

REQUEST FOR PROPOSALS

CITY OF WEST HOLLYWOOD
LOBBYIST AND ADVOCACY SERVICES



Date Released: January 11, 2022

REVISED Submission Deadline: Friday, February 11, 2022 by 5PM

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ABOUT THE CITY OF WEST HOLLYWOOD

The City of West Hollywood is like no other city in the world. In 1984, the idea for the city was proposed and advocated for by an unlikely coalition of LGBT activists, seniors, and renters.

Through tireless determination, the City of West Hollywood was [officially incorporated](#) as an independent city on November 29, 1984. Previously, West Hollywood had been an unincorporated section of Los Angeles County. The first West Hollywood City Council in 1984 established West Hollywood as the first city in the nation to have a majority openly gay governing body.

Located in the heart of metropolitan Los Angeles, at 1.9 square miles, West Hollywood is a robust economic and cultural center instilled with idealism and creativity. West Hollywood shares boundaries with the cities of Beverly Hills and Los Angeles. The city is a general law city that follows the laws of the State of California. It is governed and managed by a City Council-City Manager form of government, where five elected Councilmembers set policy and delegate the management of day-to-day operations and implementation of policies to the city manager and city staff. Law enforcement is provided by the Los Angeles County Sheriff's Department and fire protection is provided by the Los Angeles County Fire Department.

The City Council has, throughout the years, created different Commissions and Advisory Boards. There are currently nine City Commissions, including: Arts & Cultural Affairs, Business License, Historic Preservation, Human Services, Planning, Public Facilities, Public Safety, Rent Stabilization, and Transportation. The City Council has also created Advisory Boards, which advise the City Council on needed programs and on proposed/existing policies. Currently, the city has six Advisory Boards, including: Disabilities Advisory Board, Lesbian & Gay Advisory Board, Russian Advisory Board, Senior Advisory Board, Transgender Advisory Board, and Women's Advisory Board.

More than 40 percent of West Hollywood's residents identify as lesbian, gay, bisexual, or transgender. West Hollywood is also home to a [thriving community](#) of nearly 4,000 people from regions of the former Soviet Union — this represents approximately 11 percent of the City's population. Additionally, nearly 20% of West Hollywood's population are seniors.

A spirit of community activism and civic pride thrives in West Hollywood for many of its approximately 37,000 residents. For more than three decades, West Hollywood has been one of the most influential small cities in the nation; no other city of its size has had a greater impact on the national progressive public policy agenda.

West Hollywood has set new standards for other municipalities, not only as a leader in many critical social movements — including HIV and AIDS advocacy; affordable and inclusionary housing; LGBT rights, civil rights, and human rights; women's rights; protection of our environment; and animal rights — but also in fiscal responsibility; city planning;

infrastructure; social services programs; wellness and recreation programs; senior services and aging-in-place programs; public and community arts; community engagement; and innovation.

The city's advocacy and services priorities are reflected in the city's [core values](#), which include: respect and support for people; responsiveness to the public; idealism, creativity, and innovation; quality of residential life; promotion of economic development; public safety; and responsibility for the environment.

The City of West Hollywood is filled with rich history. People from all over the globe visit West Hollywood for its iconic destinations such as The Sunset Strip for its unparalleled historical connection to music, entertainment, architecture, fashion, and culture-making; for Santa Monica Boulevard's historic LGBT destinations and entertainment establishments; and for the Design District's shopping, galleries, and restaurants. We encourage you to check out the [Top 17](#) things about West Hollywood from our website.

FOCUS OF THIS RFP

The City of West Hollywood is seeking to retain one or more lobbyists to represent the interests and advance the city's legislative agenda at the state and federal levels. Proposers are not required to apply for both state and federal lobbying and advocacy services. Ideal candidates will be proven lobbyists that have significant experience and relationships with state and/or federal representatives, capital staff, state and/or federal agency staff, and other industry lobbyists. It is also desirable that candidates be familiar with West Hollywood's uniqueness as a municipal government that in many ways has been a leader in LGBTQIA equality, a strong and pioneering advocate for funding and compassionate services for people living with HIV/AIDS and other social services, and an advocate for protecting women's right to choose and reproductive freedom. In addition, the city has a long track record of advocating for humane and compassionate policies for individuals with disabilities, for relevant support services for seniors and supporting immigrants from the former Soviet Union and others who may seek to make West Hollywood home.

For firms applying for state lobbying and advocacy services, it is highly desirable that a lobbyist within the firm is dedicated to West Hollywood and does not have any other municipal clients or other significant potential conflicts of interest. For sole proprietors applying for state lobbying and advocacy services it is highly desirable that they do not have any other municipal clients or other significant potential conflicts of interest starting at the time they enter into a contract with the city.

As a progressive city, equity and inclusion is important to West Hollywood. Ideal candidates will be able to demonstrate the importance of equity and inclusion for them and/or their firm. Candidates should also show how equity and inclusion is incorporated into their work and/or into their firm's culture.

For over 35 years the city contracted with Helyne Meshar and Associates for state lobbyist services. Ms. Meshar's office was located in Sacramento and West Hollywood was her only municipal government client. Ms. Meshar advocated for a number of important legislative priorities for the city, including equal protections for the LGBTQIA community, dedicated infrastructure funding for the city, and a wide array of unique policy positions of the city. Ms. Meshar maintained close working relationships with the city's state representatives, capital staff, government agency staff, and other lobbyists, and was the city's "eyes and ears" and expert navigator in Sacramento on a day-to-day basis. The city is seeking a state lobbyist that can continue to provide this level of service.

The city has not had a federal lobbyist for over a decade. At this time, the city is interested in reestablishing a presence at the federal level. The city is primarily seeking a lobbyist that can help the city secure federal funding, advocate for the city's policy and financial needs, and be an expert navigator of the federal government.

CITY'S LEGISLATIVE AFFAIRS TEAM, 2018 CITY COUNCIL-APPROVED LOBBYING & ADVOCACY PLAN, AND CITY LEGISLATIVE PRIORITIES

As mentioned before, the City Council sets policy and city staff ensures implementation of the Council's directions. City staff includes a team of local government professionals that support the City Manager's and the City Council's actions. The Community & Legislative Affairs (CLA) team operates according to the Lobbying & Advocacy Plan approved by the City Council in December 2018. This plan enables the city's legislative affairs team to evaluate legislative initiatives, in collaboration with the city's key staff and lobbyists, and determine if the legislation proposed is consistent with the Council-approved 2021-2022 Legislative Priorities or not. The plan also affords staff the authority to take actions on positions for the city on a given issue/legislation and communicate such position to legislators and/or governmental agencies. A copy of the Lobbying & Advocacy Plan and current 2021-2022 Legislative Priorities can be found at www.weho.org/legislative

SERVICES

Successful candidates will possess significant demonstrable experience in lobbying and advocacy at the state and/or federal levels. The retained individuals or firms shall be able to develop or shall already have relationships the city's representatives and shall have existing relationships with state and/or federal governmental staffers both within the state and federal capitals, at governmental agencies, and with other industry lobbyists. The ideal candidates will have strong existing relationships at the state and/or federal levels with all of the individuals indicated previously, in order to act as trusted advisors,

lobbyists, and expert navigators for the city.

Specifically, the requested services may include but are not limited to the following:

- Monitoring/tracking of bills that may impact the city's interests in accordance with the legislative priorities established by the City Council.
- Work closely with CLA staff to assess the impact of certain bills/administrative decisions and to develop a response from the city either in support, opposition, or seek amendments to bills or administrative rules.
- Host, in collaboration with CLA staff, a weekly legislative briefing for key city staff. During the weekly legislative briefing, the lobbyist(s) will provide major highlights and information on priority bills that require the city's attention.
- Represent the city and meet with legislators, their staff, and governmental agency officials to advance the city's legislative agenda and interests.
- Testify at committee hearings and other meetings on behalf of the city.
- Track and review press releases, informational bulletins, and other important information released by the state and federal governments and their agencies.
- Work closely with the city's state and federal representatives, and city staff, to draft and develop legislation on matters of importance to the city. Once legislation is introduced the city's lobbyist(s) are expected to act as champion of the proposed legislation, including, meeting with state and federal elected officials to advance such initiative, assist with drafting advocacy materials, gain support from other agencies and partners, and to provide collaborative strategic guidance to the city and its representatives.
- Review and notify city staff of relevant and significant state and/or federal grants.
- Advocate for city funding in the state and federal budgets, through grants and legislation, and through any other appropriate means.
- Maintain strong working relationship with lobbyists representing other cities, governmental agencies, non-profits, and advocacy groups.
- Assist with development of coalitions with like-minded partner organizations such as the National League of Cities (NLC), the League of California Cities (CalCities), the California Contract Cities Association (CCCA), and other advocacy groups that share the goals and objectives of the city, its residents and the business community.
- Other tasks as deemed appropriate and necessary by the city.

ELIGIBILITY

The RFP is open to highly experienced and qualified firms or professionals. Applicants who meet the minimum qualifications below are invited to apply:

- At least 7 years of lobbying and advocacy experience at either the state or federal level on behalf of public sector agencies such as local governments, nonprofits, community-based organizations, educational institutions, and/or businesses. Applicants should have significant experience working with public officials and their staff, and experience and knowledge in the following subject matters:
 - Transportation funding and legislation
 - Cannabis legislation and state cannabis regulations
 - Housing policy, rent stabilization, and affordable housing funding
 - Local government regulations
 - Water issues
 - Federal earmark process (for federal lobbyists)
 - Animal welfare issues
 - LGBTQIA equality and legislation
 - Social Justice and inclusion
 - Sustainability and climate action
- It is highly desirable that firms applying for state lobbying services dedicate an individual to West Hollywood that does not have any other municipal clients and potential conflicts of interest. For sole proprietors applying for state lobbying services, it is highly desirable that they do not have any other municipal clients and potential conflicts of interest at the time they enter into a contract with the City.
- Proposers for state lobbying and advocacy services (or the lobbyist dedicated to West Hollywood) should be primarily based in Sacramento and proposers for federal lobbying and advocacy services should have a primary office in Washington, DC.
- Ability to meet the city's contractual and insurance requirements (see Appendix A – Contract & Insurance Requirements).

SELECTION & EVALUATION PROCESS

The city's executive management team will convene a group of key staff to review submissions responding to this RFP to select a qualified firm or professional. Proposals will be evaluated primarily based on the proposers' experience, including their breadth of

experience and relationships in either Sacramento or Washington, DC. The reviewers will also assess the proposer's knowledge of West Hollywood, their understanding of the key issues facing the city, and their proposed budget. The completeness, organization, and quality of the response will also be evaluated. Interviews (by video) may be scheduled as part of the evaluation process. The city reserves the right to select the proposer, or combination of proposers, that best meet the needs of the city.

TO APPLY

Proposals must be submitted via the city's online proposal platform PlanetBids at <https://pbsystem.planetbids.com/portal/22761/portal-home> Registration with PlanetBids is free and required in order to submit a response to this RFP. No emailed, mailed, or faxed submissions will be accepted. Submissions not made through PlanetBids will be disqualified. Please allow adequate time to register with PlanetBids. The city encourages applicants to register with PlanetBids in advance of the submittal date and familiarize themselves with the platform. The City is not responsible for any technical issues that the applicant may encounter, such as slow internet speeds and upload times.

Submittals must include the following components.

1. A **Cover Letter** addressed to:

City of West Hollywood

c/o Hernan Molina, Governmental Affairs Liaison

West Hollywood City Hall

The letter should include the following:

- a. Your interest in working with the city and the services you offer, including whether you will provide state and/or federal lobbying and advocacy services.
 - b. A brief statement describing your experience in lobbying and advocating for local governments at either the state or federal level.
 - c. A brief statement that demonstrates your familiarity with West Hollywood's history, uniqueness, and legislative priorities. A copy of the current 2021-2022 Legislative Priorities can be found at www.weho.org/legislative
 - d. A brief statement demonstrating your familiarity with the issues facing local governments in California, such as housing affordability, homelessness, local rule v. state/federal government preemption of such local rule, etc.
 - e. Why you believe you or your firm is an ideal fit for the City of West Hollywood.
2. **Experience.** Please provide a summary of your (or your firm's) qualifications and

relevant experience.

3. **Staffing.** Please describe how you propose to staff this contract. Which individuals will be working with the City of West Hollywood, and if a firm is the applicant, what will be the full scope of resources available to the city?
4. **Action Plan.** Please describe how you will implement the services requested in this RFP.
5. **References.** List at least 3 references for similar work. Preference is for references related to public sector or public facing work. References should include the name of the client, the services provided, the dates of the engagement, and a contact name, phone number, and email. The city may contact references.
6. **Pricing.** Provide your proposed pricing and budget for the engagement. The city prefers to enter into a flat fee contract that will be paid monthly.
7. **Conflict of Interest.** Provide a statement that you do not have any conflicts of interest. If you may have a real, perceived, or potential conflict of interest, disclose those in your application. Applicants will not be automatically disqualified for disclosing a real, perceived, or potential conflict.
8. **Optional.** Provide a link to a video of your services in action.
9. **Optional.** Provide a link to other relevant materials you feel would help the city evaluate your qualifications.

SCHEDULE AND SUBMITTAL

Complete submissions must be received by **Friday, February 11, 2022 at 5 pm PST**. The city must abide by this deadline in the interest of fairness in public processes.

January 11, 2022	RFP released
January 31, 2022 by 5 pm	Deadline to submit questions
February 11, 2022 by 5pm	Proposal submittal deadline
February 15-22, 2022	Applicant Interviews (as deemed necessary by the city)
February 24, 2022	Selected candidates announced
March 15, 2022	Contracts Approved by City Council
March 16, 2022	Contract Start Date

The city reserves the right, at its sole discretion, to adjust this schedule, as it deems it necessary.

The city requests that applicants provide concise proposals while still providing all of the required information.

RFP RELATED QUESTIONS AND RESPONSES

All RFP related questions should be submitted to Hernan Molina, Governmental Affairs Liaison, hmolina@weho.org by 5pm Pacific Time on Tuesday, January 18, 2022. Responses to all questions will be posted to PlanetBids by Friday, January 21, at 5pm Pacific Time. All registered applicants on PlanetBids will be able to view the responses.

ADDITIONAL INFORMATION

The city reserves the right to reject any and all applications when such rejection is in the best interest of the city or the submission contains irregularities. Minor irregularities of the submission may be waived by the city. The city also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other submissions.

The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the city. At the sole judgment of the city, submissions are subject to disqualification on the basis of a conflict of interest. Applicants are required to identify if they have a conflict of interest.

Applicants who are selected to enter a contract with the city will be required to accept the city's terms and conditions, and insurance requirements, as outlined in the attached agreement.



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Exhibit A

Contract & Insurance Requirements

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

This Agreement is made on this [REDACTED]th day of [REDACTED], 2020, 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 CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- D. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20__ unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$[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 officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys 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 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 attorneys 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 officers, 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.

8. INSURANCE REQUIREMENTS.

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

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement,

including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
- 10.4. **Code of Ethics.** CONTRACTOR 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.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion,

medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

Special Payment Terms:

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

NONE

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation
with No Employees

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit B

The purpose of this Code of Ethics (“Code of Ethics”) is to define the ethical standards for CONTRACTORS 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 CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY’s Code of Ethics.

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR 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, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR 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 CONTRACTOR or any third party, without the CITY’s express written permission.

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

2.1 CONTRACTOR 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 CONTRACTOR 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. CONTRACTORS shall be committed to the public and the profession.

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit B**

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

REQUEST FOR EVIDENCE OF INSURANCE – PLEASE PROVIDE THIS TO YOUR INSURANCE AGENT FOR PROPER PROCESSING

Please email your insurance documentation outlined below to: certificates-weho@riskworks.com

OR

You may also upload your required insurance documentation directly to:

<http://weho.riskworks.com/applications/Compliance/Attestation/Submission.aspx>

For any specific questions please reach out to EXIGIS Risk Management Services at support@exigis.com or 800-430-1589 OR Aileen Ward with the City’s Risk Management (award@weho.org) or at 323-848-6509.

Your required insurance documentation is as follows:

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

Required Coverages & Endorsements:

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

***REQUIRES THAT YOU SUBMIT POLICY ENDORSEMENTS either CG 20 26, CG 20 12, or for service providers both the CG 20 10 & CG 20 37**

➤ Include a **Waiver of Subrogation Endorsement** for the following:

- ✓ Commercial General Liability
- ✓ Workers Compensation Coverage

****REQUIRES THAT YOU SUBMIT A COPY OF EACH POLICY ENDORSEMENT****

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

****REQUIRES THAT YOU SUBMIT A COPY OF THE POLICY ENDORSEMENT****