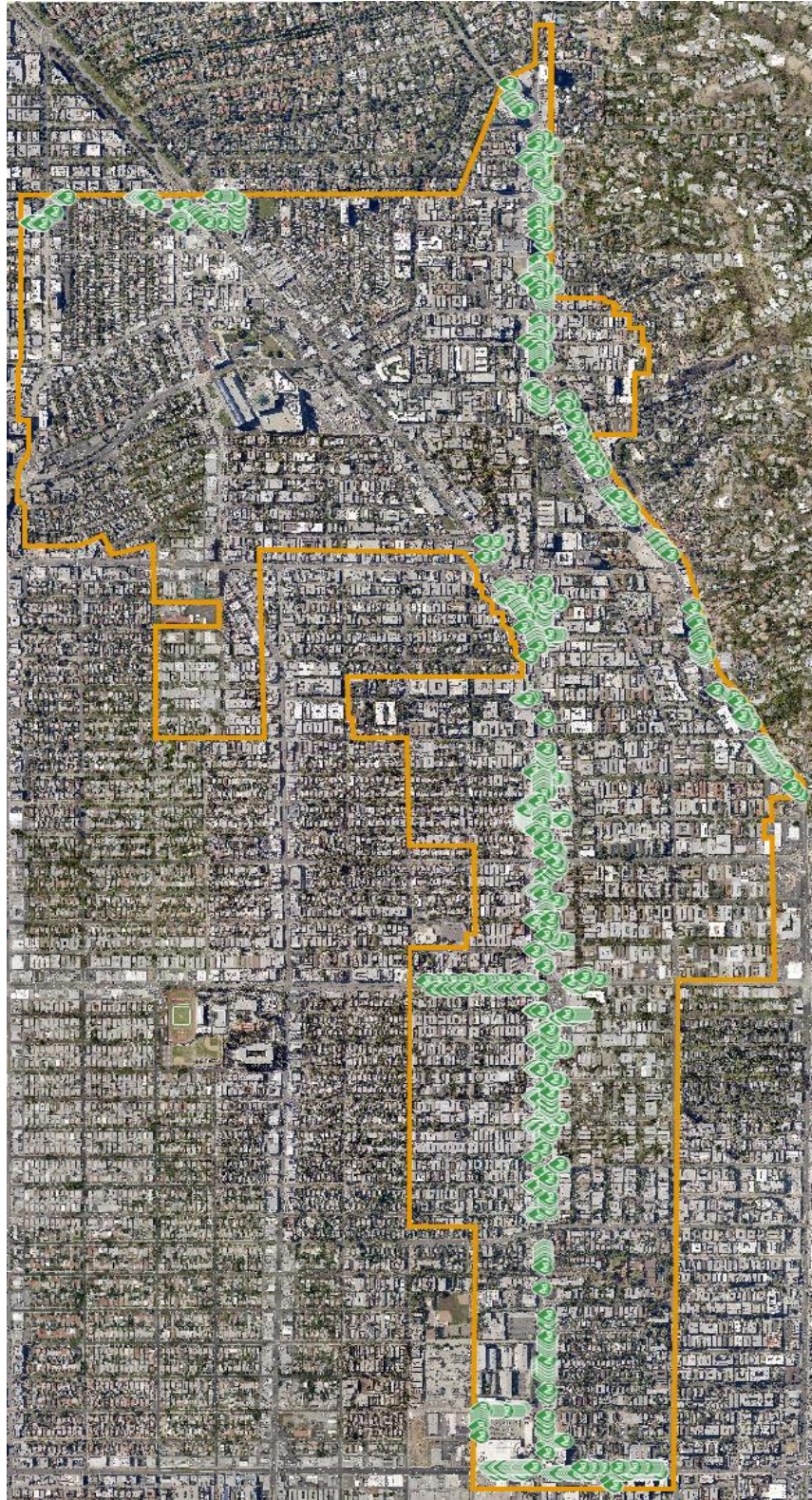
Liquidated Damages - For each meter not repaired by end of next business day - \$24 per day.

B. Meter Collection & Counting Services

1. Upon commencement of AGREEMENT, CONTRACTOR shall change out all vault locks and obtain new vault keys, collection keys and collection cards.
2. CONTRACTOR shall contract for armored transport services for the life of the AGREEMENT.
3. CONTRACTOR shall provide or procure one secure money counting facility with video surveillance camera and security alarm system, located no farther than thirty miles from the City of West Hollywood.
4. CONTRACTOR shall provide or obtain and maintain in good working condition, the following equipment for the life of the AGREEMENT:
  - a. Minimum of one armored van with vehicle tracking, security alarm and on-board video surveillance camera.
  - b. Collection Carts.
  - c. Coin sorter/counter.
  - d. All office/accounting equipment necessary to count, report, and deposit meter coins collected.
  - e. All personnel uniforms and personal protective necessary.
5. CONTRACTOR shall perform the following meter collection services:
  - a. Collect parking meter revenue from approximately 2,000 parking meters at various locations in the City of West Hollywood, on routes and schedules to be established jointly.
  - b. Verify, count and sort the coins collected from said meters. Random supervision by a CITY employee may occur. All coins will be counted by denomination.
  - c. CONTRACTOR shall bag all counted coin in Federal size bags and securely seal.
  - d. CONTRACTOR shall submit to CITY a daily detailed collection report based on specific meters collected within designated collection zones as well as copies of all bank deposit slips.
  - e. CONTRACTOR shall transport all bagged coins via licensed armored transport to a bank designated by CITY according to a schedule established by mutual agreement.
  - f. CONTRACTOR may periodically be required to participate in financial audits as determined by the CITY.

Liquidated Damages – for each day scheduled collections are not completed - \$200 per day.

**Exhibit B – Parking Meter Map**



### Exhibit C –Agreement for Services

This Agreement is made on this [REDACTED]th day of [REDACTED], 2018, 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 XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the “CONTRACTOR”).

#### RECITALS

- 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 Agreement shall commence upon execution by both parties and shall expire on June 30, 2023 unless extended in writing by both parties. The term of this Agreement may be extended by CITY, at the CITY’S sole discretion, for up to two additional periods of two (2) years each upon thirty (30) days prior written notice thereof from CITY to CONTRACTOR.
  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 \$[REDACTED] 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 forty-five (45) 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, [REDACTED], 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, [REDACTED], 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

- 8.1.4. **Crime Coverage.** A crime coverage policy in an amount not less than \$100,000 (ten thousand dollars) insuring against loss of money, securities or other property referred to hereunder which may result from (a) dishonesty of fraudulent acts of officers, directors or employees (commercial blanket form) of the CONTRACTOR; or (b) disappearance, destruction or wrongful abstraction inside or outside the premises of CONTRACTOR; or (c) sustained through forgery or alteration of checks, drafts or any other order or direction to pay a certain sum in money. This policy shall be primary to any other similar insurance, shall include an endorsement naming City as “Loss payee”, and shall contain a provision stating that the insurance carrier will provide thirty (30) day advance notice of cancellation of such insurance.
- 8.1.5. **Cyber Security Insurance Coverage.** CONTRACTOR shall maintain Cyber Security insurance in an amount of not less than one million dollars (\$1,000,000) per cyber security, data breach, network damage and business interruption occurrence.
- 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. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, 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. **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.
14. **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.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **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.
17. **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.

18. **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.
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 Blvd.  
West Hollywood, CA 90069-6216

Attention: \_\_\_\_\_

CONTRACTOR:  
Organization Name  
Street Address, City State ZIP

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 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

\_\_\_\_\_  
Name, Title

CITY OF WEST HOLLYWOOD:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Paul Arevalo, City Manager

ATTEST:

\_\_\_\_\_  
Yvonne Quarker, City Clerk

CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES  
Exhibit C

**Scope of Services:**

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

**Time of Performance:**

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

**Special Payment Terms:**

NONE

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES  
Exhibit C**

Certificate of Exemption from  
Workers' Compensation Insurance

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

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 \_\_\_\_\_