



City of West Hollywood
California 1984

CITY OF WEST HOLLYWOOD

REQUEST FOR PROPOSALS

PARKING ENFORCEMENT SERVICES

NOVEMBER 2019

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INTRODUCTION

The City of West Hollywood is inviting proposals from qualified firms interested in providing parking enforcement services for an initial term of five years, with two (2) two-year extensions to be exercised at the City’s sole discretion.

SCHEDULE

Distribution of bid document (RFP)	November 19, 2019
Deadline to submit questions	December 17, 2019
City Response to questions	December 19, 2019
Proposal Due Date	January 15, 2020
Proposal Evaluation	January 16-23, 2020
Interviews with Selected Vendors	January 30, 2020
Vendor Selection and Notification	February 3, 2020
City Council Approval of Contract	March 2, 2020
Contract Start Date	July 1, 2020

BACKGROUND

With a population of over 34,000 residents and 22,511 residential units in a land area of 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. Often termed, “The Creative City”, West Hollywood is home to the famous Sunset Strip and the Design District. It is also the host to many high-profile special events including the world-renowned L.A. Pride Festival and Halloween Carnival which each attract over 400,000 attendees. Other recurring famous events include the Elton John AIDS Foundation Academy Award Viewing party and the HBO Emmy Awards viewing event.

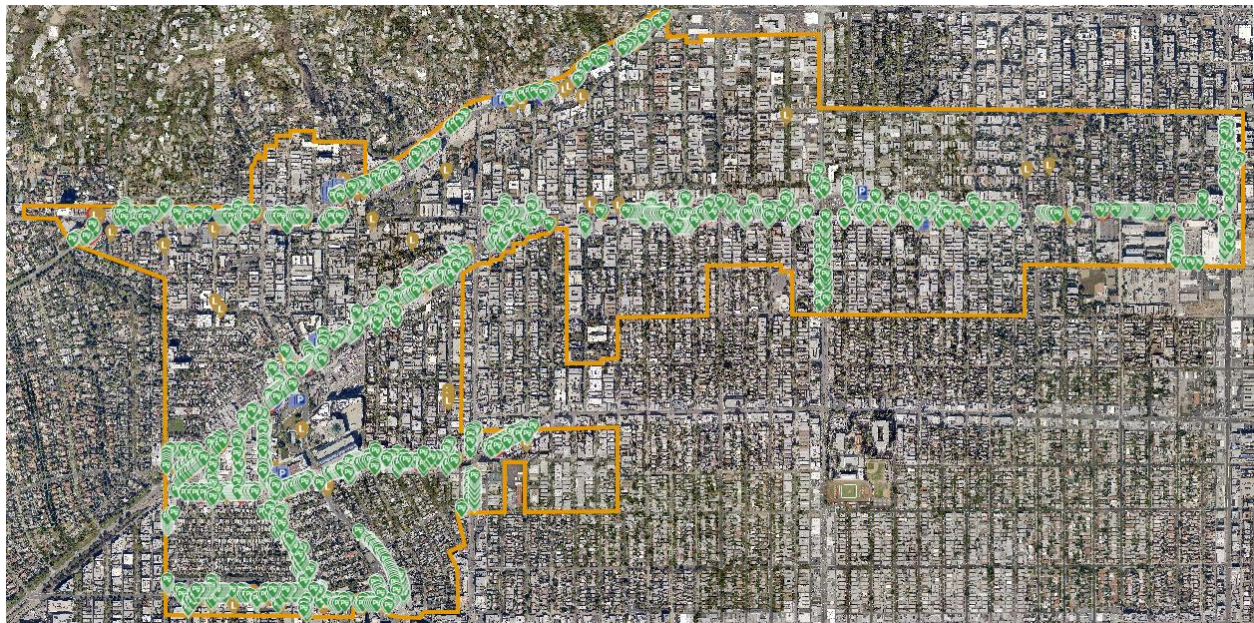


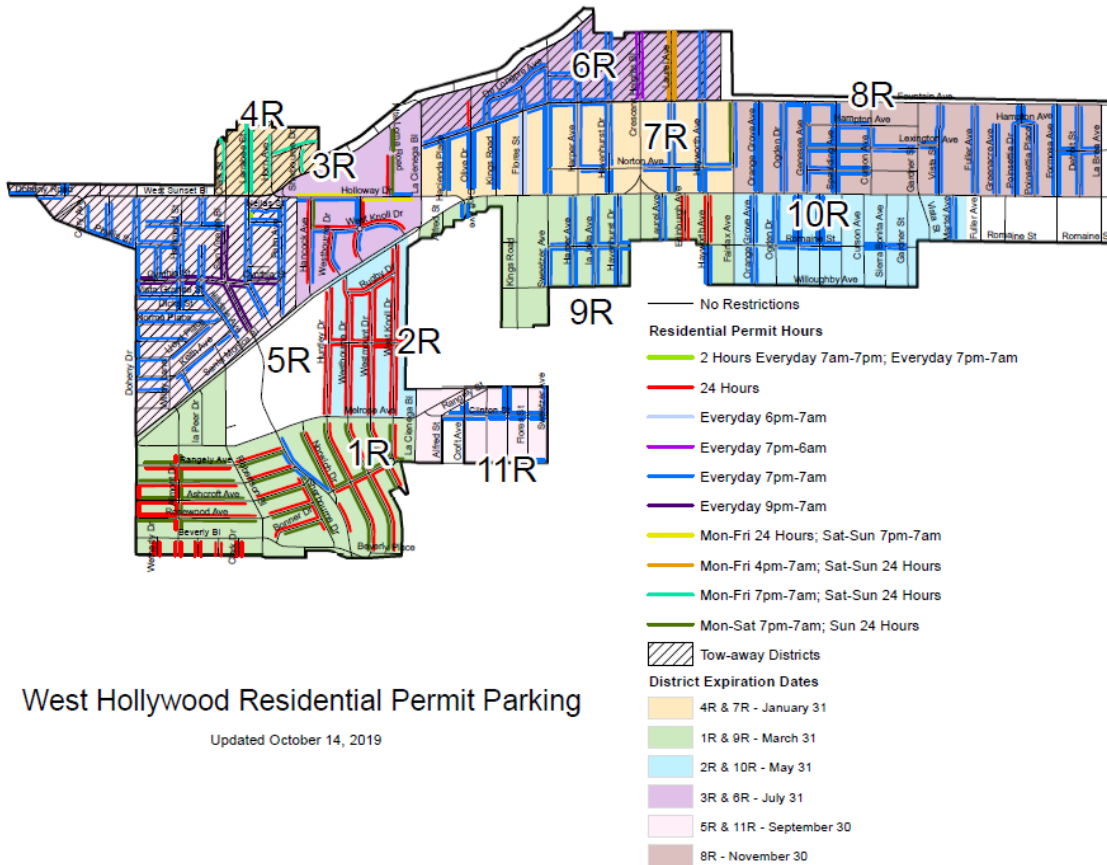
The City operates as a “contract city,” using private firms and other governmental agencies to provide some of the traditional municipal services to the community. The City provides general governmental services, planning, public works, rent stabilization, parking, and recreation services. The County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

The Parking Services Division resides in the Department of Public Works and oversees the City’s parking programs including parking enforcement. The City of West Hollywood contracts Parking Enforcement services and is seeking a multi-year contract with a collaborative, qualified, and highly motivated firm to perform around-the-clock parking enforcement and traffic services throughout the City, 24 hours a day and seven days per week, including holidays. The Contractor shall deliver a turnkey operation and shall provide all necessary personnel, equipment, vehicles, and facilities, including all related software, to effectively operate under the direction of the City’s Parking Services Manager. The Contractor does not need to provide citation issuing handhelds or the processing and collecting of parking citations as these are provided and performed by a separate contractor.

There are approximately 2,100 parking meters in the City, along Sunset Boulevard, Santa Monica Boulevard, Melrose Avenue, Beverly Boulevard, east/west streets south of Melrose Avenue and several of the north/south commercial streets adjacent to the above-mentioned thoroughfares. There are three public parking structures with approximately 805 public parking spaces and ten surface lots with approximately 455 stalls. The City currently has eleven permit parking districts, which restrict residential and/or commercial parking during daytime and/or evening hours.

METER MAP





MISSION STATEMENT

As a premiere city, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its wellbeing. We strive for quality in all our actions, setting the highest goals and standards.

CORE VALUES

RESPECT AND SUPPORT FOR PEOPLE

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

RESPONSIVENESS TO THE PUBLIC

We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

IDEALISM, CREATIVITY AND INNOVATION

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible.

QUALITY OF RESIDENTIAL LIFE

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

PROMOTE ECONOMIC DEVELOPMENT

We recognize that economic development is essential to maintaining quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish, and we seek mutually beneficial relationships with the business community.

PUBLIC SAFETY

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

RESPONSIBILITY FOR THE ENVIRONMENT

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

CITYOF WEST HOLLYWOOD PARKING CITATION STATISTICS

TOTAL ISSUANCE

	2016	2017	2018
1	15081	15594	13431
2	15886	14349	12302
3	17974	15303	13646
4	15630	15107	13223
5	15277	15066	14081
6	14953	15573	13253
7	15376	16149	13418
8	15207	16564	14293
9	14284	16136	12505
10	15030	15667	12118
11	15016	14003	11783
12	15927	14358	13609
Sum:	185641	183869	157662

CURRENT STAFFING LEVELS AND PAY RATES

POSITIONS

	FT	PT	Total
AM Dispatcher	1		1
AM Supervisor	1		1
Bike Officer	3		3
Deputy PM	1		1
Deputy Supervisor	1		1
Deputy Supervisor	1		1
GY Supervisor	1		1
PEO	14	7	21
PM Dispatcher	1		1
PM Supervisor	1		1
Program Analyst	1		1
Program Manager	1		1
SW Supervisor	1		1
Tow Officer	1		1
Grand Total	29	7	36

HOURS

	FT	PT	Total
AM Dispatcher	40		40
Bike Officer	120		120
Deputy PM	40		40
Deputy Supervisor	40		40
Deputy Supervisor	40		40
PEO	560	140	700
PM Dispatcher	40		40
Program Analyst	40		40
Program Manager	40		40
Tow Officer	40		40
AM Patrol Supervisor	40		40
PM Patrol Supervisor	40		40
GY Patrol Supervisor	40		40
SW Patrol Supervisor	40		40
Grand Total	1160	140	1300

HOURLY PAY RATE SCHEDULE

<i>Tier</i>	<i>Current</i>
Tier 6	\$56.00
Tier 5	\$29.00
Tier 4	\$27.00
Tier 3	\$24.00
Tier 2	\$19.00
Tier 1	\$17.00

Tier Positions

Tier 6

Program Manager

Tier 5

Deputy Program Manager

Tier 4

Program Analyst

Tier 3

AM Patrol Supervisor

GY Patrol Supervisor

PM Patrol Supervisor

Swing Patrol Supervisor

Tier 2

Deputy Patrol Supervisor

AM Dispatcher

Bike Officer

PM Dispatcher

Tow Officer

Tier 1

Parking Enforcement Officer

EXISTING JOB DESCRIPTIONS

Program Manager (PM)

This position is responsible for overseeing the fulfillment of this Contract's core obligations and the Contract is consistent with the City's values, vision and mission. They are the primary contact for general programmatic needs, major events and other serious items.

Deputy Program Manager (DPM)

This position is responsible for coordinating the activities of Shift Supervisors and officers in the field and, in addition, for improving supervisor and officer productivity and effectiveness.

Program Analyst

The Program’s Analyst is responsible for recording data, identifying trends, and generating insights.

Patrol Supervisors

Patrol supervisors are responsible for shift rollcalls, briefings and any other dissemination of pertinent information.

Tow Officers

Tow Officers are responsible for the towing of vehicles that are in violation of towable offenses per the CVC and West Hollywood Municipal Code.

Traffic Control Officers

Traffic Control Officers are expected to be trained on the industry best practices on the safe and effective control of pedestrian and vehicle traffic.

Bike Patrol Officers

Bike Patrol Officers are specialized staff who are specifically trained to patrol the city on bicycle.

Parking Enforcement Officers

Full and part-time patrol officers enforce the City’s parking regulations.

DEFINITIONS

The following meanings are attached to the following defined words when used within the RFP or AGREEMENT:

The words “Company”, “Contractor”, or “CONTRACTOR” mean the firm or corporation submitting a proposal on these specifications.

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

The word “CITY” means the City of West Hollywood and its representatives employed for this project, elected officials, and staff.

PROPOSAL EVALUTATION CRITERIA

Contractor’s Capabilities, including experience and key personnel	25
Implementation Plan	10
Operations Plan	25
References	10
Cost Proposal	10
Oral Interview and Responsiveness to RFP	<u>20</u>
Total Possible Points	100

It is the City’s intent to award the contract to the company that demonstrates a high level of innovation and proposes the most effective parking enforcement operations plan for the City. The City is not required to select the proposal solely based on price.

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.

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.

SUBMISSION OF PROPOSAL

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.

The proposal must address all questions in the RFP, with the supporting documents noted, by January 15, 2020 at 3:00 P.M. Submit proposal electronically at:

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

Submit all questions by December 17, 2019 at 3:00 P.M., via the City of West Hollywood online bid portal at:

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

PROPOSAL CONTENT

- 1) Detail how company's experience, knowledge, and personnel uniquely qualify the proposer to fulfill the requirements of the contract. In particular, demonstrate how the company's qualifications meet the needs of a 24-hour, 365-day operation with a staff of 35+ team members.
- 2) Provide the name, address, and telephone number of the company submitting the proposal. Include the number of years in business and the number of years providing parking enforcement services.
- 3) Provide a minimum of five (5) references from public agencies for which similar services have been provided. Agencies' programs must also be of equal or larger size in comparison to West Hollywood.
- 4) Provide the name, location, and dates of any contracts that have been terminated prior to the expiration date within the last five years.
- 5) Provide a statement of whether the company is involved in any current or pending litigation, and if so, the name of the lawsuit, court in which is pending, case number and brief description of the courses of action.
- 6) Provide a statement of income, balance sheet and statement of changes in financial position, including notes thereto, prepared by an independent Certified Public Accountant. The financial statements should be as of the period ending on the last day or your most completed fiscal year or the preceding year. All financial information should be provided in a separate sealed envelope.
- 7) Provide three credit references.

- 8) Provide evidence of insurance, as outlined in the attached contract. For each requirement, please provide an active certificate of insurance.
- 9) Provide a company organizational chart.
- 10) Provide resumes of key personnel, including the individual or individuals who will be involved in the daily operations as well as the executive in charge of the contract.
- 11) Provide a statement that the sample contract (ATTACHMENT A) has been reviewed and indicate whether any changes to the boiler plate contract language (Attachment A) are being requested.
- 12) Provide an Implementation Plan that outlines the phases, tasks, and timeframes should the City select a new Contractor.
- 13) Provide an Operations Plan that meets the requirements outlined in the Scope of Services, including the following:
 - a. Proposed Office
 - b. Proposed Vehicle Fleet
 - c. Proposed Equipment
 - d. Proposed Staffing Plan, including job descriptions, staffing schedule, and labor hours
 - e. Proposed employee compensation including pay rates and benefits
 - f. Proposed employee training and development plan
- 14) **COMPENSATION.** Provide a cost estimate for Years 1 through 5 based on proposed staffing levels and pay rates. Complete **Form A - Cost Proposal**. Cost Proposal must include:
 - a. Compensation Rate – Fully loaded hourly billable rate consisting of actual expenses, including labor, payroll taxes, workers compensation insurance, employee benefits, recruitment, training, general administrative expenses, all other required insurance, profit margin.
 - b. Office Expense – Rent, utilities, other facility related expenses.
 - c. Uniforms
 - d. Transportation - Vehicle purchase or lease, traffic safety equipment, vehicle-related insurance, fuel, and maintenance.
 - e. Equipment – Hardware/Software/Electronics - LPR equipment, cameras, communication devices, computers, office equipment.
 - f. Supplies/Other – Ticket stock, printing, signs, etc.
- 15) **SPECIAL EVENT COMPENSATION.** Provide an hourly billable compensation rate for special event staffing for (a) Parking Enforcement Officers; (b) Supervisors. Complete **Form B – Special Event Compensation Rate**.

Only proposals submitted through PlanetBids will be considered. Company owners, operators, subcontractors, consultants, expeditors, or any such individual(s) serving in the capacity of spokesperson for the party submitting a bid shall not meet with or engage in oral or written communication with any City employee, City Council member, or City appointed official regarding the content of the Parking Enforcement RFP, except through PlanetBids as a part of the question submittal portion of the RFP. Any company, regardless of their status in the RFP process, shall respect the direction written above or may be disqualified, at the City's sole discretion, from the selection process.

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.

Responses to all submitted questions will be provided via the City's online bid portal. No verbal questions, or written questions submitted through any other means than PlanetBids, shall be submitted.

TERM OF AGREEMENT

The initial agreement term shall be for five (5) years commencing July 1, 2020 through June 30, 2025. The CITY may extend the term of the AGREEMENT for two (2) additional two-year periods.

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

COMPENSATION

CITY will reimburse the CONTRACTOR for only those costs and expenses proposed on Form A and Form B and actually incurred by the CONTRACTOR. Monthly invoices must include proof of actual expenses incurred such as labor reports, receipts, invoices, statements, or other records.

CONTRACT REQUIREMENTS

ATTACHMENT A is provided as a sample of the City's standard contract requirements.

Provide a statement that the sample contract (ATTACHMENT A) has been reviewed and indicate whether any changes to the boiler plate contract language (ATTACHMENT A) 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 will not have any influence on the evaluation of the proposal but will speed up the process of the selected consultant to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney's Office and Risk Management Examiner prior to signing the contract documents.

EXHIBIT 1

SCOPE OF SERVICES

Presented below are the services that the successful Bidder will be required to provide under a contract resulting from this RFP.

FACILITIES, TOOLS & OTHER RESOURCES

The Contractor is expected to provide ALL resources, including the funding of related expenses, for the efficient and effective operation of the City's Parking Enforcement Program guided by the City's Core Values, unless otherwise specifically noted in this document.

PARKING ENFORCEMENT OFFICE

The Contractor is required to provide a professional office space, enough to accommodate all personnel and equipment as well as, City Staff and the public. The facility must be located within the boundaries of the City of West Hollywood, easily accessible by the public. Proximity to the West Hollywood City Hall is a plus.

TRANSPORTATION

It is the responsibility of the Contractor to provide, maintain, and pay for an adequate fleet of patrol vehicles to effectively perform parking enforcement services. At least one vehicle should be capable of carrying traffic control devices. Vehicles should be hybrid (zero emission is preferred), have appropriate safety features, and be maintained in good repair and professional appearance. Contractor shall bear all expenses, such as but not limited to, purchase/lease, vehicle storage, maintenance, repair, fueling, and insurance. Motor-assist bicycles, with LPR, should be an integral part of the enforcement program's transportation.

TECHNOLOGY

LICENSE PLATE RECOGNITION (LPR) TOOLS

The contractor shall provide, maintain, and pay for appropriate LPR hardware and software to perform the scope of services.

COMMUNICATIONS

The Contractor shall provide, pay for, and maintain all communication devices and services necessary to perform the scope of services.

CITATION STOCK

Contractor is responsible for the purchase and ongoing replenishment of all citation stock for City-issued citation printers and handwritten ticket booklets.

PERSONNEL

The Contractor will be responsible for providing all personnel required to perform the scope of services. Employee compensation must comply with the City's Living Wage Ordinance and Equal Benefits Ordinance. Contractor shall not fill more than 10% of agreed labor hours with part-time/non-benefited positions. No staff are to be subcontracted. Staff may be utilized in another contract solely through the

written approval of the Parking Services Manager. Failure to meet agreed upon labor levels will result in performance penalties. See Exhibit A “Special Payment Terms”.

UNIFORMS

The Contractor is required to provide uniforms appropriate for parking enforcement personnel. All uniforms should look professional and be maintained in good condition. Worn or damaged uniforms should be promptly replaced.

TRAINING & DEVELOPMENT

The Contractor is required to provide all employee training and development necessary to perform the scope of services.

REQUIRED ENFORCEMENT COVERAGE

PATROL REQUIREMENTS

Contractor shall be responsible for enforcement of all Federal, State, and Municipal regulations pertaining to parking and traffic. Enforcement responsibilities shall include, but are not limited to:

- Safety regulations as posted or marked at the curb
- Residential permit parking districts as posted
- Commercial permit parking districts as posted
- Metered locations as posted
- Public parking facilities
- Time limit zones
- Alleys
- Temporary parking restrictions as posted
- Citizen requests for enforcement such as blocked driveways and parking on private property without consent
- Handicapped placard or disabled person spaces
- Regular Duty

SCOFFLAW DETAIL/TARGETED ENFORCEMENT

Scofflaw enforcement primarily involves searching specifically for vehicles eligible for impoundment, completing required paperwork, and coordinating the removal of eligible vehicles with the City’s towing contractor. Targeted enforcement focuses on identifying and citing for types of disruptive behavior, such as preferential parking (i.e., residential) permit abuse, disabled placard abuse, abuse of time-limited parking, blocking intersections, etc.

TOWING DETAIL

This enforcement activity primarily involves locating vehicles that are parked in tow-way zones throughout the City, determining towable violations, completing all required impound forms, and coordinating the removal of vehicles with the City’s towing Contractor.

CITY-SPONSORED SPECIAL EVENTS COVERAGE

Contractor will schedule appropriate staff to provide enforcement and traffic control at events such as the annual Halloween Parade and Pride Festivities without depleting regular enforcement patrols. The Parking Manager will approve billable time as appropriate. City sponsored special events include

Halloween (October 31st), Christopher Street West (2nd weekend in June), and other events designated by the City Council.

For context, Parking Enforcement provided approximately 20 hours of traffic control and miscellaneous support tasks for 2018 Halloween. As the event grows Parking Enforcement's role likely will expand, too. At 2018 Pride, approximately 16 hours were used for traffic control services.

PRIVATE SPECIAL EVENT COVERAGE

Contractor shall provide required parking enforcement services for City-approved privately sponsored special events. Such coverage shall be separately billed to, and paid for by, the event sponsor based on the special event rates outlined in the contract. However, such coverage shall be in addition to any coverage required under the contract at the same time and requires the approval of the City's Parking Manager prior to contracting. The Contractor will provide, as part of the proposal, the yearly, fully loaded, hourly rate for these services for each year of the contract.

For context, Parking Enforcement provided support for several private, City-approved special events in the past year; HBO/Emmy's After Party (39 hours), Elton John Party (45 hours), LA Marathon (227 hours), and Ciclavia (67 hours).

TRAFFIC CONTROL

Contractor's staff shall assist the City and Sheriff in controlling traffic during power failures and other emergencies which affect the safe and controlled flow of traffic, such as at traffic signals, stop-intersections and other affected areas.

For context, Parking Enforcement has provided nearly 200 hours of emergency traffic control work this past year at intersections during power outages.

OTHER RELATED ACTIVITIES

The PM, DPM, and all on-street staff may be required to provide competent hearing testimony for contested citations/impounds.

Officers are expected to report any deficiencies observed in the course of patrol, such as parking meter malfunctions, meter vandalism, signage/curb marking deficiencies, and defects requiring maintenance that may pose unsafe or hazardous conditions to the general public.

Officers are responsible for opening and closing access to public parking facilities at City parking lots, roads, alleys and other locations as designated by the Parking Services Manager.

In the event of a major emergency or natural or man-made disaster, Contractor shall make available its personnel, transportation and communication resources for emergency assistance under direction of the Parking Services Manager or County Sheriff.

ENFORCEMENT TIMES

The Contractor shall perform parking enforcement services on a continuous and uninterrupted basis throughout the term of the contract and on seven (7) days-a-week, twenty-four (24) hour basis, including all holidays.

EXHIBIT 2
LIVING WAGE ORDINANCE

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

EXHIBIT 3
EQUAL BENEFITS ORDINANCE

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

ATTACHMENT A
AGREEMENT FOR SERVICES

This Agreement is made on this [REDACTED]th day of [REDACTED], 2019, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20[REDACTED] unless extended in writing in advance by both parties.
 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$[REDACTED] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [REDACTED], shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

- 5.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED], shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its examiners, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the

8. CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its examiners, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

9. **INSURANCE REQUIREMENTS.**

9.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

9.1.1. **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 examiners, 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."

9.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) 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.

9.1.3. **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

- 9.1.4. amount of not less than two million dollars (\$2,000,000) 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.
- 9.2. **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.
- 9.2.1. "The CITY, its elected or appointed examiners, 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."
- 9.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed examiners, 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.
- 9.2.3. 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.
- 9.2.4. 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.
- 9.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed examiners, officials, employees, or agents regardless of the applicability of any insurance proceeds and agrees to require all subcontractors to do likewise.
- 9.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed examiners, officials, employees, agents, or volunteers.
- 9.2.7. 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

- 9.2.8. writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 9.2.9. 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.
- 9.3. **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.
- 9.4. **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.
- 9.5. **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.
10. **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.

11. **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.
 - 11.1. **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.
 - 11.2. **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.
 - 11.3. **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.
12. **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.
13. **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.

14. **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.
15. **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.
16. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
17. **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.
18. **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.
19. **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

20. 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.
21. **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: _____

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
23. **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.
24. **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.
25. **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.

26. **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

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

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

COMPENSATION. CITY will reimburse the CONTRACTOR for only those costs and expenses proposed on Form A and Form B and actually incurred by the CONTRACTOR. Monthly invoices must include proof of expenses incurred such as labor reports, receipts, invoices, statements, or other records. The minimum number of monthly, billable hours is contained in the Scope of Services. A mutually agreed upon reduction to this hourly requirement will be through an amendment to this agreement. Labor shortages shall result in financial penalties.

BELOW IS A TABLE OF ALL PENALTIES:

<i>Penalty Type</i>	<i>Description</i>	<i>Amount</i>
Labor Shortage	Unmet hours shall be charged an hourly penalty rate for each hour short in a given month.	Hourly Compensation Rate multiplied by number of hours short
Unfilled Position	Positions left vacant for more than forty-five (45) days shall result in a penalty to the Operator from the first day of vacancy until the position is filled.	Hourly Compensation Rate multiplied by total number of days unfilled
Voided Citation	Citations issued in error above 1% of total issued in month will be charged back to the Operator.	\$54 multiplied by voided citations > 1%
Erroneous Tow	Vehicles towed incorrectly due to Contractor error will be charged set towing fees and charged a penalty	\$108/incident plus towing and storage fees
Vehicle out of Service	Vehicles out of service, for reasons other than regular maintenance, below the minimum service level mutually agreed upon in the Scope of Services.	\$432 multiplied by number of days
Equipment out of Service	Equipment out of service, for reasons other than regular maintenance, below the minimum service level mutually agreed upon in the Scope of Services	\$432 multiplied by number of days
Failure to Show	Officer, or representative, missing a scheduled citation or tow hearing examination, review, or court hearing.	\$108 per incident

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 _____

FORM A

COST PROPOSAL

	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>TOTAL</i>
Hourly Compensation Rate						
Office Expense						
Uniforms						
Transportation						
Equipment/ Technology						
Supplies/Other						
Total Operating Expenses						

FORM B

SPECIAL EVENT COMPENSATION RATE

<i>Hourly Billable Rate</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
P.E.O	\$	\$	\$	\$	\$
Supervisor	\$	\$	\$	\$	\$