

REQUEST FOR PROPOSALS



SUBJECT: Fiscal Consultant Services

ISSUE DATE: August 1, 2018

DUE DATE: August 22, 2018 6:00 PM (PST)

SUBMIT TO: [City of West Hollywood](#)
[Attn: Yvonne Quarker, City Clerk](#)
[8300 Santa Monica Blvd](#)
[West Hollywood, CA 90069](#)

TABLE OF CONTENTS

1. Introductory Material

- 1.1 Statement of Purpose
- 1.2 General Information about the City
- 1.3 City of West Hollywood Mission Statement and Core Values
- 1.4 Scope of Services

2. Proposal Instructions

- 2.1 Access to RFP
- 2.2 RFP Coordination and Communication
- 2.3 Schedule of Events
- 2.4 RFP Amendments
- 2.5 Procedure for Submitting Proposals
- 2.6 Format and Contents
- 2.7 Proposal Evaluation Factors
- 2.8 Firms Interviews and Presentations
- 2.9 Selection Process
- 2.10 General Requirements

3. Appendixes

- Appendix A - Certification of Proposal to the City
- Appendix B - Summary Sheet
- Appendix C - Sample Contract and Insurance Provisions

1. Introductory Material

1.1 Statement of Purpose

The City of West Hollywood is seeking proposals from licensed individuals and/or firms interested in providing fiscal consultant services to the Department of Human Services, Division of Social Services in the review of project cost reports or other reports submitted to City of West Hollywood by contracted non-profit, 501 (c) (3) social service agencies.

The contract term will be for (1) one year. Upon satisfactory completion of the scope of services for grant year Oct 2018-Sept 2019, the City reserves the right to extend the contract for three additional twelve month periods under the same terms to run co-terminus with the social service three-year grant cycle of 2019-2022.

1.2 General Information about the City

The City of West Hollywood is located in Los Angeles County and serves an area of 1.9 square miles and an approximate population of 38,000. The City's fiscal year begins on July 1st and ends on June 30th.

The City of West Hollywood is a General Law City with a Council/Manager form of government. The City is also a contract city, which contracts out many of its public services.

The Social Services Division provides social services, health education, and information to the community to improve the quality of life for residents. Services include necessities of life such as food and shelter; AIDS education; pre-school education for young children; job placement; legal services; mental health services; and homeless services. Services are provided via contracts with local non-profits and in-house programs.

The City of West Hollywood is committed to ensuring vital services for its community members by providing more than \$4.5 million of general fund per fiscal year to serve the most vulnerable and in need with essentials such as food and shelter for the social services contract cycle of 2016-2019. In addition, the City receives Community Development Block Grant (CDBG) pass through funds from the Los Angeles County Community Development Commission's (LACCDC).

1.3 City of West Hollywood Mission Statement and Core Values

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 well-being. We strive for quality in all our actions, setting the highest goals and standards.

For more information on the City's Mission Statement, Core Values, or our Primary Strategic Goals or Ongoing Strategic Programs, the City's Vision 2020 Strategic Plan can be accessed electronically by clicking West Hollywood Strategic Plan on City Services and Information pages of www.weho.org.

1.4 Scope of Services

Funding Requests for the 2016-19 cycle includes 33 grants, each of which requires fiscal/grant monitoring. Each program is reviewed at least one during the three-year contract cycle., resulting in a minimum of 11 reviews per year.

The City of West Hollywood desires fiscal consultant services to be offered by the firm and/or consultant that may include, but are not limited to the following:

- Review of reports submitted to the City by contracted social service agencies, including determining adherence to approved budget for the reporting period in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of 1984 as amended, the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non Profit Organizations and Community Development Block Grant (CDBG) /Los Angeles County Community Development Commission's (LACCDC) grant requirements
- Prepare and deliver written and/or oral reports on the procedures and findings following the review that includes findings, corrections, recommendations for improvements in internal control, accounting procedures and other significant observations as well as non-reportable conditions to the Agency Director.
- Verify that corrections identified in the review are made

Prepare a final written report to the City that will generally include the following elements:

- Introductory paragraph and identification of the agency
- Description and Scope of Engagement such as review of project cost report or other social service agency reporting document(s) for a specific period
- Information obtained from The City of West Hollywood or the agency that may be pertinent to the process
- Specific procedures, findings and recommendations related to the review

- General Recommendations if applicable, such as future changes to the project cost reporting or support submitted by the agency to City of West Hollywood, general accounting considerations, etc.
- Other Comments concerning the internal use of the report by City of West Hollywood, any limitations related to the report including inherent limitations of errors and fraud, explanation that the report does not represent an audit or other attest procedures applied to agency reporting, etc.
- Assist in the review of quarterly project cost reports or other management consulting services related to the reporting of amounts received and expended by the agencies in regard to their contractual agreements with the City of West Hollywood
- Monitor federal Community Development Block Grant (CDBG) pass through funds per the Los Angeles County Community Development Commission's (LACCDC) monitoring checklist on a biannual basis
- Provide a summary report of the procedures performed for both the mid-year and for the end of year periods

2. Proposal Instructions

2.1 Access to RFP

Upon request, the RFP will be delivered from the City either via email as a PDF or by mail as a printed copy. The RFP will also be made available online at www.weho.org/notices.

2.2 RFP Coordination and Communication

The City's principal contact for this proposal will be David Giugni, Social Services Manager, (323) 848-6410, dgiugni@weho.org, 8300 Santa Monica Blvd., West Hollywood, CA 90069.

Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.

2.3 Schedule of Events

- Request for Proposal Issued August 1, 2018
- RFP questions due via email August 22, 2018

- Distribution of answers to questions
- Proposals Due at City Clerk’s Office no later than C.O.B. August 22, 2018
- Interviews with final candidates ____August 29, 2018
- Negotiation with final candidate _____September 5, 2018
- City Council approval of contract award October 1, 2018
- Implementation Start Date October 2, 2018

2.4 RFP Amendments

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. In the event the City amends the RFP, the City will extend the Proposal Due Date commensurately. The City also reserves the right to cancel or reissue the RFP.

2.5 Procedure for Submitting Proposals

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Proposals must include all the sections listed below and must be indexed and numbered in the order outlined below. List your responses and/or any reference to attachments as indexed and numbered below. To assist in the evaluation of the responses, please utilize the section titles listed below. Additional relevant information may be provided by attaching a *Supporting Documentation* section.

A. Time, Place and Format

a. Time and deadlines

- Proposals must be received at the City Clerk’s Office no later than 6:00 pm on the date indicated in the Proposal Schedule. Proposals received after 6:00 pm. on the date indicated in the Proposal Schedule, regardless of the date of their postmark, will be rejected.

b. Proposals must:

1. Not be folded and not be bound with any fabric, plastic, glue, staples, folder or rubber bands
2. Show page numbers for all pages in the proposal
3. Include five (5) paper copies in the prescribed from under Section 2.6 along with one (1) electronic copy on a disc or thumb drive as a PDF file.
4. Be on 8-1/2” X 11”, 20-24 lb. white paper
5. Be submitted in one envelope, which clearly:
 - States “Fiscal Consultant Services RFP”
 - Identifies the Consultant and/or Firm

c. Proposals must address the requirements of the RFP in the exact order set forth in this Section. They should be as concise as possible and must not contain any promotional, advertising or display material.

If hand delivered, address as below and deliver to the City Clerk's office. The envelope must be addressed as follows:

City of West Hollywood
Attn: Yvonne Quarker, City Clerk
8300 Santa Monica Blvd
West Hollywood, CA 90069

2.6 Format and Contents

The content and sequence of the information contained in each copy of the proposal shall be separated by tabs as follows:

A. Summary Sheet

- This section of the proposal must include a fully completed copy of the Summary Sheet (Appendix B) included with this RFP.

B. Table of Contents

- Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

- Limit to one or two pages.
- Briefly state the proposers understanding of the work to be done and make a positive commitment to perform the work.
- State why you believe you are the best qualified to perform the services requested.

D. General Information

- Consultant's and/or firm's name and address and the individual/corporate officer authorized to execute this agreements;
- A brief description of your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of California, if applicable
- The names, experience, qualifications and applicable licenses (for example, Certified Public Accountant (CPA) held by the individuals primarily responsible for servicing the City and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the City.

- A statement to assurance to the effect that the consultant and/or firm is not currently in violation of any regulatory rules and regulations that may have any impact on your firm's operations.
- A brief description of methods that the consultant and/or firm uses while conducting business that encourages recycling of materials and implementation of environmentally friendly practices and procedures.

E. Project Approach

- Describe in detail your proposal to fulfill the requirements of the scope of Services as outlined in section 1.4 above.

F. Pricing of Services:

- In a table, provide a budget of the estimated total hours required to provide the City of West Hollywood with the fiscal consultant services as described in this RFP. Consultant should state whether or not all costs, including travel costs if needed, are included in the hourly rates
- In a table, please list the standard billing rates, by position, for the staff used to create the budget.

G. References and Pending Litigation

- In a table, an explanation and status, if in the last five years, the consultant and/or firm or an officer or principal of the firm has been involved in any litigation, legal proceedings, or investigations by a regulatory authority
- In a table, a listing of any violations of any regulatory rules and regulations that may have any impact on your firm's operations.

H. Similar Public Agencies

- In a table, list 5 public agencies for which the consultant and/or firm has provided similar services in the last five years and when performed, including the name, address and telephone number of contract person.

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I. Certification of Proposals

- Return a copy of the entire completed certification properly executed as provided for in Appendix A.

J. Consultant/Firm Insurance

- The selected Consultant/Firm must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensations and Commercial General Liability in amounts consistent with the services provided and as determined jointly by the City and the firm. Such policies should be issued by companies admitted in the State of California.

K. Changes to the Contract Requirements:

The consultant shall review the contract requirements in Appendix 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 has requested the following changes:
Section 8.2.1 line 4-5 change.....

2.7 Proposal Evaluation Factors

- A. Proposals shall remain valid for 180 days from the Proposal Due Date specified in Section 2.3 until the execution of a contract by the City of West Hollywood.
- B. Proposals shall be examined and evaluated by the City to determine whether each proposal meets the requirements of this RFP. 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. A recommendation will be made to the City Council for a contract award based on the following criteria:
- Quality and completeness of response
 - Relevant experience and qualifications
 - Demonstrated capability of project management and completion
 - Record of past performance - delivering services on scope, quality, schedule, and budget.
 - Firm's reputation and its staff qualifications and experience
 - Plan provided by the Firm for services

- Cost of services

C. A proposal that fails to address any one or more critical specifications of the RFP will not be considered.

2.8 Consultant/Firm Interviews and Presentations

The consultants and/or firms selected as the finalists may be required to make an oral presentation of their proposal to City during the RFP evaluation period. This presentation will provide consultants and/or firms the opportunity to clarify their proposals to ensure thorough and mutual understanding. Finalists may be required to give a one-hour overview to executive management.

All expenses incurred by the consultant and/or firm for participating in the oral presentations, including the executive management overview will be the responsibility of the consultant and/or firm.

2.9 Selection Process

The selection of a proposal will not be based solely on a monetary evaluation. There will also be an evaluation of each proposer's understanding of the work required and approach to this project with considerable weight being given to experience in the areas required and the track record of the proposer.

Additionally, an independent checking of references may be used to assist in selecting the finalist(s). Oral interviews will be conducted by the City. Contract negotiations will take place with the finalist.

Award will be made to the consultant and/or firm offering the most advantageous proposal after consideration of all evaluation criteria set forth in this RFP. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the City after all factors have been evaluated.

A Notification of Intent to Award may be sent to any consultant and/or firm selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing consultants and/or firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring consultant and/or firm or withdraw the RFP.

2.10 General Requirements

A. Inclusion of Proposal

- The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected consultant and/or firm.

B. Right to Reject Any or All Proposals

- The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more consultants and/or firms are deemed equal, the City reserves the right to make the award to one of the two firms.

C. Withdrawal of Proposals

- Consultants and/or firms may withdraw their proposals, without prejudice, prior to the date and time specified for proposal submission, by sending a written request to David Giugni, Social Services Manager. No proposal received after the closing date will be considered.

D. Proposal Validity Period

- Submission of a proposal will signify the consultant and/or firm's agreement that the proposal is valid for 180 days from the Proposal Due Date specified in Section 2.3.

E. Expenses of Proposal Preparation

- Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing consultant and/or firm and with the express understanding that no claims against the City for reimbursement will be accepted.

F. Public Records and Right to Submitted Proposals

All proposals, inquires, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the consultant and/or firm will become the property of the City when received.

The City of West Hollywood is subject to California law regarding the Disclosure of public records. Consultants and/or firms must clearly identify any information they regard as proprietary in the proposal. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests. All other information is subject to disclosure.

G. Contracts and Insurance Requirements

It is recognized that the formal basis of any agreement between the consultant and/or firm and the City will be a contract rather than a proposal. The City maintains various policies related to contractual service providers. Among these are anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, consultants and/or firms must indicate that they are prepared to comply with City ordinances and policies. As part of the contract or during contract negotiations, the City may request that the selected consultant and/or firm sign a statement affirming its compliance with these policies. In addition, insurance will be required as part of the contract. Appendix C includes sample contract and insurance requirements.

APPENDIX A

Certification of Proposal to the City

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated August 1, 2018 and to be bound by the terms and conditions of the RFP.
2. The consultant and/or firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the consultant and/or firm and that the consultant and/or firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposals, dated August 1, 2018.
5. This consultant and/or firm has carefully read and fully understands all of the items contained in the General Requirements. The consultant and/or firm agrees to all of the General Requirements except for those listed on an attachment.
6. The proposal by this proposer is an irrevocable offer and shall be valid for 180 days from August 22, 2018.

Name of Firm: _____

By: _____

(Authorized Signature)

Type Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

APPENDIX B

Summary Sheet

Firm/Consultant Name:

Address: _____

Telephone: _____ Fax: _____

Federal TIN _____ State TIN _____

Number of years in existence (firm) or years of experience (consultant):

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

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

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

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

Location (address) of closest office to the City of West Hollywood, if applicable.

Attach brief biographies/resumes, including experience with local governments and non-profits for all responsible person(s) assigned to the RFP and to the City of West Hollywood.

APPENDIX C

Sample Contract and Insurance Provisions

This Agreement is made on this [REDACTED]th day of [REDACTED], 2016, 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 professional services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20 [REDACTED] unless extended in writing in advance by both parties.
 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$ [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

AGREEMENT FOR PROFESSIONAL SERVICES

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 and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of

AGREEMENT FOR PROFESSIONAL SERVICES

Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. 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 but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

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

AGREEMENT FOR PROFESSIONAL SERVICES

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. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 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."

AGREEMENT FOR PROFESSIONAL SERVICES

- 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

AGREEMENT FOR PROFESSIONAL SERVICES

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

AGREEMENT FOR PROFESSIONAL SERVICES

indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

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

AGREEMENT FOR PROFESSIONAL SERVICES

hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

- 15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
- 16. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
- 17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

- 18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
- 19. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral

AGREEMENT FOR PROFESSIONAL SERVICES

or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

- 20. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
- 21. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 22. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ 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 A

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:

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

NONE

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

Certificate of Exemption from
Workers' Compensation Insurance

TO: City of West Hollywood

SUBJECT: 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