



CITY OF WEST HOLLYWOOD

REQUEST FOR PROPOSALS PARKING CONSULTANT SERVICES AUGUST 2019

Instructions

A copy of the RFP can be downloaded from the City's website at www.weho.org/rfp

The RFP can also be downloaded by registering with the City's bid portal at this URL:
<https://www.weho.org/city-government/city-departments/public-works/bids>

DEADLINE FOR PROPOSAL SUBMISSION: 3:00 PM, September 25, 2019.

Proposals must be submitted electronically on the City's bid portal
<https://www.weho.org/city-government/city-departments/public-works/bids>

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1.0 SCHEDULE

Distribution of Bid Document	August 28, 2019
Deadline to submit questions	September 11, 2019
Response to questions	September 18, 2019
Proposals Due	September 25, 2019
Proposal Evaluation	September 26 – October 7, 2019
Interviews with Selected Vendors	October 8, 2019
Vendor Selection and Notification	October 10, 2019
City Council Approval of Contract	November 4, 2019
Contract Start Date	November 5, 2019

2.0 INTRODUCTION

The City of West Hollywood is inviting proposals from qualified individuals or firms interested in providing parking consultant services for an initial term of three years, with two one-year extensions to be exercised at the City's sole discretion.

3.0 BACKGROUND

The City of West Hollywood, incorporated in 1984, is a densely populated city of 1.9 square miles surrounded by the City of Los Angeles on the north, south and east sides and the City of Beverly Hills on the west side. The City of West Hollywood has a population of 37,000.

4.0 SCOPE OF WORK

4.1 Commercial Parking and Parking Credits District Studies

The City currently manages two (2) parking credits districts, which entitle businesses with less than 10,000 square feet seeking to expand square footage or intensify land uses, to meet zoning code requirements for parking based on the availability of surplus public parking within the designated parking credits districts. Parking Credit District 1 is comprised of 95 on-street block faces and 5 off-street parking facilities. This includes approximately 752 on-street spaces and approximately 1,168 off-street spaces. There are currently 977 parking credits issued to 59 businesses in Parking Credit District 1. Refer to Exhibit 1.

Parking Credit District 2 is comprised of 50 on-street block faces and 3 off-street parking facilities. This includes approximately 214 on-street spaces and approximately 397 off-street spaces. There are currently 1,007 parking credits issued to 6 businesses in Parking Credit District 2. Refer to Exhibit 2.

The CONSULTANT shall be required to conduct a parking utilization study of the two parking credits districts every six months to determine whether the respective district maintains sufficient surplus parking capacity to effectively accommodate the pool of parking credits.

Key assumptions for this work include:

1. There will be one study done for each district, every six months.
2. **Parking Supply.** The City of West Hollywood will provide CONSULTANT with information on any changes to the Parking Credit Districts including location of parking, parking supply, or other changes to parking characteristics.
3. **Confirmation of Parking Study Process.** CONSULTANT will work with City staff to confirm the study area, parking information being collected and data collection days. Coordination will occur via both email and phone calls.
4. **Data Collection.** Parking counts will be conducted for one weekday and one weekend day between 5 p.m. and 12 a.m. with one-hour sweeps in each Parking Credit District study area for each study (i.e., 1 study per area). The last 4-digits of the license plate will be collected, and permit type and/or presence of a disability placard/plate will be noted. The same data will be collected for both on- and off-street locations.
5. **Parking Data Review.** CONSULTANT will perform a review of the data collected using both excel and GIS to check that data appears reasonable and consistent with field observations. This data will also be checked against historical counts.
6. **Parking Analysis.** CONSULTANT will calculate on- and off-street parking occupancy and duration for the study area as a whole as well as for individual block faces and parking lots/garages. Both average and peak occupancy will be calculated for the weekday and weekend condition.
7. **Comparison of Historic Parking Data.** CONSULTANT will compare weekday and weekend on- and off-street parking occupancy data with historical data to identify changes and trends in the Parking Credit Districts. City staff will provide CONSULTANT with historical data.
8. **Recommendations.** Based on the parking analysis for 2019 conditions and the review of historic data, CONSULTANT will provide a recommendation on increases or decreases in parking credits for both District 1 and 2.
9. **Documentation of Analysis and Findings.** CONSULTANT will prepare a document summarizing the analysis and findings for each District. One technical document and one infographic will be prepared for each District. All the data will also be transferred to GIS format to create maps showing occupancy and duration by block face and parking lot/garage.
10. **Meetings.** CONSULTANT will attend up to 2 in-person meetings with City staff and participate in conference calls as needed as part of this task.
11. **Consultant Deliverables:**

- Up to 2 Technical Documents Summarizing Findings and Recommendations
- Up 2 infographics
- Data summary maps illustrating supply, occupancy, duration

4.2 Additional Services (as needed)

4.2.1 Residential Preferential Parking (RPP) Studies

The City of West Hollywood currently has eleven (11) Residential Parking Districts, two thirds of which are enforced in the evening between 7 p.m. and 7 a.m. daily. Approximately one third of the City has preferential parking regulations enforced during traditional business hours. Some streets, within the districts that have daytime parking restrictions, are exclusively limited to residential permit holders and/or have posted time limits that exempt permit holders. Refer to Exhibit 3.

During the contract period the CONSULTANT may evaluate parking conditions in preferential parking districts. The CONSULTANT may be required to collect and analyze parking data in the residential districts including vehicle occupancy rates, parking duration, and type of parking permit used. This effort would entail conducting parking occupancy counts for one weekday and one weekend day between 9 a.m. and 5 p.m. with one-hour sweeps on each street segment. The last 4-digits of each vehicle license plate would be collected as well as permit type, if any.

4.2.2 Policy Review and Analysis

The CONSULTANT may be required to evaluate the effectiveness and efficiency of existing parking regulations and or programs as they pertain to residential preferential parking districts and/or commercial parking districts. The CONSULTANT may be required to evaluate proposed changes to existing policies or programs and provide recommendations.

4.2.3 Curb Space Management Analysis

The CONSULTANT may be required to evaluate and analyze current curb space management with regards to designated use of metered parking, TNC space, valet parking, commercial loading, and or personal mobility device parking.

5.0 NOTICE TO ALL POTENTIAL PROPOSERS

Any company, individual, or person serving in the capacity of spokesperson or representative for the party submitting a proposal shall not communicate, meet or discuss with any City employee, City Council member, or City appointed official concerning the Parking Consultant Services RFP or any aspect of the evaluation, consideration and decision- making process except as provided in this RFP.

Failure to abide by these requirements may subject proposers to disqualification from the selection process.

6.0 DEFINITIONS

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

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

The words “CONSULTANT”, “respondent”, “respondents” or “proposer” means the person, firm, or corporation submitting a bid on these specifications, or any part thereof.

The word “Services”, “Contract Services” or “Scope” means the work assigned to the CONSULTANT as set forth in “Exhibit A,” attached hereto and incorporated herein by reference.

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

7.0 MINIMUM QUALIFICATIONS

Proposer must be an individual or firm that has provided continuous services for the relevant requirements contained in this RFP for at least five (5) years.

8.0 PROPOSAL EVALUATION CRITERIA

Qualifications of Firm & Key Personnel	20
Approach	20
References	20
Interview	20
Cost	20
Total Possible Points	100

It is the City’s intent to award the contract to the proposer that is best qualified for the City. The City is not required to select the proposal solely based on price.

Omissions, inaccuracy, or failure to include all required information with the proposal may subject the proposer to disqualification.

The City is not liable for any costs or expenses incurred by the proposers in preparing and submitting their proposal.

The West Hollywood City Council will have final approval of the recommended award of the contract.

9.0 RFP QUESTIONS

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

- A. **Identification:** Provide the legal name and address of the corporation, Limited Liability Company, limited partnership name or individual responding to the RFP.
- B. **Identification:** Provide a general overview and/or background of the company.

- C. **Identification:** Identify the individual from the company whose primary responsibility will be to coordinate all phases of the contract with the CITY.
- D. **Qualifications of Firm/Key Personnel:** Describe the experience of the firm or individual providing parking consulting services to municipalities.
- E. **Qualifications of Firm:** Describe your company's consulting experience with regard to Commercial Parking and/or Parking Credits District studies.
- F. **Qualifications of Firm:** Describe your company's consulting experience with regard to Residential Preferential Parking (RPP) studies.
- G. **Qualifications of Firm:** Provide an organizational chart for the firm.
- H. **Qualifications of Key Personnel:** Provide resumes and staffing profiles including years of tenure for key individuals who will be involved in providing services under this RFP. List any licenses, certifications, or specialized training of staff or persons that will be assigned to the contract.
- I. **Cost:** Provide a compensation schedule indicating the hourly rate for each individual or staffing level that will be assigned to the contract. Rates shall be fixed for the term of the contract. Provide estimated costs for each type of the suggested studies:
- parking utilization surveys;
 - parking resources analysis & management recommendations;
 - residential preferential parking analysis,
 - policy review and analysis,
 - curb space management and analysis
- J. **Qualifications of Firm:** Provide a statement explaining whether staff or subcontractors will perform data collection in the field for the studies. If subcontractors will perform data collection, provide their name, qualifications, and billing rates.
- K. **Qualifications of Firm:** Provide a statement of whether any other tasks will be performed by a subcontractor.
- L. **References:** Provide a client list of at least three (3) references for work performed of similar scope over the past five (5) years for each segment of the RFP that your company wishes to be considered for.
- M. **Approach:** Provide a description of Proposer's approach to the work and ability to perform the work as described in the scope of work. Provide a sample scope of work for each of the suggested studies:
- parking utilization surveys;
 - parking resources analysis & management recommendations;

- residential preferential parking analysis,
- policy review and analysis,
- curb space management and analysis

- N. **Collection and Use of Data:** Describe the Proposer's approach to collecting and using data. Describe any experience using data from street light cameras that collect traffic and pedestrian data, as well as challenges (if any) regarding the use of such data
- O. **Additional Information - Terminations:** Please describe all incidences during the last five (5) years where Proposer has had a contract terminated for any reason. Include the other party's name, address, and telephone number. Present the Proposer's position on the matter. If the Proposer has experienced no such terminations for default in the past five (5) years, please so declare.
- P. **Additional Information - Litigation:** Provide a statement of whether your company is currently involved in any pending litigation, and if so, the name of the lawsuit, court in which it is pending, case number and brief description of the causes of action.
- Q. **Additional Information - Contracts.** Exhibit 4 is provided as a template of the City's standard contract requirements. Provide a statement indicating that the sample contract has been reviewed by the Proposer and indicate whether or not any changes to the contract language are being requested.

10.0 PROPOSAL SUBMITTAL INSTRUCTIONS

The proposal must address all questions in the RFP with the supporting documents noted by **September 25, 2019**. Submit proposal electronically at:

<https://www.weho.org/city-government/city-departments/public-works/bids>

Proposals must be signed in ink by the president, chief executive examiner, or individual authorized to act on behalf of the company, with current Power of Attorney if applicable. The name of the individual submitting the proposal must be provided.

Submit all questions by September 11, 2019, via the City of West Hollywood online bid portal at:

<https://www.weho.org/city-government/city-departments/public-works/bids>

Responses to all submitted questions will be provided as an addendum via the City's online bid portal. No verbal questions shall be submitted.

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.

11.0 OWNER'S RIGHTS

The City reserves the right to reject any and all proposals or take such other course of action deemed appropriate at the City's sole and absolute discretion. The City reserves the right to waive irregularities. The City reserves the right to negotiate changes to the terms contained in the proposal with the selected proposer, including changes to the cost.

12.0 CONTRACT TERMS AND REQUIREMENTS

The initial agreement term shall be for three years commencing November 5, 2019 through November 4, 2022. The CITY may extend the term of the AGREEMENT for up to two additional one-year periods.

The CITY reserves the right to terminate the AGREEMENT with or without cause with 30 days written notice to the CONTRACTOR.

Exhibit 4 is provided as a sample of the City's standard contract requirements.

Provide a statement that the sample contract (**EXHIBIT 4**) has been reviewed and indicate whether or not any changes to the contract language (**EXHIBIT 4**) are being requested.

Example Responses:

- ***No Changes to the standard contract are required or requested***
- ***Our Legal Department has revised the agreement and has requested the following change to section 8.2.1, line 4-5***

Proposed changes may influence the evaluation of the proposal, and will speed up the review and execution process with the selected consultant. The proposed changes will be reviewed by the City's contract and risk review team and/or the City Attorney prior to the acceptance or denial of any changes.

Exhibit 1
City of West Hollywood
Parking Credits District 1 Map

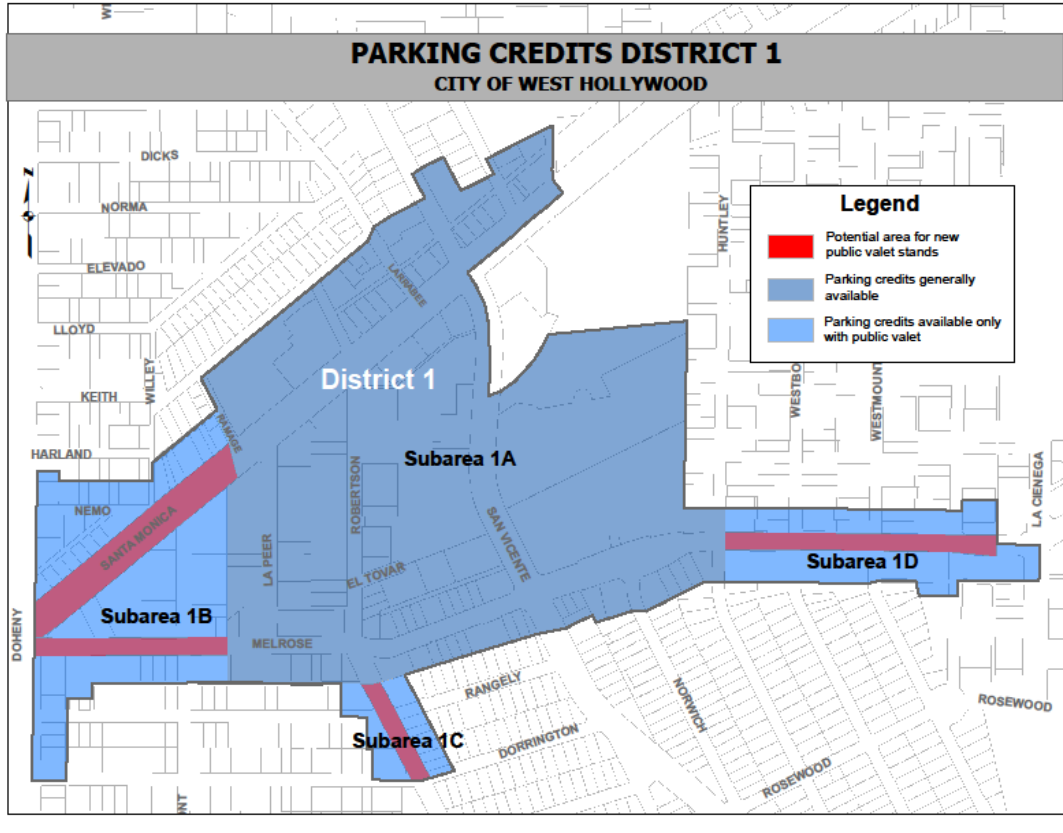


Exhibit 2
City of West Hollywood
Parking Credits District 2 Map

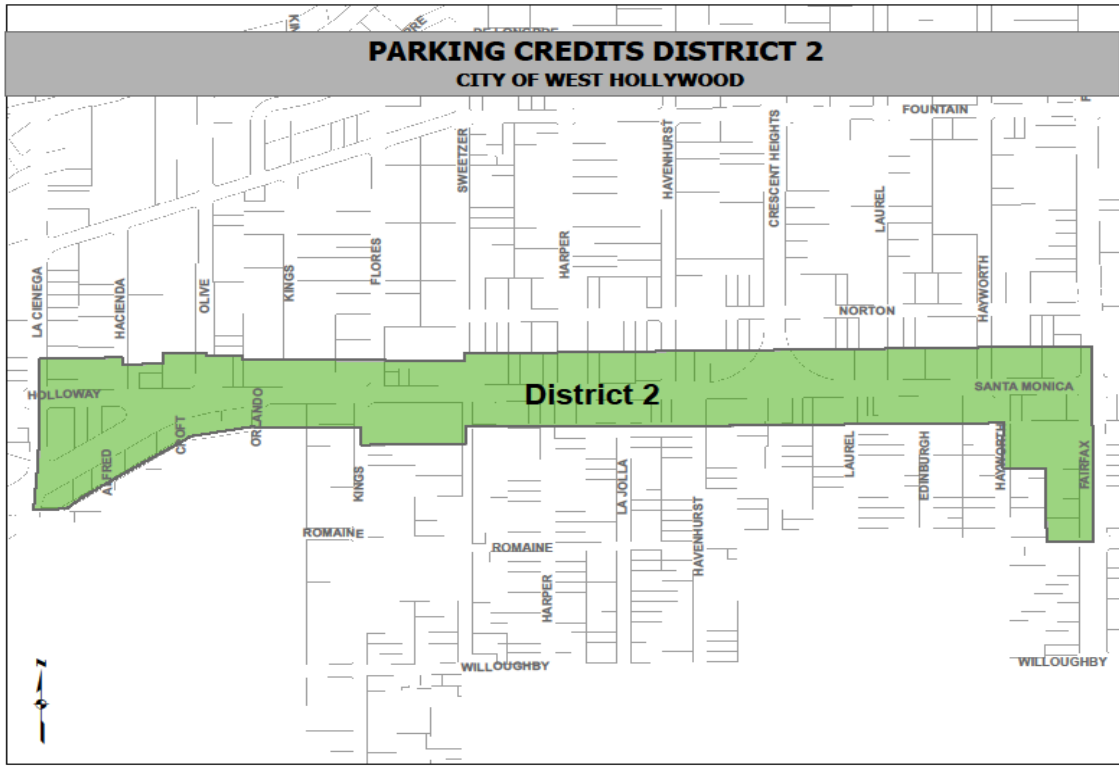
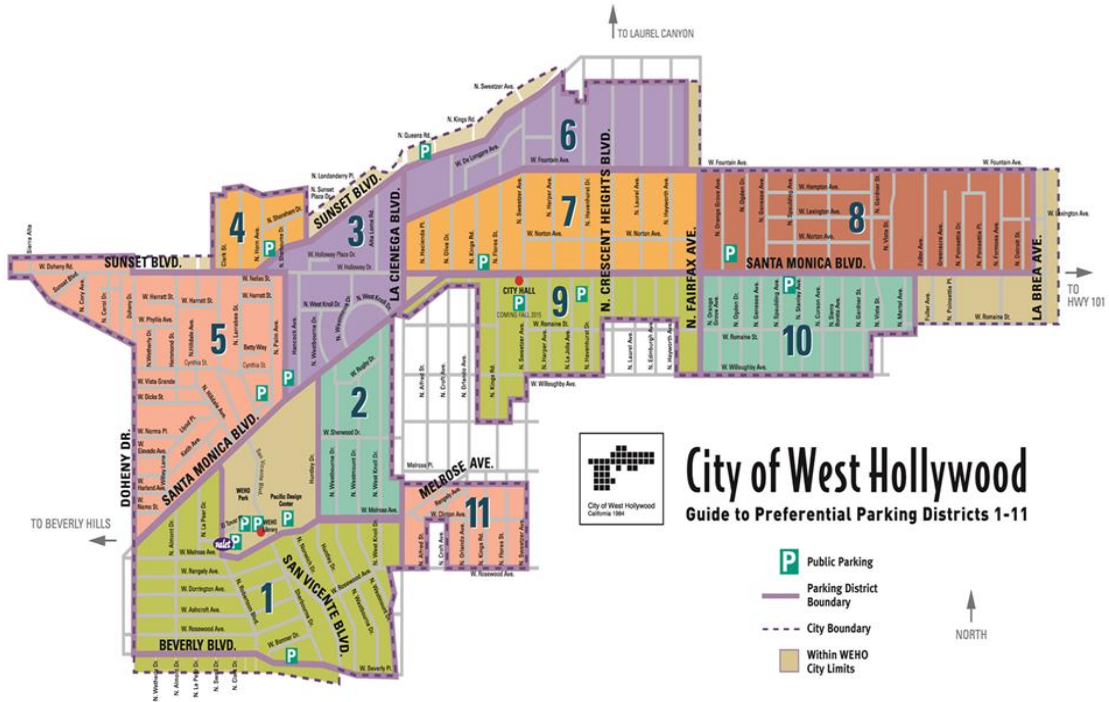


Exhibit 3 City of West Hollywood Preferential Parking Districts Map



CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

Exhibit 4

- 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 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 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 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.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and

coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

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

contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
 - 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

 - 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

 - 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under

this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under

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

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".

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit B
Certificate of Exemption from
Workers' Compensation Insurance

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

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

Exhibit 5

ORDINANCE NO. 03-662

AN ORDINANCE OF THE CITY OF WEST HOLLYWOOD REQUIRING CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS TO DOMESTIC PARTNERS OF THEIR EMPLOYEES AND AMENDING THE WEST HOLLYWOOD MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 3, Chapter 3.08, Part A of the West Hollywood Municipal Code is amended by adding thereto a new Section 3.08.035 to read:

3.08.120 NON-DISCRIMINATION IN BENEFITS

(a) Definitions. For the purposes of this section:

1. "Contract" means a legal agreement between the City and a contractor for services, purchase of supplies, equipment or material, or for construction of public works for which the consideration is in excess of \$25,000. "Contract" does not include subcontracts or subcontractors of any contract or contractor.
2. "Contractor" means any private party or entity that enters into a contract with the City. In the event the contractor is an entity that has been formed exclusively to provide services to the City or within the State of California, then the term "contractor" shall also include that entity's parent company(ies).
3. "Contract Awarding Authority" means the City Council or the individual authorized by the City Council to enter into contracts on behalf of the City.
4. "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
5. "Employee benefits" means the provision of any benefit provided to spouses of employees or provided to an employee on account of the employee having a spouse and which benefit is provided by the City of West Hollywood and covers the domestic partners of its employees, including; bereavement leave; family medical leave, and health insurance benefits, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(b) Every contract, and every amendment to or extension of a contract, to which the City is a party shall provide that the contractor shall not discriminate in the provision of employee benefits between an employee with a spouse and an employee with a domestic partner, subject to the following:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(c) The requirements of this section shall apply to the provision of benefits to all of a contractor's employees within the United States, the territories of the United States and the District of Columbia.

(d) A contractor that does not comply with the requirements of this section shall not be considered eligible or qualified. Refusal of a contractor to agree to the contract provision described in subsection (b) of this section shall be grounds for rejection of a bid or proposal as non-responsive. Failure of a contractor to comply with the contract provision described in subsection (b) of this section shall be grounds for termination of the contract and disqualification from entering into future contracts with the City.

(e) The contract awarding authority may waive the requirements of subsection (b) of this section under the following circumstances:

1. Award of the contract is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the City's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The City is purchasing through a cooperative or joint purchasing agreement.

(f) The City Manager shall have the authority to promulgate rules, regulations and procedures as may be necessary to effectuate the purpose of this section.

SECTION 2. The requirements of this Ordinance shall not be applicable to contracts executed, amended or renewed prior to the effective date of this ordinance, or any competitive or sealed bids received by the City prior to the effective date of this Ordinance, unless an addendum has been issued to all prospective bidders prior to the date the bids are due amending the request for bids to require compliance with the terms of this Ordinance; provided, however, that this Ordinance shall be applicable to contracts amended after the effective date of this Ordinance.

PASSED, APPROVED AND ADOPTED by the City Council of the City of West Hollywood at a regular meeting the 7th day of July, 2003, by the following vote:

AYES:	Councilmember:	Guarriello, Heilman, Land, Mayor Pro Tempore Duran and Mayor Prang.
NOES:	Councilmember:	None.
ABSENT:	Councilmember:	None.
ABSTAIN:	Councilmember:	None.


JEFFREY PRANG, MAYOR

ATTEST:


THOMAS R. WEST, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST HOLLYWOOD)

I, THOMAS R. WEST, City Clerk of the City of West Hollywood, do hereby certify that the foregoing Ordinance No. 03-662 was duly passed, approved and adopted by the City Council of the City of West Hollywood at a regular meeting held on the 7th day of July, 2003, after having its first reading at the regular meeting of said City Council on the 23rd day of June, 2003.

I further certify that this ordinance was posted in three public places as provided for in Resolution No. 5, adopted the 29th day of November, 1984.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF JULY, 2003.

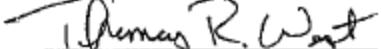

THOMAS R. WEST, CITY CLERK

Exhibit 6

RESOLUTION NO. 19-5163

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD ESTABLISHING, PURSUANT TO WEST HOLLYWOOD MUNICIPAL CODE SECTION 3.20.040, A LIVING WAGE RATE FOR 2019-20 OF \$13.28/HR WITH HEALTH BENEFITS CONTRIBUTIONS OF AT LEAST \$1.25/HR AND \$14.53/HR WITHOUT HEALTH BENEFITS CONTRIBUTIONS OF AT LEAST \$1.25/HR.

THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to West Hollywood Municipal Code Section 3.20.040, the living wage rate for 2019-20 is established at \$13.28/hour with health benefits contributions of at least \$1.25/hour and \$14.53/hour without health benefits contributions of at least \$1.25/hour towards the provision of health care benefits for employees and their dependents.

SECTION 2. The living wage rate established in Section 1 shall be effective and applicable to all new contracts and renewals of existing contracts subject to West Hollywood Municipal Code Chapter 3.20 commencing July 1, 2019.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of West Hollywood at a regular meeting held this 15th day of April, 2019 by the following vote:

AYES:	Councilmember:	Duran, Heilman, Meister, Mayor Pro Tempore Horvath, and Mayor D'Amico.
NOES:	Councilmember:	None.
ABSENT:	Councilmember:	None.
ABSTAIN:	Councilmember:	None.



JOHN D'AMICO, MAYOR

ATTEST:



YVONNE QUARKER, CITY CLERK