

REQUEST FOR QUALIFICATIONS

Economic Consulting Services

CITY OF WEST HOLLYWOOD

Date Issued: July 11, 2019

Proposal Due: July 31, 2019



City of West Hollywood
California 1984



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EXECUTIVE SUMMARY

The City of West Hollywood is soliciting written Statements of Qualifications from professional firms to be included in a pre-qualified pool of economic consultants to be used by the City to prepare economic assessments. Specifically, most of the projects assigned to firms in the pool will include a value enhancement assessment for certain proposed development projects that are required to provide a public benefit in order to depart from certain Zoning Code or General Plan standards. This assessment will include calculation of residual land value utilizing the City's economic valuation tool and an analysis and valuation of proposed public benefits. Only those persons or firms that best meet the City's requirements as determined solely by the City will be retained in this pool of consultants who will be invited to provide actual proposals for the Scope of Services. The City expects, but does not guarantee that one or more consultants will be requested to submit a proposal. Typically, the City engages consultants for this type of economic assessment for up to 5 projects per year.

INTRODUCTION AND SCHEDULE

PURPOSE OF THE RFQ

The City of West Hollywood (“City”) seeks to maintain a pool of highly qualified Economic Consulting Firms (“Consultants”) experienced in economic studies, to assist the City in assessing highly complex development projects that deviate from base zoning as part of public benefit negotiations. This assessment will include calculation of residual land value utilizing the City’s economic valuation tool and an analysis and valuation of proposed public benefits, as well as attendance and presentation at public hearings and community meetings on an as-needed basis. Consultants may also be requested to do other economic analysis as needed by the City.

RFQ SCHEDULE

The following dates represent the City’s best estimate of the RFQ schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.

RFQ Schedule and Deadlines	Date
RFQ issued by the City	July 11, 2019
Deadline for Questions (4:00 PM PST)	July 17, 2019
Answers posted	July 19, 2019
Proposal Due Date (4:00 PM PST)	July 31, 2019
City completes screening process	August 31, 2019



IMPLEMENTATION TIMELINE

The City will maintain a pool of consultants for five years that will be utilized on an as-needed basis for development project economic analysis. Consultants will be contacted for work on an as-needed basis and will enter into a contract with the City upon selection to work on a project.

CITY'S REPRESENTATIVE

The City will assign a Representative who will oversee the work and provide support as needed; this Representative shall be the primary and first point of contact for the Consultant, from initial conversations through all phases of the Project. The Representative will provide project support including, but not limited to, organization of meetings with departmental and technical staff, performing requirements gathering, and development of specifications and documentation.

QUESTIONS OR CLARIFICATIONS

It shall be the Consultant's responsibility to ask questions, request changes or clarifications, or otherwise advise the City if any language, specifications or requirements of the RFQ appear to be ambiguous or contradictory.

Every attempt shall be made to ensure that the Consultant receives an adequate and prompt response. Questions and requests for clarification regarding this RFQ must be submitted via the PlanetBids System by July 17, 2019 at 4:00 pm PST (<https://bit.ly/2ErCzgy>). Therefore, Consultants are advised that any questions received after that date shall not be answered.



WEST HOLLYWOOD OVERVIEW AND CURRENT ENVIRONMENT

CITY OVERVIEW

The City of West Hollywood is a highly dense urban city organized along two of Los Angeles' major east-west arterials, Santa Monica Boulevard and Sunset Boulevard between La Brea Avenue to the east and Doheny Drive to the west. The city has a population of approximately 35,000 and about 25,000 residential units in a land area of only 1.9 square miles and is surrounded by the cities of Los Angeles and Beverly Hills. The City houses one of the world's best known LGBT enclaves and is also home to a significant immigrant Russian population. A majority of West Hollywood's land has been developed causing new development to focus on in-fill development as well as adaptive reuse, intensification and replacement. In addition, West Hollywood's pattern of development is unique given its small size and density. The city's main entertainment and commerce corridors abut eclectic residential communities as well as many historic and cultural resources.

The land use chapter of the West Hollywood General Plan 2035 states that the City will "Consider increases in the General Plan's permitted FAR and height for projects in all commercial designations that...provide significant benefits to the City" (policy LU-2.8). Public benefits are physical, programmatic, or monetary contributions to the community from the developer and may include the provision of community facilities, services, programs and other measures, or the monetary equivalent of such items to meet a community need. These benefits are provided above and beyond conditions of approval, impact fees, code requirements or CEQA mitigation measures.

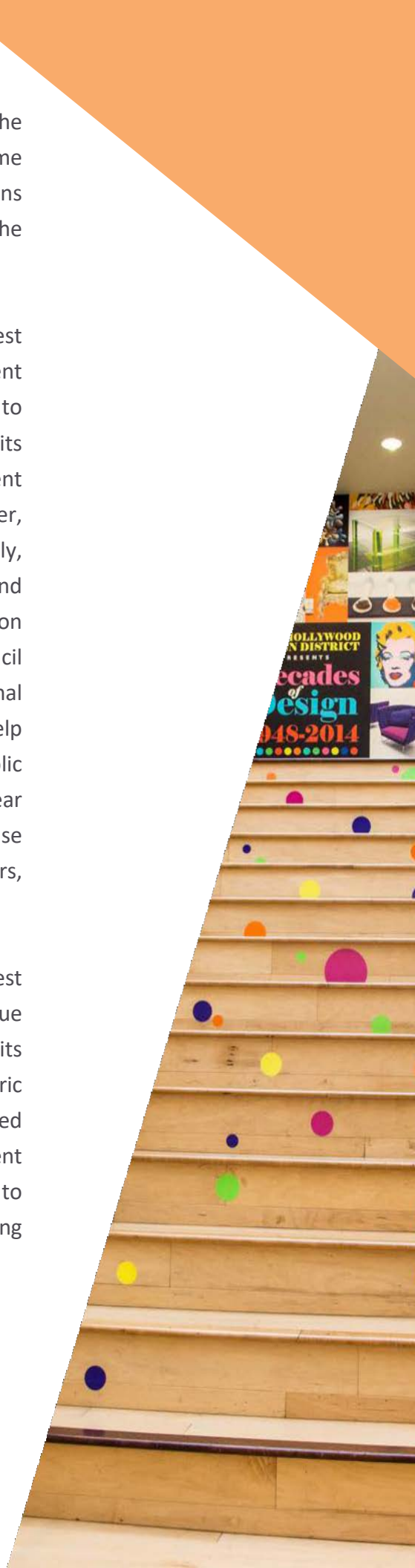
Public benefits may be negotiated for projects that deviate from established Zoning Code or General Plan standards (including Zone Text Amendments, General Plan Amendments, creation of specific plans, etc.) but which are otherwise desirable because they meet the goals of the General Plan and serve the public interest. In some



cases, a change to standards may be a better way to implement the vision of the General Plan, and this provision allows for some flexibility from that Plan. The City will only consider deviations from the General Plan if they provide proportionate benefits to the community that correspond to those deviations.

On occasion, certain proposed development projects in West Hollywood have requested deviations from base development standards such as height, FAR and density, and are required to negotiate public benefits as part of that request. Public benefits are negotiated with developers typically through a Development Agreement, which is a contract between the City and a developer, and/or other legal instruments such as a Specific Plan. Historically, these benefits have been negotiated on a case-by-case basis and the City recognized the need for standardization of the evaluation methodology for public benefits. As a result, the City Council recently approved a Public Benefits Policy, which includes a formal public benefits policy, an economic valuation tool to help determine residual land value, and a menu of possible public benefits. The Public Benefits Policy establishes a clear methodology for negotiating public benefits and will increase transparency and predictability for community members, developers, the Planning Commission and City Council.

Given the many unique development challenges present in West Hollywood, it is important to consider and assess the value enhancement of certain projects to help guide the public benefits conversation. As part of this effort, the Current and Historic Preservation Planning Division will maintain a pool of pre-qualified consultants to engage in the preparation of value enhancement assessments. Moving forward the department will begin to evaluate current and new applicants for inclusion in the Consulting Pool.



DESIRED QUALIFICATIONS

The City desires an economic consultant with real estate development and financial modeling expertise, as well as experience working with cities and developers. It would also be desirable for a selected firm advising the City on land use matters to have expertise in general municipal law, including without limitation, the Brown Act and the Public Records Act.

SCOPE OF WORK

The City will engage consultants from the pool to engage in the following scope of work, although some projects will be generalized economic studies outside of the scope below:

1. PROJECT INITIATION AND MANAGEMENT

An initial kick-off meeting will be held to review the project scope and schedule, and establish the team's data needs for the work. The kick-off meeting will be attended by representatives from the consultant team and the developer team. The consultant team will oversee progress meetings as necessary for the life of the project and will be responsible for maintaining a project schedule, meeting minutes, and status reports.

2. DATA COLLECTION

The City will provide the Consultant team with application materials, including proposed plans. The Consultant will provide any necessary customized metrics to ensure accurate assessment of residual land value for certain projects.

3. PUBLIC OUTREACH

The consultant team may be required to attend community meetings, where concepts for community benefits will be discussed with the public. These community meetings will be attended by the consultant team on an as needed basis.



4. ECONOMIC VALUATION TOOL

The consultant team will prepare a value enhancement assessment as part of the development review process for certain proposed development projects that are required to provide a public benefit in order to depart from certain Zoning Code or General Plan standards. The consultant will utilize the City's economic valuation tool, which is an excel spreadsheet model. Each project will need to have customized metrics provided by the consultant to ensure accurate assessment of residual land value for certain projects. This value enhancement assessment will be adjusted as necessary by the Consultant as the project changes during the development review process.

5. PUBLIC BENEFIT VALUATION

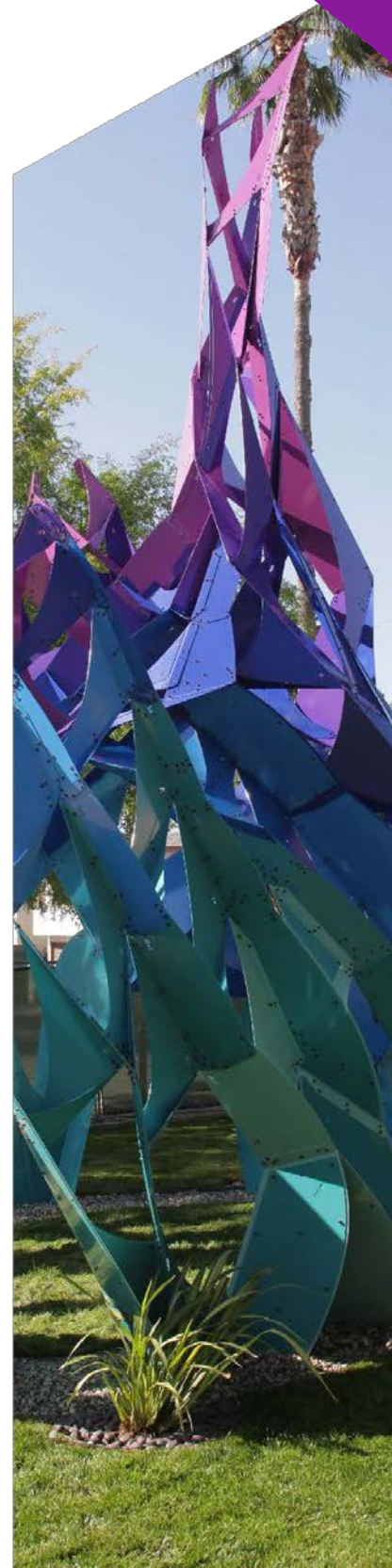
Upon selection of any public benefits, the consultant will provide an analysis of the valuation of any proposed public benefits, such as the provision of parks, streetscape improvements, and public/non-profit usage of commercial space. The consultant will analyze the proposed public benefits package to confirm value prior to project review by City Council. Analysis will also consider implementation, monitoring and maintenance costs. Complex valuations may require additional conference with City staff.

6. PUBLIC HEARINGS

Consultants may be required to attend meetings with developers, community meetings, and public hearings to present analysis, including Planning Commission and/or City Council meetings, to be determined on a case-by-case basis.

7. FINAL REPORT

The consultant team will provide a final report of all analysis and findings, including the economic assessment tool and public benefit valuation, prior to the City Council hearing.



STATEMENT OF QUALIFICATIONS SUBMISSION

STATEMENT OF QUALIFICATIONS DUE BY JULY 31, 2019 AT 4:00 PM PST

PlanetBids SUBMISSION

The Consultant shall submit one (1) digital copy of the submission on PlanetBids (<https://bit.ly/2ErCzgy>). Proposals received after this time and date shall be disqualified and unopened. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals shall be considered.

The Consultant is solely responsible for on time submission of their electronic proposal Response File via PlanetBids through the following link: Insert Planet Bids Link. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the PlanetBids Bid Management System indicating that proposal was submitted successfully. Consultant shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the consultant to successfully submit an electronic proposal shall be at the Consultant's sole risk and no relief will be given for late and/or improperly submitted proposals. Consultants experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the submission deadline.

STATEMENT OF QUALIFICATIONS PAGE LIMIT

Statement of Qualifications must be clear, succinct and not exceed fifteen (15) pages, excluding optional communications material.



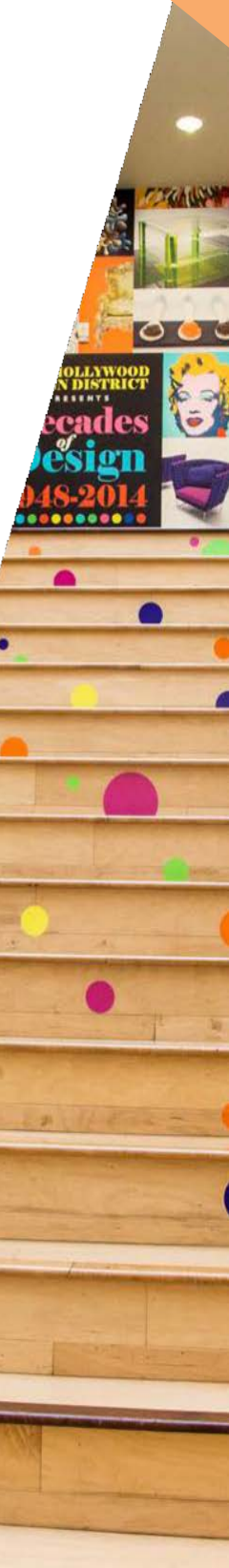
All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

STATEMENT OF QUALIFICATIONS ORGANIZATION

The Consultant must provide all information as requested in this RFQ. Responses must follow the format outlined below. Additional materials beyond the stated page limit may not be considered. The City may reject as non-responsive at its sole discretion any Proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. COVER LETTER

An overall introduction to the proposal is required, including a statement of the Consultant's understanding of the needs of the City in an executive summary format and why the Consultant is the best fit to complete the required scope of work. The Cover Letter must state the name of the person(s) authorized to represent the Consultant in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response. The letter may also briefly set forth any particular information the Consultant wishes to bring to the City's attention and if any information contained in the response should be considered proprietary. This part of the response to the RFQ should be limited to a brief narrative highlighting the Consultant's qualifications to provide the subject services. Please include any benefits your firm has over your competitors.



2. COMPANYBACKGROUND

Consultants must provide their response to the following statements and questions in this section of their proposal.

1. Name of company.
2. Name of parent company if applicable.
3. Company website address.
4. Description and short history of your company
5. Number of years company has been in business.
6. Number of employees in your company
7. Number of employees available to work on the subject scope in the future

3. UNDERSTANDING OF SCOPE AND REQUIRED QUALIFICATIONS

Consultants must include a statement of their understanding of the requested project scope. Such understanding shall represent the Consultant's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFQ. Include firm experience with preparing economic analyses, specifically value enhancement studies and valuation of public benefits. Briefly describe your firm's previous local or regional work and expertise. Describe the services that your team will provide in house and those services that will be contracted out to a third party. For each individual proposed to be assigned to work specified in this RFQ please provide their professional qualifications including:

1. Name
2. Length of employment with the firm
3. Proposed role in performing services sought after by this RFQ
4. Background experience with respect to economic analyses
5. Please also attach as an appendix the resume of each individual to be assigned.



4. PROPOSED PROFESSIONAL SERVICES

Propose and describe in detail the professional services that will be provided as requested in the Scope of Work of this Request for Proposal.

5. PROPOSED FEE

Propose and describe in detail the fee structure corresponding to the related professional services.

6. REFERENCES

Please provide the following information regarding your firm's experience with economic analysis matters on which your firm has worked during the past 5 years: client name, name of the contact person who is able to provide a reference, a description of the nature of the work, the size and complexity of the project.

8. OPTIONAL COMMUNICATION MATERIAL

Consultant may include, if desired, communications materials, including newsletters, brochures, posters, and websites for review of products, tools and services available. Supporting material may include references and case studies, and may include other information pertinent to the Proposal, such as reports and analysis of an implementation of their proposed solution. This material will not count towards the proposal page limit.



STATEMENT OF QUALIFICATIONS DETAILS

CANCELLATION

The City of West Hollywood reserves the right to modify, revise or cancel this RFQ. Receipt and evaluation of Qualifications or the completion of interviews do not obligate the City to award a contract.

ACCEPTANCE OR REJECTION OF PROPOSAL

The City may reject any or all responses.

The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City or the proposal contains major irregularities. Minor irregularities of the proposal may be waived by the City. The City also reserves the right to cancel this RFQ at any time and/or to solicit and re-advertise for other proposals. The cost of preparing any responses to the RFQ shall be borne by the respondents and shall not be reimbursed by the City.

After review of the responses, one or more firms will be selected to be included in the pre-qualified pool. Each individual project will have a contract maintained and negotiated by the project planner.



UNIVERSAL ACCESS AND NON-DISCRIMINATION

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

SAMPLE BASIC CONTRACT

It is important for Consultants to review Attachments 1 and 2 (Sample Draft Agreement for Services & Request for Evidence of Insurance) in this RFQ. The contract is the City's standard contract for these services and will be used in the future as needed as a result of this selection process. Any requests for deviation or modification of the contract language should be clearly identified in the response. Requests that are not submitted as part of the RFQ response may not be considered at later date. Please note the City's mandatory Living Wage and Equal Benefits clauses.

VERIFICATION OF INFORMATION

Consultants are hereby notified that the City will rely on accuracy and completeness of all information provided in making its selection. Consultants are urged to carefully review all information provided to ensure, clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow-up required to verify the information provided.



CONFIDENTIALITY

Prior to award of the Contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

OWNERSHIP OF REPORTS AND DATA

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



STATEMENT OF QUALIFICATIONS EVALUATION AND SELECTION

EVALUATION CRITERIA

Each qualification response shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

Criteria	Maximum Score
Firm Location and Regional Experience	20
Ability To Deliver High Quality Economic Analysis Products And Work	30
Staff Experience with Economic Analysis and Demonstrated Ability to Work with Commissions, Council and Staff	30
Completeness and Clarity of Submitted Statement of Qualifications	10
Professional References	10
Total	100

STATEMENT OF QUALIFICATIONS REVIEW

City staff will evaluate the Statements of Qualifications received. For the purpose of scoring, city staff will evaluate each Statement based upon the criteria listed above. City staff may seek outside expertise, including but not limited to technical advisors. The highest scoring firms may be asked to appear for an interview. Once a pool of selected firms has been finalized a city representative will contact firms to notify them of their inclusion status.



Attachment A

City of West Hollywood Public Benefits Policy

Occasionally, applicants may propose development projects that deviate from zoning standards, and are required to provide public benefits. Public benefits are the provision of community facilities, programs and other measures, or the monetary equivalent of such items to meet a community need. They necessarily go above and beyond code requirements and CEQA mitigation measures. The following Public Benefits Policy outlines the process for establishing public benefits for certain projects, with the goal of improving transparency, providing clear expectations, and expanding community input.

Applicability:

Development Permit applications that include the following may be required to provide public benefits in compliance with this policy:

- Zone Text Amendments that increase the development potential and/or residual land value of a site
- Zone Map Amendment (Including changes to zone district, addition of overlays, and application of Avenues Bonus)
- General Plan Amendment
- Specific Plan (new or amendment)
- Development Agreements associated with development projects that require legislative changes to change applicable standards

Information Required with application:

Applications for development permits in conjunction with one of the permit types listed above must include a public benefits analysis worksheet (provided by the City) in order to be deemed complete.

Engage Consultant:

Once the project is deemed complete, staff will engage a consultant (selected by staff from approved list of consultants) to conduct the public benefits analysis. This contract cost will be passed through to the developer, who will pay the cost for the consultant plus a 12% administrative fee.

Public Benefit Analysis:

The selected economic consultant will determine the residual land value, utilizing the adopted Economic Valuation Tool, an Excel pro-forma tool. Residual land value is the added value to land for any portion of development over base case scenario. If existing project does not exceed current base zoning, base zoning is utilized as the base case scenario for the economic valuation tool. If existing project is a legally non-conforming building(s), the existing conditions on the site will be used as a base case, and conversion of the space that exceeds zoning (if applicable) is also considered. Results for residual land value calculation will be shared with staff and applicant/developer.

Community Benefits Menu:

Priorities for public benefits are included in adopted City documents, and will be used as a starting point for determining appropriate benefit packages. Preference may be given to local improvements to the project neighborhood on a case by case basis.

Established priorities include the following:

- Arts and Cultural Facilities, Programs, and Funding: Items identified in WeHo Arts: *The Plan*, such as gallery space, public art and installations.
- Affordable Housing or Specific Housing Products: examples include provision of moderate-income and workforce housing, senior assisted living and independent living housing.
- Parking Resources: On-site public parking in areas with identified parking needs.
- Public Parks and Open Space: Public On- or off-site public parks, plazas, playgrounds, and/or paseos.
- Community Facilities: Dedicated space for community uses, such as space for childcare, schools, non-profits, galleries, performing arts, community garden; or funding for maintenance and operation of such facilities.
- Streetscape and Mobility Improvements: Implementation of specific improvements identified in the Pedestrian & Bicycle Mobility Plan, West Hollywood Design District Streetscape Master Plan (2013), the First/Last Mile improvements to support light rail, or other applicable streetscape plan, voluntary Transportation Demand Management programs, undergrounding of off-site utilities, and telecommunications improvements.
- Public Health & Sustainability: Implementation of Climate Action Plan measures.
- Other: Other public benefits identified through the public process consistent with established city goals.

Public Input:

Community meetings: Staff will discuss the potential public benefits of the project at the initial neighborhood meeting required by WHMC. Staff will present to the community the above general list of public benefit categories and solicit and document feedback regarding neighborhood priorities.

Noticing: Advertisements and notices will disclose the potential for negotiated public benefits related to the project, soliciting additional input via email, phone or letter.

Public Input memo: All public input will be incorporated into a public input summary, to be provided to City decision makers to inform the negotiation of an appropriate public benefit package.

Public Benefits Negotiation:

The City will convene a meeting with the developer and all applicable staff. Residual land value as calculated by the economic consultant will be a starting point for discussion what level of public benefit is necessary. The agreed upon public benefits package will be memorialized through a development agreement or other legal instrument. The development agreement, specific plan, and/or other legal instruments shall stipulate timing for construction, provision or payment of public benefits.

Public Benefits Package Analysis:

Staff and the economic consultant will analyze the agreed upon public benefits package to confirm value prior to project review by City Council. Analysis will also consider implementation, monitoring and maintenance costs.

Public Hearings:

The public benefits package will be presented and reviewed as part of the project at public hearings with Planning Commission and City Council. The proposed provision of public benefits in no way guarantees approval of a project. Projects are evaluated based on required findings in the WHMC, not on the merit of the proposed public benefits. Should a project be approved, conditions of approval will be included in development permits and other legal instruments as necessary to ensure provision of public benefits.

Provision of Public Benefits

- Physical improvements: The applicant must obtain all required permits to implement any benefit that requires physical improvements. The timing of installation shall be dictated by the project approvals, but generally public benefits should be implemented by Certificate of Occupancy.
- Fees-in-lieu payment: Should public benefits be provided by fees-in-lieu, they should be paid prior to issuance of building permits, unless otherwise stipulated in the subject legal instrument utilized for the development project. Upon receipt of fees-in-lieu, the City will determine appropriate fund to place payment. Reports will be run on annual basis to determine how/when money is spent, and remaining funds to be utilized.

All public benefits will be included in an annual monitoring report presented to the City Council that indicates responsible Departments, implementation status, and any additional monitoring required in the future.

Projects Not Constructed:

Development Agreements and Specific Plans must include language to specify what happens with public benefits if a project is not built. Zone Text Amendments, Zone Map Amendments (aside from DA overlay), and General Plan amendments that provide an increase in development potential for a site will not be refunded their public benefits fees-in-lieu. Physical improvements will be required to have bonds that may be cashed to build said improvements.

Items that cannot be considered public benefits:

- CEQA mitigation measures
- Code required improvements to the site and directly adjacent right-of-way
- Required on-site Public Art
- Development Impact Fees

Attachment B

Draft Agreement for Services

This Agreement is made on this ____th day of _____, 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__ unless extended in writing in advance by both parties.
 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within 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, _____ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, _____ shall be in charge of the project on all matters relating to this Agreement and

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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 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

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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 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

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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."
- 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.

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

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

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

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- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

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

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES**

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

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20____.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit 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 _____

Attachment B

REQUEST FOR EVIDENCE OF INSURANCE

PLEASE PROVIDE THIS TO YOUR INSURANCE AGENT FOR PROPER PROCESSING

Dear Vendor/Service Provider:

As part of your contract with the City of West Hollywood you are required to provide evidence of insurance coverage as outlined below. Kindly return your completed **ACORD Form Certificate of Insurance and the proper policy endorsements** to your City representative.

Certificate Holder:

The City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, California 90069

Required Coverages & Endorsements:

- Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- Automobile Liability with minimum combined single limit of \$300,000 (for owned, non-owned, hired, rented vehicles as necessary).
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000. Coverage waived if vendor is sole proprietor.
- The CITY OF WEST HOLLYWOOD, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds as their interests may appear (excluding Workers Compensation and Professional Liability).

***REQUIRES A POLICY ENDORSEMENT**

- Include a **Waiver of Subrogation Endorsement** for the following:
 - ✓ Commercial General Liability
 - ✓ Workers Compensation Coverage (waived if sole proprietor)

***REQUIRES POLICY ENDORSEMENT(S)**

- Named insured must state their insurance is primary and non-contributory by policy endorsement.

***REQUIRES A POLICY ENDORSEMENT**

- Certificate should indicate a 30 day notice of cancellation or reduction in limits applies.

Please note: not providing the proper insurance documentation may delay the processing of your contract. Refer to your specific contract for additional terms and requirements as necessary.

RETURN INSURANCE DOCUMENTS TO YOUR CITY REPRESENTATIVE



City of West Hollywood

California 1984

