



CITY OF WEST HOLLYWOOD

**REQUEST FOR PROPOSALS
PUBLIC VALET PARKING SERVICES
SEPTEMBER 27, 2021**

TABLE OF CONTENTS

PAGE

1. INTRODUCTION	3
2. RFP SCHEDULE	4
3. MINIMUM QUALIFICATIONS	4
4. SCOPE OF SERVICES	4
5. DEFINITIONS	5
6. EVALUATION AND SELECTION PROCESS	5
7. RFP SUPPLEMENTAL QUESTIONS	5
8. PROPOSAL SUBMISSION	7
9. QUESTIONS ABOUT RFP	7
10. OWNER'S RIGHTS	8
11. EXHIBIT A – SCOPE OF SERVICES	9
12. EXHIBIT B – OPERATING TERMS & COMPENSTATION SCHEDULE	13
13. EXHIBIT C - MAP OF PARKING FACILITIES & VALET ZONES	14
14. ATTACHMENT A – SAMPLE AGREEMENT	15

INTRODUCTION

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 Avenues of Art & Design. 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, the HBO Emmy Awards viewing event, and the Sunset Strip Music Festival among others.

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.

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

Purpose

The City of West Hollywood has operated a public valet parking program since 2004. The City is seeking a qualified CONCESSIONAIRE to continue managing this valet program, providing customers a high level of service, and maximizing the number of vehicles that can be parked safely and efficiently. The public valet parking program currently services the westside of the City, primarily businesses on Melrose Avenue, Robertson Boulevard, and Santa Monica Boulevard. In addition to staffing and operating the curbside valet zones designated in **Section 2** of the **Scope of Services**, the CONCESSIONAIRE must operate the program as a “**universal valet service,**” **enabling customers to pick up their vehicle at any designated valet zone, regardless of where the vehicle was dropped off.** The CONCESSIONAIRE may use its own parking facilities to park patrons’ vehicles or use the approved City parking facilities specified in **EXHIBIT B.**

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.

Notice to All Potential Proposers

No oral, telephonic, or telegraphic proposal or modification of proposal will be considered. Individuals serving in the capacity of spokesperson or representative for the party submitting a proposal shall not communicate, meet, or discuss any aspect of the evaluation, consideration and decision-making process of this RFP with any City employee, City Councilmember, or City appointed official.

All written communications pertaining to this RFP shall be subject to disclosure pursuant to the California Public Records Act. Proposals will be subject to disclosure only after an agreement with a CONCESSIONAIRE has been approved by the West Hollywood City Council.

The City of West Hollywood retains the right to reject any and all bids without cause, regardless of the number of responses received. The City has the right to cancel the program at any time before the award of a contract.

Mandatory Pre-proposal Meeting

Firms wishing to submit proposals must attend an online pre-proposal meeting at **2:00 P.M., October 7, 2021**. The meeting will be conducted via Zoom and include a question-and-answer session. Interested parties who do not attend the pre-proposal meeting will be disqualified.

RFP SCHEDULE

Release of RFP Document	September 27, 2021
Mandatory Pre-proposal Meeting	October 7, 2021
Deadline to submit RFP Questions	October 18, 2021
Answers to RFP Questions	October 25, 2021
Deadline to submit Proposals	November 1, 2021
Evaluation of Proposals	November 2-16, 2021
Panel Interviews/Presentations	November 18, 2021
CONCESSIONAIRE Selection and Notification	December 1, 2021
City Council Approval of Contract	January 17, 2022
Contract Start Date	March 1, 2022

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.

SCOPE OF SERVICES

See **EXHIBIT A**.

TYPE OF AGREEMENT

The type of legal document to be executed is a “CONCESSIONAIRE’S AGREEMENT.” The AGREEMENT offers the CONCESSIONAIRE an economic incentive to provide public parking by maximizing the number of vehicles accommodated at each location. The AGREEMENT is also intended to provide the CONCESSIONAIRE with performance standards and to ensure the CONCESSIONAIRE is in compliance with all applicable regulations, ordinances, and laws. See **ATTACHMENT A**.

TERM OF AGREEMENT

The term of the Agreement awarded as part of this RFP process will be a two-year agreement commencing on March 1, 2022, and ending on June 30, 2024. The City may negotiate two (2) additional two-year terms with the selected vendor at the conclusion of the original term if satisfied with the performance of the vendor.

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 “*contractor*,” “**CONCESSIONAIRE**,” “*proposer*,” “*respondent*” or “*vendor*” means the person, firm, or corporation submitting a proposal on these specifications, or any part thereof.

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

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

EVALUATION CRITERIA

1.	Firm’s Capabilities & Attributes	15 points
2.	Key Personnel	15 points
3.	Operating Policies & Procedures	15 points
4.	Innovation & Technology	25 points

5.	Presentation & Responsiveness to RFP	20 points
6.	Parking Resources	10 points
	Total	100 points

PROPOSAL CONTENT

1.0 Firm's Capabilities & Attributes

- 1.1 Provide the legal name and address of the corporation, limited liability company, limited partnership, or individual responding to the RFP.
- 1.2 Provide the name, title, and contact information of the firm's representative.
- 1.3 Provide a brief overview and history of the firm, including years providing valet parking services.
- 1.4 Provide a list of all current valet parking service contracts located in Los Angeles County. Include the name of the client's representative or contact person, title, telephone number, and email address for each location.
- 1.5 Disclose the name, location, and dates of any contracts or agreements in the Southern California market that have been terminated prior to the expiration date within the past five years.
- 1.6 Disclose all current or pending litigation against your firm and the outcome.
- 1.7 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 for the period ending on the last day of your most recent completed fiscal year or the preceding fiscal year. For firms that are not publicly owned, all financial information provided should be marked "confidential."
- 1.8 Provide three banking or credit references.
- 1.9 Provide a statement of whether any portion of the contract scope will be subcontracted to another vendor, and if so, what those functions will be.

2.0 Key Personnel

- 2.1 Provide an Organizational Chart
- 2.2 Identify the individual that will be directly responsible and prepared to receive communication from the CITY 24 hours a day, 7 days a week.
- 2.3 Identify the operations team, including executives, support staff, managers, and supervisors.
- 2.4 Provide resumes of key personnel.

3.0 Company Policies & Procedures

3.1 Provide copy of your company's employment policy.

3.2 Provide a copy of your company's recruiting, hiring, and training procedures including background checks.

3.3 Provide a copy of your Operations Plan including but not limited to:

- Employee Training Program
- Revenue Control Procedures including tracking the number of vehicles parked
- Storage of keys
- Handling situations when client appears to be under the influence or unable to drive.
- Vehicles left unclaimed after closing.
- Altercations/complaint policy.
- Claims Administration.
- Incidents such as robberies or vehicle theft.
- Alleged hate crimes.
- Complaints of discrimination by employees or the public.

4.0 Innovative Technology Applications

4.1 Describe any technology used to automate or optimize procedures such as:

- Issuing Tickets
- Collecting fees
- Reporting revenues
- Documenting pre-existing vehicle damage
- Tracking vehicle status and location
- Electronic/telephonic vehicle retrieval request
- Documentation/Administration of claims

5.0 Presentation & Responsiveness to RFP

5.1 The most highly qualified firms will be invited to an interview and presentation session.

6.0 Parking Resources

6.1 Provide a list of all parking facilities your company leases, operates, or owns in the City of West Hollywood, including the address and number of usable parking spaces.

7.0 Contract Requirements

7.1 Proposers should review requirements and language in the attached Sample Agreement for Services shown in **ATTACHMENT A**. Any proposed changes to the boiler plate contract language shall be listed in this section. Proposed changes will not have any influence on the evaluation of the proposal but will speed up the process of the selected CONCESSIONAIRE to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney's Office and Risk Management Officer prior to signing the contract documents.

Sample Responses:

"No changes to the standard contract are required or requested"

“Our Legal Department has reviewed the agreement and requested the following modification: Section X, line X change/add/remove....”

SUBMISSION OF PROPOSAL

Proposals must be submitted electronically by **3 PM, November 1, 2021**, on the City's online bid portal:

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

QUESTIONS ABOUT RFP

You may submit questions to the CITY about the RFP no later than noon on **October 18, 2021**, via the City's online bid portal at:

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

All questions received will be responded to via the online bid portal by **October 25, 2021**.

OWNER'S RIGHTS

The City of West Hollywood reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Proposer who has been delinquent or unethical in any former contract with the City of West Hollywood and to take all proposals under advisement for a period of ninety (90) days. No proposer may withdraw its proposal for a period of ninety (90) days after the date from the opening thereof.

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. SERVICES AND PERFORMANCE STANDARDS

1. Customer vehicle drop-off - To be accomplished within five (5) minutes of customer arrival.
 - a. Greet all customers upon their arrival.
 - b. Perform a vehicle inspection for pre-existing damages.
 - c. Assign a valet ticket to the customer's vehicle and keys.
 - d. Take possession of and responsibility for control of the vehicle and vehicle keys.
2. Customer vehicle pickup – Customers waiting to pay and claim vehicle should wait no more than ten (10) minutes during peak periods.
 - a. Customers can pick up vehicle from any valet station, regardless of which valet station the vehicle was dropped off at.
 - b. At a minimum, CONCESSIONAIRE must be able to accept cash, VISA, MasterCard, and American Express as forms of payment.
 - c. The ability to accept NFC payments is preferred and will be factored into the proposal evaluation.
3. The valet operation will operate seven (7) days a week unless the majority of the businesses served are closed, this includes Sundays and holidays.
4. All staff shall be proficient in both written and spoken English.
5. Reports – the CONCESSIONAIRE shall provide a monthly report to the Parking Services Manager summarizing the number of vehicles parked in each CITY facility and the total revenue collected by day of the month.
6. Maximum Parking Fees – Valet parking fees shall not exceed the City Fee Schedule. The parking rates shall be posted at a location and size, subject to the CITY's approval.
7. Communication – The CONCESSIONAIRE shall have the ability to maintain contact with CITY staff through email and mobile telephone during all operating hours.
8. Meetings – The CITY shall require periodic operations meetings with CONCESSIONAIRE at mutually agreed upon times.
9. Uniforms – The CONCESSIONAIRE'S employees shall wear City-approved uniforms and name tags at all times.
10. Valet Stations:
 - The drop-off area must be designed for inclement weather and illuminated during the evening.

- Vehicle keys must be secured at all times.
- Signs must post operating hours, parking fees, price per hour, any parking validations (if applicable), payment forms accepted, and company name and phone number in accordance with WHMC Section 5.120.030 (Operating Requirements).
- The CONCESSIONAIRE shall operate a valet station that is visually compatible with the surrounding environment and provides a path of travel for pedestrians and people with disabilities.
- The valet station must be constructed of durable materials and designed to provide function and security for the duration of the contract. The valet station must be covered.
- The CONCESSIONAIRE is expected to dismantle valet stations every night as mobile units.

11. Use of Right-of-Way - CITY will provide to CONCESSIONAIRE the use of the public right-of-way at certain location(s) as specified herein. The CITY reserves the right to alter the location(s), hours of operation or the number of valet zones for special events and/or in the interest of public safety with reasonable notice to the CONCESSIONAIRE.

12. Living Wage - The CONCESSIONAIRE shall be responsible for documenting compliance with the City's Living Wage and Equal Benefits Ordinances for individuals working under the terms of this AGREEMENT. The CONCESSIONAIRE shall be able to differentiate in its records any payroll and benefits paid to the CONCESSIONAIRE'S employees performed under this AGREEMENT.

13. Employee Background Checks & Training - The CONCESSIONAIRE shall perform criminal and driving background checks for all employees working under this AGREEMENT. Valet attendants shall carry an original CA driver's license at all times. Driver's records shall be checked for traffic violations every six (6) months.

The CITY reserves the right to select the type and content of training under this contract. The training may consist of parking operations or customer service topics, or other areas related to the performance of duties covered in the scope of services. The CITY may request written documentation of employee attendance of training required under the contract. The CITY may require CONCESSIONAIRE to provide additional employee training on a case-by-case basis, as needed during the term of the AGREEMENT.

14. Code of Ethics - The CONCESSIONAIRE hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as **EXHIBIT E**.

15. The CONCESSIONAIRE shall report any incident of alleged hate crimes, discriminatory practices, robberies, or vehicle theft immediately to the local Sheriff's Department.

16. Service Complaint Procedure - The CONCESSIONAIRE shall have a formal procedure for the public to document any complaint of service to the CITY including discourtesy by an

employee, claims of alleged vehicle damage, or theft of property within 72 hours of having knowledge of the complaint. Complaints received by the CITY about the CONCESSIONAIRE shall be forwarded to the CONCESSIONAIRE within 72 hours.

All complaints received by the CONCESSIONAIRE shall be investigated and responded to in writing to the CITY within (10) ten calendar days of receipt of notification of the complaint. The report shall include the results of the investigation and, if applicable, the measures taken to prevent future complaints, including, but not limited to additional training and/or disciplinary action.

17. After-hours Vehicle Retrieval - The CONCESSIONAIRE is responsible for providing a telephone number for arranging the retrieval of vehicles after hours. The telephone number shall be printed on the claim ticket with a disclaimer that vehicles may be cited if they are not picked-up by 8 a.m. The CONCESSIONAIRE may not charge the vehicle owner any additional fees or charges for pick-up after hours.
18. Contract and Municipal Code Compliance – The CONCESSIONAIRE shall comply with the following sections of the West Hollywood Municipal Code (WHMC) at all times:
 - 5.120.010 Definitions
 - 5.120.020 General Requirements
 - 5.120.030 Operating Requirements
 - 5.120.040 Grounds for Revocation
19. The CONCESSIONAIRE is subject to regulation by the Director of the Department of Public Works or the Director’s designee.
20. All relevant records are subject to periodic inspection to determine if the CONCESSIONAIRE is in compliance with Federal, State, and local laws and statutes.
21. The CONCESSIONAIRE is subject to unscheduled inspections to determine if service is meeting all contract requirements and performance standards.
22. The CONCESSIONAIRE must obtain a business license from the West Hollywood Department of Public Works.

SECTION 2. CURBSIDE VALET ZONE LOCATIONS & HOURS OF OPERATION

The CITY authorizes the CONCESSIONAIRE the right to operate curbside valet loading zones for pick-up and drop-off of passengers’ vehicles in the public right-of-way restricted to certain days and hours of operation. Existing valet zones may be removed or re-located, and additional valet zones may be established, based on future traffic patterns and parking demand with approval of the CITY. The valet zones are designated as follows:

1. Valet Zone 1

- a. Location: East side of Robertson Boulevard, between Melrose Avenue and El Tovar Place.
- b. Hours: Monday through Sunday- 6 p.m. to 3 a.m. the following day.

2. Valet Zone 2

- a. Location: North side of Melrose Avenue, between La Peer Drive and Almont Drive.
- b. Hours: Monday through Sunday- 6 p.m. to 3 a.m. the following day.

3. Valet Zone 3

- a. Location: South side of Santa Monica Boulevard, between Robertson Boulevard and San Vicente Boulevard.
- b. Hours: Monday through Sunday- 6 p.m. to 3 a.m. the following day.

4. Valet Zone 4

- a. Location: West side of Robertson Boulevard, between El Tovar Place and Santa Monica Boulevard.
- b. Hours: Monday through Sunday- 6 p.m. to 3 a.m. the following day.

The CONCESSIONAIRE and the CITY may extend hours of operation of the Valet Zones to include daytime hours if demand is warranted.

CITY OF WEST HOLLYWOOD

EXHIBIT B

OPERATING TERMS & COMPENSATION SCHEDULE

The CONCESSIONAIRE may lease CITY-leased or CITY-owned parking facilities for valet parking operations based on the following terms:

- a. Library Plinth Garage, 625 N. San Vicente Boulevard
Seven (7) days per week from 7 p.m. to 3 a.m., the following day.
Lease Payment - \$1,000 per month.

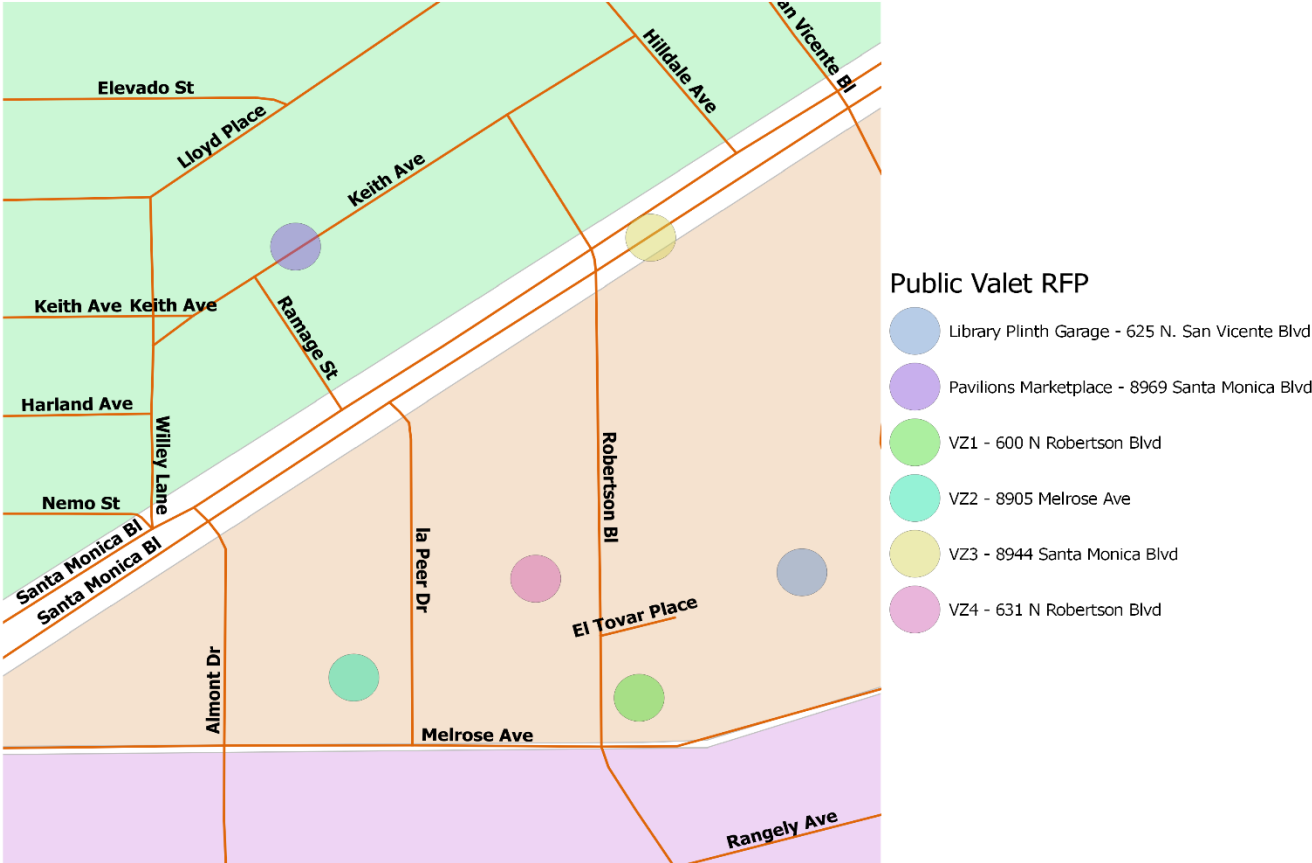
- b. Pavilions Marketplace Upper Deck, 8969 Santa Monica Boulevard
Up to 30 spaces. Seven (7) days per week from 6 p.m. to 3 a.m., the following day;
excluding the two-week period prior to Thanksgiving; the two-week period prior to
Christmas; and the one-week period prior to Halloween.
Lease Payment - \$3,000 per month.

Lease payments are payable on the first calendar day of each month throughout the term of the AGREEMENT, unless the said amount is otherwise amended in writing between the two parties.

CITY OF WEST HOLLYWOOD

EXHIBIT C

MAP OF VALET ZONES AND PARKING FACILITIES



ATTACHMENT A
CITY OF WEST HOLLYWOOD
VALET PARKING CONCESSION AGREEMENT

This Valet Parking Concession Agreement is made on this _____th day of _____, 2022, 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 _____, (hereinafter referred to as the "CONCESSIONAIRE").

RECITALS

A. The CITY proposes to contract for services as outlined below and lists the following definitions:

The words "Valet Company", "Company", "Contractor" or "CONCESSIONAIRE", means the person, firm, or corporation authorized to execute this AGREEMENT.

The word "Services", "Contract Services" or "Scope" means the work assigned to the CONCESSIONAIRE as set forth in "EXHIBIT A," 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.

B. The CITY conducted an RFP issued in Month, Year, and selected CONCESSIONAIRE as the preferred service provider.

C. The CONCESSIONAIRE is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services.

D. NOW, THEREFORE, the CITY and the CONCESSIONAIRE, mutually agree as follows:

1. **CONCESSION GRANTED.** For the consideration set forth herein, CITY hereby grants to CONCESSIONAIRE an exclusive revocable concession to manage valet parking operations for public parking locations provided in "EXHIBIT A," which is attached hereto and incorporated herein by reference.
2. **TERM OF AGREEMENT.** The term of this AGREEMENT shall commence on _____ 2022 and shall expire on _____. The CITY and

CONCESSIONAIRE may mutually agree to extend the term of the AGREEMENT up to two (2) additional two-year periods.

3. **COMPENSATION.** The CONCESSIONAIRE shall compensate the CITY for exclusive control over access to City parking facilities as noted in “**EXHIBIT B**”.

The monthly fee is payable on the first calendar day of each month throughout the term of the AGREEMENT. The fee is payable without regard to whether the CONCESSIONAIRE operates the property for valet parking services or employs an attendant to manage the use of the lot.

Upon extension of the AGREEMENT in writing the CITY shall be entitled to cost-of-living adjustments for properties under the control of CONCESSIONAIRE as part of the AGREEMENT. The amount of the increase shall be based on the increase in the U.S. Department of Labor, Consumer Price Index, All Urban Consumer CPI (Los Angeles-Long Beach-Anaheim) for the 12-month period ending each contract year and for each extension year if the AGREEMENT is extended beyond the initial term.

All staffing, out of pocket expenses and operational costs for the use of the property as a valet parking lot are the responsibility of the CONCESSIONAIRE.

The CONCESSIONAIRE is entitled to all revenue generated by the valet parking operation while under its control, with the exception of revenue collected by the CITY’s pay station equipment.

The CITY and CONCESSIONAIRE may mutually agree to a revised compensation schedule if properties owned or leased by the CITY are removed or added by written amendment to the AGREEMENT.

The CITY reserves the right to exclude CONCESSIONAIRE’S service for special events. Special events include, but shall not be limited to Halloween Carnival, Pride Festival in June, and the Academy Awards in February. The CITY reserves at its discretion the right to approve additional special events to which this AGREEMENT does not apply, and which may interrupt performance of the services. The CITY agrees to prorate lease payments based on parking location(s) and number of days the special event impacts operations of the CONCESSIONAIRE.

4. CONTRACT ADMINISTRATION.

- 4.1. **The CITY's Representative.** Unless otherwise designated in writing, the Parking Services Manager shall serve as the CITY's representative for the administration of this AGREEMENT. All activities performed by the CONCESSIONAIRE shall be coordinated with this person.
- 4.2 **Manager-in-Charge.** For the CONCESSIONAIRE, _____ shall be in charge of the project on all matters relating to this AGREEMENT and any AGREEMENT or approval made by him shall be binding on the CONCESSIONAIRE. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONCESSIONAIRE upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONCESSIONAIRE as necessary to facilitate performance of the services.
- 4.4 **Personnel.** The CONCESSIONAIRE represents that it has or will secure at its own expense all personnel required to perform the services under this AGREEMENT. All the services required under this AGREEMENT will be performed by the CONCESSIONAIRE or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONCESSIONAIRE reserves the right to determine the assignment of its own employees to the performance of the CONCESSIONAIRE's services under this AGREEMENT, but the CITY reserves the right, for good cause, to require the CONCESSIONAIRE to exclude any employee from performing services on the CITY's premises.

5. TERMINATION.

- 5.1. **Termination for Convenience.** Either party may terminate this AGREEMENT without cause and in its sole discretion at any time by giving the other party sixty (60) days' written notice of such termination. In the event of such termination, the CONCESSIONAIRE shall cease services as of the date of termination and shall compensate the CITY for any amount outstanding.

5.2 **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 CONCESSIONAIRE 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 CONCESSIONAIRE shall be responsible for any additional costs incurred by the CITY in securing the services from another CONCESSIONAIRE.

6. INDEMNIFICATION. CONCESSIONAIRE shall indemnify and hold harmless City from and against all liability arising out of or in connection with CONCESSIONAIRE'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 CONCESSIONAIRE's negligent or wrongful performance under this Agreement, CONCESSIONAIRE 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 CONCESSIONAIRE, or should City otherwise find CONCESSIONAIRE's legal counsel unacceptable, then CONCESSIONAIRE 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. CONCESSIONAIRE 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.

7. INSURANCE REQUIREMENTS

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

7.1.1. **Workers' Compensation Coverage.** The CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE'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 CONCESSIONAIRE for City. This provision shall not apply if the CONCESSIONAIRE has no employees performing work under this Agreement. If the CONCESSIONAIRE has no employees for the purposes of this Agreement, the CONCESSIONAIRE shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "**EXHIBIT D.**"

- 7.1.2. General Liability Coverage. The CONCESSIONAIRE 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.
- 7.1.3. Automobile Liability Coverage. The CONCESSIONAIRE shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONCESSIONAIRE 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 one million dollars (\$1,000,000) combined single limit for each occurrence. If CONCESSIONAIRE or CONCESSIONAIRE's employees will use personal autos in any way on this project, CONCESSIONAIRE shall obtain evidence of personal auto liability coverage for each such person.
- 7.1.4. Garage Keepers Legal Liability Insurance. The CONCESSIONAIRE shall procure and maintain in force

Garage Keepers Legal Liability Insurance with limits of no less than one million (\$1,000,000).

7.1.5. Employee Fidelity Coverage. Employee Fidelity Coverage shall be provided with a limit of \$50,000.

7.2. 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. CONCESSIONAIRE also agrees to require all contractors and subcontractors to do likewise.

7.2.1. "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 CONCESSIONAIRE, including materials, parts, or equipment furnished in connection with such work or operations."

7.2.2. 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.

7.2.3. 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.

7.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONCESSIONAIRE 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.

7.2.5. 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.

- 7.2.6. 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.
- 7.2.7. 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.
- 7.2.8. CONCESSIONAIRE agrees to provide immediate notice to City of any claim or loss against CONCESSIONAIRE 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.

7.3. 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 CONCESSIONAIRE (as the named insured) should CONCESSIONAIRE 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. CONCESSIONAIRE understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONCESSIONAIRE as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONCESSIONAIRE's behalf upon the CONCESSIONAIRE'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 CONCESSIONAIRE for breach of this Agreement in addition to any other damages incurred by City due to the breach.

7.4. Certificates of Insurance. The CONCESSIONAIRE 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 CONCESSIONAIRE shall

provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

7.5. Failure to Procure Insurance. Failure on the part of the CONCESSIONAIRE to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 5.2 above.

8. 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 CONCESSIONAIRE. Assignments of any or all rights, duties, or obligations of the CONCESSIONAIRE under this AGREEMENT will be permitted only with the express consent of the CITY. The CONCESSIONAIRE 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 CONCESSIONAIRE 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.

9. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The CONCESSIONAIRE shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1. Taxes. The CONCESSIONAIRE agrees to pay all required taxes on amounts paid to the CONCESSIONAIRE 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 CONCESSIONAIRE relationship created by this AGREEMENT. In the event that the CITY is audited by any Federal or State agency regarding the independent CONCESSIONAIRE status of the CONCESSIONAIRE and the audit in any way fails to sustain the validity of a wholly independent CONCESSIONAIRE relationship between the CITY and the CONCESSIONAIRE, then the CONCESSIONAIRE agrees to

reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

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

9.3. Licenses. The CONCESSIONAIRE 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 CONCESSIONAIRE to practice its profession. The CONCESSIONAIRE represents and warrants to the CITY that the CONCESSIONAIRE 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 CONCESSIONAIRE to practice its profession. The CONCESSIONAIRE shall maintain a City of West Hollywood business license, if required under CITY ordinance.

9.4. Possessory Interest. The CONCESSIONAIRE shall pay all personal property taxes and possessory interest taxes (as defined and provided in Section 107 et seq. of the California Revenue and Taxation Code) attributable to CONCESSIONAIRE'S activities levied by any taxing authority.

9.5 Code of Ethics. CONCESSIONAIRE hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as **EXHIBIT E**.

10. CONFLICT OF INTEREST. The CONCESSIONAIRE 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 CONCESSIONAIRE 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.

11. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

The CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE 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.

12. LIVING WAGE ORDINANCE. The CONCESSIONAIRE shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this AGREEMENT, the CONCESSIONAIRE shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

13. EQUAL BENEFITS ORDINANCE, No. 03-662. The CONCESSIONAIRE shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this AGREEMENT, the CONCESSIONAIRE 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 CONCESSIONAIRE'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.

14. RESTRICTIONS: Arab League Boycott of Israel. The CONCESSIONAIRE hereby affirms it does not honor the Arab League Boycott of Israel.

15. RECORDS AND AUDITS. The CONCESSIONAIRE 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 CONCESSIONAIRE for a period of three years after the expiration of this AGREEMENT.

16. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the CITY shall own all documents and other work product of the CONCESSIONAIRE, except the CONCESSIONAIRE'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 CONCESSIONAIRE, but any re-use of such documents by the CITY on any other project without prior written consent of the CONCESSIONAIRE shall be at the sole risk of the CITY. The CONCESSIONAIRE shall at its sole expense provide all such documents to the CITY upon request.

17. INDEPENDENT CONCESSIONAIRE. The CONCESSIONAIRE is and shall at all times remain as to the CITY a wholly independent CONCESSIONAIRE. Neither the CITY nor any of its agents shall have control over the conduct of the CONCESSIONAIRE or any of the CONCESSIONAIRE's employees or agents, except as herein set forth. The CONCESSIONAIRE 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 CONCESSIONAIRE 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.

18. 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 Boulevard

West Hollywood, CA 90069-6216
Attention: Parking Services Manager

CONCESSIONAIRE:

Attention:

19. GOVERNING LAW. This AGREEMENT shall be governed by the laws of the State of California.

20. 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.

21. 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.

22. 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.

23. AUTHORITY TO ENTER AGREEMENT. The CONCESSIONAIRE 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 Month, 2022.

CONCESSIONAIRE:

Name, Title

CITY OF WEST HOLLYWOOD:

Jackie Rocco, Director of Public Works

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

CITY OF WEST HOLLYWOOD
EXHIBIT D

**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.

CONCESSIONAIRE Signature _____

Printed Name of CONCESSIONAIRE _____

Date _____

EXHIBIT E

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

The purpose of this Code of Ethics (“Code of Ethics”) is to define the ethical standards for CONCESSIONAIRES providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY’s goals of providing professional services to the public. All CONCESSIONAIRES hired by the CITY shall pledge in writing to abide by the CITY’s Code of Ethics.

Policy 1. CONCESSIONAIRES shall be committed to the CITY.

Rules:

1.1 CONCESSIONAIRE will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONCESSIONAIRE will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONCESSIONAIRE will only accept assignments for which CONCESSIONAIRE possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONCESSIONAIRE will ensure that CONCESSIONAIRE has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONCESSIONAIRE will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONCESSIONAIRE or any third party, without the CITY’s express written permission.

1.6 CONCESSIONAIRE will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONCESSIONAIRE believe may influence the judgment or objectivity of CONCESSIONAIRE.

1.7 CONCESSIONAIRE will offer to withdraw from a consulting assignment when CONCESSIONAIRE believes the objectivity or integrity of the CONCESSIONAIRE may be impaired.

Policy 2. CONCESSIONAIRES shall be committed to fiscal integrity.

Rules:

2.1 CONCESSIONAIRE will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2 CONCESSIONAIRE will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclosure in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONCESSIONAIRES shall be committed to the public and the profession.

Rules:

3.1 CONCESSIONAIRE will report to the CITY Manager any violation of this Code of Ethics, dangerous behavior, or illegal activities witnessed by the CONCESSIONAIRE during the performance of the services for the CITY.

3.2 CONCESSIONAIRE will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.

3.3 CONCESSIONAIRE will represent the profession with integrity and professionalism in relations with clients, colleagues, and the public.

3.4 CONCESSIONAIRE will not advertise services in a deceptive manner or misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.

3.5 CONCESSIONAIRE will promote adherence to the Code of Ethics by other member CONCESSIONAIRES working on CONCESSIONAIRE's behalf.

Approved by City Council Minute Order on February 3, 2020