



**CITY OF WEST HOLLYWOOD**

**REQUEST FOR PROPOSALS**  
**ADMINISTRATIVE HEARING OFFICER SERVICES**  
**JANUARY 2019**

## Table of Contents

1. INTRODUCTION .....	3
1.1. Purpose .....	3
1.2. Background .....	3
1.3. Scope of Services .....	3
1.3.1. Subject Areas .....	3
1.3.2. Services.....	3
1.3.3. Minimum Qualifications .....	4
2. RFP INFORMATION, PROPOSAL INSTRUCTIONS AND CONDITIONS .....	5
2.1. RFP Information .....	5
2.1.1. Access to Request for Proposal.....	5
2.1.2. RFP Coordination and Communication.....	5
2.1.3. Schedule of Events .....	5
2.1.4. RFP Amendments and Cancellation .....	5
2.1.5. Proposal Evaluation Factors .....	6
2.2. Proposal Information .....	6
2.2.1. Proposal Due Date .....	6
2.2.2. Proposal Submission .....	6
2.2.3. Proposal Format and Content.....	7
2.3. Proposal Conditions .....	8
2.3.1. Inclusion of Proposal.....	8
2.3.2. Right to Purchase From Any Source.....	8
2.3.3. Right to Reject Any or All Proposals .....	8
2.3.4. Withdrawal of Proposals .....	9
2.3.5. Proposal Validity Period .....	9
2.3.6. Firm Prices .....	9
2.3.7. Expenses of Proposal Preparation.....	9
2.3.8. Public Records and Rights to Submitted Materials.....	9
2.3.9. No Collusion .....	9
ATTACHMENT A – PROFESSIONAL SERVICES CONTRACT.....	10

# 1. INTRODUCTION

## 1.1. Purpose

The City of West Hollywood is seeking to retain the services of one or more qualified individuals who can serve as contract administrative hearing officers and provide written decisions in appeals of administrative citations and other cases authorized under the City's Rent Stabilization Ordinance. The initial term of the contract shall be for one year (FY 19-20), with two (2) options to extend the contract on an annual basis upon mutual agreement of the City and contractor.

## 1.2. Background

Spurred by a desire for greater local control, residents of West Hollywood joined together to fight the threat to end rent control under Los Angeles County government. As a result West Hollywood was incorporated as a city in 1984. Centrally located, West Hollywood is bordered by Beverly Hills on the west and Hollywood (Los Angeles) on the east. West Hollywood has an estimated population of approximately 37,000 within a 1.9 square mile area. According to the US Census Bureau, 67.13% of West Hollywood residents speak only English, while 32.87% speak other languages. The largest non-English language is "Other Indo-European", which is spoken by 18.69% of the population.

The City operates as a "contract city," using private firms and other governmental agencies to provide some of the traditional municipal services to the community. The City provides general governmental services, planning, public works, rent stabilization and recreation services. The County continues to provide library services and fire services, independent of the City. Law enforcement services are provided by contract with the Los Angeles County Sheriff's Department, and is administered by the City's Public Safety Department.

## 1.3. Scope of Services

### 1.3.1. Subject Areas

The City of West Hollywood ("City") invites proposals from attorneys to provide administrative hearing officer services to hear and adjudicate cases authorized under:

- West Hollywood Municipal Code Title 17 (Rent Stabilization Ordinance);
- West Hollywood Municipal Code Chapter 1.08 (administrative citation appeals); and
- California Vehicle Code Section 22852 (vehicle impound cases).

During calendar years 2017 and 2018, there were an average of five (5) Title 17 and five (5) Chapter 1.08 cases heard each month. An average of ten (10) vehicle impound cases were heard each month in 2017 and eight (8) per month in 2018. Hearings last as short as fifteen minutes, as is usually the case with vehicle impound cases, to several hours with Title 17 cases (and occasionally multiple days, depending on the complexity of the case).

### 1.3.2. Services

Hearing officers shall conduct on-site administrative hearings pursuant to the aforementioned authorizing statutes for: rent adjustment applications initiated by tenants, landlords or the City; appeals of administrative citations; and motor vehicle post-impound hearings. The responsibilities will include:

- Coordinate hearing scheduling with City staff;
- Reviewing case documentation;

- Conducting hearings and hear testimony and evidence from parties regarding the issues;
- Preparing a written determination making a decision, which sets forth the legal and evidentiary basis for the decision, and adopting findings as required by City Code; and
- Performing all other work necessary for the effective handling of the City's administrative hearings.

Hearing officers will confirm the absence of conflicts before undertaking any new matters for the City. Hearing officers will inform and seek the consent of the City before representing another client in any matter directly adverse to the City (e.g., transactions, negotiations, proceedings, or other representations involving specific parties).

All hearings will be conducted in English and with the assistance of foreign language interpreters as provided by applicants/contesting parties. The number of hearings each month varies.

Hearing officers shall be required to submit a typed draft of a statement of decision as to each hearing conducted within the statutorily required time following the closing of the hearing record in a format approved by the City for review and approval.

Hearing officers will provide all labor, clerical support, equipment and materials to perform the services. Hearing preparation could include, but is not limited to, reading the agenda and file materials, knowledge of City municipal codes, rules of evidence and hearing materials. Hearing officers shall be responsible for all travel and telephone expenses. Hearing officers shall provide a detailed invoice for services rendered each month, including the case number, hearing date, time incurred and hourly rate.

The City will provide hearing rooms, use of copy equipment, documents, materials and equipment necessary for carrying out hearings. The locations and times of said hearings shall be designated by the City, but normally will be conducted Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. at West Hollywood City Hall located at 8300 Santa Monica Boulevard. City staff may provide limited administrative support for scheduling and records.

The contract will not obligate the City to assign the contractor hearings. Once a hearing is accepted, however, the contractor will be required to provide hearing officer services.

### 1.3.3. Minimum Qualifications

In order to be considered for the contract described in this RFP the individual making the proposal shall meet the following requirements. Applicants not meeting these minimum requirements will be disqualified and their proposal will not be considered.

- A Juris Doctor degree and a license to practice law in the State of California.
- Minimum five (5) years of experience as a hearing officer or as an attorney representing clients before administrative decision makers such as hearing officers,

- city councils, county boards of supervisors, and/or city commissions in the State of California, preferably including rent stabilization law related experience.
- Be in possession of a City of West Hollywood business tax certificate or be able to obtain one.

## 2. RFP INFORMATION, PROPOSAL INSTRUCTIONS AND CONDITIONS

### 2.1. RFP Information

#### 2.1.1. Access to Request for Proposal

The RFP will also be available to download from the City of West Hollywood’s website.

#### 2.1.2. RFP Coordination and Communication

Questions about this RFP must be directed in writing via email to Eva Angeloff at [EAngeloff@weho.org](mailto:EAngeloff@weho.org) on or before the deadline to submit written questions as identified in Section 2.1.3 Schedule of Events. The intent behind this requirement is to ensure that the same information is available to prospective Respondents, and no inconsistent, incomplete or misinformation is communicated to any prospective Respondent. Questions should clearly identify the relevant section of the RFP related to the question being asked. Questions received after the deadline will not be answered. The City is not responsible for delayed or lost e-mail, regardless of the cause.

Written summaries of all questions and answers will be posted to the City’s website as identified in Section 2.1.3 Schedule of Events. Anonymity of the source of specific written questions will be maintained in the written responses

Contact with anyone else in the City related to this RFP after the City releases the RFP and throughout the evaluation period is expressly forbidden and may result in the disqualification of the prospective Respondent’s proposal.

#### 2.1.3. Schedule of Events

Action	Date
Deadline for Written Questions and Comments	February 18, 2019
City Issues Responses to Written Questions and Comments	February 25, 2019
Proposals due by 5:00 p.m. PST	March 4, 2019
Committee Reviews Proposals	March 5-8, 2019
Interview of Finalists	March 11-15, 2019
City Determines Finalists/Contract Development	March 22, 2019
City Council Approval of Contract(s)	May 6, 2019

#### 2.1.4. RFP Amendments and Cancellation

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.

2.1.5. Proposal Evaluation Factors

The City will evaluate Proposals based on qualifications, experience, references, proposed rates, training, experience, writing skills, availability, interview, conflicts and other limitations, as follows

<b>Evaluation Criteria</b>	<b>Points</b>
Experience & Qualifications	40
Cost	20
Scope of Work 1. Responsiveness and thoroughness of proposal. 2. Appropriateness of approach.	20
Availability 1. Availability for scheduling informal hearings. 2. Cancellation policy.	20

**2.2. Proposal Information**

2.2.1. Proposal Due Date

Proposal close date is 5:00 p.m. Pacific Standard Time on March 4, 2019. The City will not be responsible for late mail deliveries, and no proposals will be accepted if received after the time stipulated in the RFP. Modifications or corrections received after 5:00 p.m. on March 4, 2019 will be rejected. Corrections or modifications to proposals submitted after the deadline will not be considered, unless specifically requested by the City for purposes of clarifying the proposal.

2.2.2. Proposal Submission

The proposal must address all questions in the RFP with the supporting documents noted by March 4, 2019. Proposals must be signed in ink by the Respondent, and in the case of a firm or company, by its president, chief executive, or individual authorized to act on behalf of the firm or company, with current Power of Attorney, if applicable. The name of the individual submitting the proposal must be provided.

Submit four (4) printed copies of the proposal by 5:00 p.m., Monday, March 4, 2019. Proposals must be addressed as follows:

Yvonne Quarker, City Clerk  
 City of West Hollywood  
 8300 Santa Monica Boulevard  
 West Hollywood, CA 90069

No oral, telephonic or telegraphic proposal or modification of proposal will be considered. Under no circumstances shall city staff, its elected officials, board or commissioners or personnel be permitted to comment and/or have any involvement in the distribution of this document. All written communications pertaining to the RFP shall be subject to disclosure pursuant to the California Public Records Act. Proposals will be subject to disclosure only after staff has selected a vendor for recommendation to the City Council.

### 2.2.3. Proposal Format and Content

Proposals should be prepared as simply as possible. Emphasis should be concentrated on accuracy, completeness and clarity of content. Each proposal must conform to the outlined format below. Be sure to provide an answer to each requirement. If a requirement does not pertain to your proposal, enter "N/A" in the table. Proposals with blank sections may be deemed non-responsive.

#### **A. Cover Letter**

- The name, firm name, address, e-mail address and telephone number of the Respondent.
- The subject areas in which the Respondent proposes to serve as a Hearing Officer.
- Ability to perform the contract.
- Knowledge of local government processes.
- Any potential conflicts or other matters (e.g., substantial practice areas, capacity, compensation arrangements, personal or business relationships, etc.) that may limit the Respondent's ability to serve as a Hearing Officer or act in an impartial and fair manner or that would create a conflict of interest. Include any matters in which you have represented persons adverse to the City.
- Signed by individual authorized to bind the proposing firm or Hearing Officer contractually.

#### **B. Qualifications**

- Resume or curriculum vitae, listing education, training, background and experience of the individuals conducting the hearings.
- Evidence of California State Bar membership of the individuals conducting the hearings.
- Two (2) writing samples of administrative hearing decisions and/or briefs filed with an administrative or quasi-judicial body in the State of California.
- Minimum of three (3) professional references.
- List of current agencies that you are providing administrative hearing services to and frequency of or days committed to each agency.
- Certificate of insurance showing evidence that the Respondent's insurance coverage meets or exceeds the City's Insurance provisions in its Professional Services Contract (Attachment A)
- Evidence of financial resources to perform the scope of work proposed.
- Has your organization ever been suspended or debarred or is otherwise excluded from or ineligible for participation in Federal programs under Executive Order 12549, "Debarment and Suspension."

#### **C. Scope of Work**

- Provide a description of proposed services that address the scope of services in section 1.3.
- Provide an explanation of the purpose of informal hearings and the role of the hearing officer in the process.

- Describe your availability. How many days advance notice do you need for scheduling an informal hearing? Also, include any fixed days and times that you are not available.
- Proposed hearing schedule between the hours of 8:00 a.m. and 6:00 p.m.

#### **D. Cost Proposal**

- Compensation proposal, including: (i) hourly rate for hearings billed at quarter hour increments; (ii) daily minimum hours; (iii) proposed minimum charge for no-show applicants/contestants; cancellation rates (including the number of days advanced notice needed prior to charging the cancellation rate); and (iv) initial orientation and subsequent trainings hourly rate.
- Compensation proposal for two annual contract renewal options for FY 20-21 & FY 21-22.

#### **E. Exceptions, RFP, Contract & Insurance**

- Identify any exceptions the vendor takes to the City's RFP, or declare that there are no exceptions taken to the RFP.
- The City maintains various policies related to contractual service providers. Among these is an anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, indicate whether or not the Respondent is prepared to comply with City ordinances and policies.
- Affirm that the Respondent has reviewed the City's Professional Services Agreement (Attachment A) and list any proposed changes to the boiler plate contract language. Proposed changes will not have any influence on the evaluation of the proposal, but will speed up the process contracting process.
- For the duration of the contract, Respondents shall procure and maintain insurance as described in the City's Professional Services Contract (Attachment A). The cost of such insurance shall be borne by the Respondent. Indicate whether or not the Respondent is prepared to meet these requirements.

### **2.3. Proposal Conditions**

#### **2.3.1. Inclusion of Proposal**

The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected vendor.

#### **2.3.2. Right to Purchase From Any Source**

The City reserves the right to purchase from any source or sources any desired products or services relating to this proposal.

#### **2.3.3. 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 proposals are deemed equal, the City reserves the right to make the award to one of the two Respondents.



#### 2.3.4. Withdrawal of Proposals

Proposals may be withdrawn any time before the Proposal Due Date specified in section 2.1.3 provided notification is received in writing. Proposals cannot be changed or withdrawn after the Proposal Due Date specified in section 2.1.3.

#### 2.3.5. Proposal Validity Period

Submission of a proposal will signify the Respondent's agreement that the proposal is valid for 180 days from the Proposal Due Date specified in section 2.1.3. Proposals should stipulate the expiration date of their quoted proposal.

#### 2.3.6. Firm Prices

It is the City's policy is to obtain goods and services of the highest quality for the lowest cost from the most qualified vendor. Prices quoted shall be firm prices and not subject to increase during the term of any contractual agreement arising between the City and Vendor as a result of said proposal, unless explicitly stated. Quoted prices must include any applicable federal or state tax.

#### 2.3.7. Expenses of Proposal Preparation

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

#### 2.3.8. Public Records and Rights to Submitted Materials

All proposals, inquiries, 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 Vendor 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. Respondents 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.

#### 2.3.9. No Collusion

By submitting a proposal, the prospective Respondent certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the prospective Respondent's capability of rendering the services to be provided.

CITY OF WEST HOLLYWOOD

AGREEMENT FOR PROFESSIONAL SERVICES

**ATTACHMENT A – PROFESSIONAL SERVICES CONTRACT**

This Agreement (hereinafter referred to as “AGREEMENT”) is made on this [redacted]th day of [redacted], 2019, 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:
  - A) **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.
  - B) **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20\_\_ unless extended in writing in advance by both parties.
  - C) **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 terms of the AGREEMENT, unless extended in writing by the CITY.
  - D) **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.
  - E) **CONTRACT ADMINISTRATION.**
    - 1) **The CITY’s Representative.** Unless otherwise designated in writing, [redacted] shall serve as the CITY’s representative for the administration of the terms and obligations set forth in this AGREEMENT. All activities performed by the CONTRACTOR shall be coordinated with this person.

## AGREEMENT FOR PROFESSIONAL SERVICES

- 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.
- 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.
- 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.

F) **TERMINATION.**

- 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 sixty (60) 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.
- 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.

- G) **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 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 CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation.

**AGREEMENT FOR PROFESSIONAL SERVICES**

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 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.

**H) INSURANCE REQUIREMENTS.**

- 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:
  - a) **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 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."

AGREEMENT FOR PROFESSIONAL SERVICES

- b) **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.
  - c) **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.
  - d) **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.
- 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 H.2.a below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- a) "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."
  - b) 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.

**AGREEMENT FOR PROFESSIONAL SERVICES**

- c) 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.
  - d) 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.
  - e) 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.
  - f) 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.
  - g) 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.
  - h) 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.
- 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 CONTRACTOR (as the named insured) should CONTRACTOR 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. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this AGREEMENT. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this AGREEMENT. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR'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 CONTRACTOR for breach of this AGREEMENT in addition to any other damages incurred by CITY due to the breach.

AGREEMENT FOR PROFESSIONAL SERVICES

- 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.
- 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 F.2 above.
- I) **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.
- J) **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.
  - 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.
  - 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

**AGREEMENT FOR PROFESSIONAL SERVICES**

the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 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.
- K) **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.
- L) **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.
- M) **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.
- N) **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.



AGREEMENT FOR PROFESSIONAL SERVICES

- O) **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
  
- P) **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.
  
- Q) **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.
  
- R) **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.
  
- S) **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: \_\_\_\_\_

AGREEMENT FOR PROFESSIONAL SERVICES

CONTRACTOR:

Organization Name

Street Address, City State ZIP

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

- T) **GOVERNING LAW.** This AGREEMENT shall be governed by the laws of the State of California.
- U) **ENTIRE ; 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.
- V) **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.
- W) **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.
- X) **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.

**CITY OF WEST HOLLYWOOD**

**AGREEMENT FOR PROFESSIONAL SERVICES**

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:**

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".

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 \_\_\_\_\_