

**CITY OF
WEST HOLLYWOOD**

REQUEST FOR PROPOSALS

Public Housekeeping Training Organization

Issued on February 25, 2022
City Manager's Department
City of West Hollywood

Proposals Due
March 25, 2022
4pm PT via [PlanetBids](#)



EXECUTIVE SUMMARY

Provide Public Housekeeping Training to West Hollywood's hotel industry workers as a certified Public Housekeeping Training Organization.



The City of West Hollywood is inviting proposals from qualified organizations interested in being certified as a Public Housekeeping Training Organization. Certified Organizations will be designated to provide Public Housekeeping Training to West Hollywood's hotel industry workers who clean rooms in accordance with West Hollywood Municipal Code Chapter 5.127.

Beginning July 1, 2022, hotel employers are required provide public housekeeping training by contracting with a certified third-party entity to provide six hours of training to staff on a variety of topics included in the Ordinance including workers' rights and responsibilities, best practices for identifying and responding to suspected instances of human trafficking, domestic violence, or violent/threatening conduct, best practices for effective cleaning techniques, best practices for identifying and avoiding insect/vermin infestation, and best practices for identifying and responding to other potential criminal activity.

According to the West Hollywood Travel + Tourism Board, 25 percent of the City's labor force works in hospitality and food services. Currently, there are 18 hotels open in West Hollywood, ranging from 14 rooms to 285 rooms, totaling 2,566 rooms in the City. The cities of Santa Monica, Long Beach, Emeryville, Oakland, and Seattle have also adopted Ordinances that include some or all of the provisions of West Hollywood's Hotel Worker Protection Ordinance.

We look forward to reading your proposals.

David Wilson
City Manager
City of West Hollywood

WEST HOLLYWOOD OVERVIEW

Background Info

The City of West Hollywood is located in urban Los Angeles County, with Beverly Hills to the west, Hollywood to the east, the Hollywood Hills to the north, and the Fairfax District to the south. The City is 1.9 square miles in size and home to approximately 35,000 residents.

Tourism is a major economic driver in the City of West Hollywood. People from all over the globe and from throughout the region visit West Hollywood for its iconic destinations. The Sunset Strip is known for its unparalleled historical connection to music, entertainment, architecture, fashion, and culture-making. Santa Monica Boulevard includes historic LGBTQ destinations and entertainment establishments. The southern boundary of the City includes the Design District with boutique and name-brand shopping, galleries, and restaurants.

West Hollywood is known for its progressive public policies and sensitivity to LGBTQ, civil rights, and human rights issues. The City administers extensive support for its seniors, youth, and other constituents, including housed and unhoused community members, through its robust social services programs. The provision of stable housing through rent stabilization is a core value. The City also has a substantial capital improvements plan to ensure roads and sidewalks are safe and clean and to maintain public facilities such as parks, recreation centers, public parking, the library, and City Hall.



PUBLIC HOUSEKEEPING TRAINING

Project Description

The West Hollywood City Council adopted Ordinance No. 21-1172 on August 3, 2021, to enhance protection of hotel workers in the local hospitality industry (Exhibit C). Per the Ordinance, the City is seeking to designate and certify at least one Public Housekeeping Training Organization (Referred to as the "Training Organization") to provide the required hotel housekeeping training to the City's Room Attendants by December 31, 2022, provide recertification training to those Room Attendants every five (5) years thereafter, as well as provide periodic training for newly hired Room Attendants.

**RFP
SCHEDULE**
Submit on Planet Bids

RFP Issued by the City

February 25, 2022

Deadline for Questions

March 11, 2022, 4pm PT

Proposal Due Date

March 25, 2022, 4pm PT

Interviews and Evaluations

April 2022

Awarding of Contract and Contract
Signing

April/May 2022

Project Kickoff

May 2022



SCOPE OF WORK

Minimum Deliverables

Overview

The City of West Hollywood is soliciting proposals from organizations to provide the required Public Housekeeping Training as outlined in section 5.127.060. The City will select at least one (1) qualified organization to be certified and designated as a Training Organization to provide public housekeeping training, conduct examinations, and issue certificates to all the City's Room Attendants starting in 2022. The City will consider designating more than one qualified Training Organization.

Duties

- Responsible for providing a Public Housekeeping Training Program to all of West Hollywood's Room Attendants.
- Administering a Public Housekeeping Examination.
- Issuing a Public Housekeeping Certificate to each Room Attendant who has successfully completed the training program and examination.

The Training Organization(s) will need to provide sufficient training opportunities to accommodate all of West Hollywood's Room Attendants in order for them to successfully obtain their training certificates by December 31, 2022.

Training Program

The training program should provide at least six (6) hours of live (in-person or virtual) and interactive training per employee and need not provide training on topics that are separately required by State or local law.

The hotel employers will be responsible for paying the cost of their employees to take the Public Housekeeping Training and Public Housekeeping Examination to receive a Public Housekeeping Certificate that will be valid for five (5) years.

Ongoing Support

The Training Organization will be required to provide recertification to those Room Attendants every five (5) years as well as provide periodic training opportunities for newly hired Room Attendants.

Reporting

Upon completion of the training, the Training Organization will be responsible for submitting a report to the City within five (5) days:

- Of the training course to document the date on which the training was held.
- All hotel workers who took the training course.
- Their affiliated employers and those that passed the exam of basic proficiency in the required training elements to receive a Public Housekeeping Certificate.



EVALUATION AND SELECTION

Proposal Review and Evaluation Criteria

Proposals shall be examined and evaluated by the City to determine whether each proposal meets the requirements of this RFP. No single criterion will dictate the City's ultimate selection. The importance of these factors involves judgment on the part of the City and will include both objective and subjective analysis. A proposal that fails to address any one or more critical specifications of the RFP may be disqualified from consideration. Selection will be based on the following criteria:

Approach

Describe your understanding of the training requirements, outline the training approach, subject matter, training methods, languages available for training programs and testing, and testing methodology as well as training approach for recertifications. Include deliverables, milestones, assumptions, and identify potential risks that could delay the implementation of a training and certification program. Please highlight and identify what State law training requirements the proposed training program will not include.

Fee

Provide a proposed fee per Room Attendant to attend the Public Housekeeping Training Program, take the Public Housekeeping Examination, and receive a Public Housekeeping Certificate. If applicable, provide proposed fee per Room Attendant if the training is provided in a different language. Additionally, outline the fee for recertification per Room Attendant as well as any other fee per Room Attendant who to retake the Public Housekeeping Examination if they are unsuccessful in passing the basic proficiency upon completion of the Public Housekeeping Training Program. Identify the hourly rate of pay for all personnel involved in the Public Housekeeping Training Program in the proposal.

Responsiveness

How well the overall proposal meets the City's needs.

Experience & Qualifications

The Training Organization must meet the following requirements set forth in West Hollywood Municipal Code Chapter 5.127 including:

1. Demonstrated experience providing training to hotel workers or immigrant, low-wage workers.
2. Ability to provide and utilize interactive teaching strategies that engage across multiple literacy levels.
3. Utilization of trainers/educators who are culturally competent and fluent in the language or languages that hotel workers understand.
4. Demonstrated knowledge of the following training areas:
 - Hotel worker rights and hotel employer responsibilities as outlined in West Hollywood Municipal Code Chapter 5.127
 - Best practices for identifying and responding to suspected instances of human trafficking, domestic violence, or violent or threatening conduct.
 - Best practices for effective cleaning techniques to prevent the spread of disease.
 - Best practices for identifying and avoiding insect or vermin infestations.
 - Best practices for identifying and responding to the presence of other potential criminal activity.

References

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

EVALUATION AND SELECTION

Proposal Review and Evaluation Criteria



Notification of Intent to Award

A Notification of Intent to Award may be sent to any vendor selected for the project. Award is contingent upon the successful negotiation and execution of a final contract. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contracting cannot be concluded successfully, the City may negotiate a contract with next best proposer (as determined by the City) or withdraw the RFP.

Interviews

The City may request that selected vendors make a presentation of their proposal to City during the RFP evaluation period. This presentation will provide vendors the opportunity to detail their work plan, experience, approach, and capabilities to ensure thorough understanding in conjunction with the City's needs. The interviews and presentations will take place by webinar. All expenses incurred by the vendor for participating in the presentations will be the responsibility of the proposer.

PROPOSAL INSTRUCTIONS

**Proposal Due by
March 25, 2022 at
4pm PT via
PlanetBids**

[Link to Bid](#)

PlanetBids Submission

This RFP will be fully administered through the PlanetBids Bid Management System (PlanetBids).

The Vendor shall submit one (1) digital copy of their Proposal on PlanetBids. This is considered the Vendor's "Response File" in the PlanetBids system. Proposals received after this time and date shall not be accepted. No oral, telephonic, faxed, or emailed proposals or modifications of proposals shall be considered.

The Vendor is solely responsible for "on time" submission of their electronic proposal Response File via PlanetBids through the following link:

<https://pbsystem.planetbids.com/portal/22761/portal-home>.

Failure of the Vendor to successfully submit an electronic proposal shall be at the Vendor's sole risk and no relief will be given for late and/or improperly submitted proposals.

Proposal Page Limit

Proposals must be clear, succinct, and not exceed 20 pages, excluding optional communications materials.

Proposal Organization

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

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



Cover Letter. An overall introduction to the Proposal is required, including a statement of the Vendor's understanding of the needs of the City. The Cover Letter must state the name of the person(s) authorized to represent the Vendor in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and email addresses. A legal representative of the Vendor, authorized to bind the company in contractual matters must sign the Cover Letter.

Executive Summary. Include a brief understanding of the work to be done and commitment to perform the work. Describe why you are the best qualified to perform the requested services. State that you/your company has reviewed all of the general requirements of the RFP and can fully comply with those requirements.

Company Background. Vendors must provide their response to the following statements and questions in this section of their Proposal.

- Name and address of your organization and the individual/corporate officer authorized to execute this agreement.
- A brief description of your organization's history, ownership, organizational structure, location, and licenses to do business in the State of California.

Project Approach & Scope of Work. Respond to the scope of services as outlined in Scope of Services: Minimum Deliverables. The proposal should include a detailed plan for implementation.

Experience & Qualifications. Describe your experience working on similar or related training projects; particularly with or for municipal clients as outlined in Evaluation & Selection: Experience & Qualifications. Provide up to 5 qualifications (clients for which you have performed similar work) ongoing or completed within the past 5 years, identifying the client, and providing a summary of the work completed.

Fee. Provide your proposed fee and fee structure for the work. Include a breakdown of costs, as well as any additional fees and other costs.

References. Provide three or more references for similar projects and/or clients within the last five years.

Optional Communication Materials. Teams may include, if desired, communications materials, including newsletters, brochures, posters, and websites for review of products, tools and services available, including references and case studies. This material will not count towards the Proposal page limit.



ADDITIONAL INFORMATION

Inclusion of Proposal. The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected vendor.

Right to Reject Any or All Proposals. The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more proposals are deemed equal, the City reserves the right to make the award to one of the two proposers.

Insurance Certificates; Performance and Payment Bonds. The successful bidder will be required to furnish, after notification of award and prior to final contract execution: Insurance certificates and endorsements as described in this RFP and in the Service Agreement.

Proposal Validity Period. Submission of a proposal will signify the vendor's agreement that the proposal is valid for 365 days from the Proposal Due Date.

Expenses of Proposal Preparation. Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the City for reimbursement will be accepted.

Assignment. The successful proposer will not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, any other firm, or corporation without previous consent in writing from the City.

Additional Services. The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the vendor, the scope of service may be modified during negotiations with the City.

Public Records and Right to Submitted Proposals.

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor will become the property of the City when received. The City of West Hollywood is subject to California law regarding the disclosure of public records. Vendors must clearly identify any information they regard as proprietary in the proposal. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests. All other information is subject to disclosure.

Termination of Contract. The contract will provide that the City reserves the right to terminate the contract at any time upon prior written notice of the City's intent to terminate the contract. Causes for termination of the contract may include but are not limited to any one of the following: failure to promptly and faithfully provide the services required in this RFP; violation of any law; failure to cooperate upon receiving any reasonable request for information or service; and improper actions of the firm officers or employees which, in the opinion of the City, would adversely affect the City's interest. The contract may be terminated by the vendor upon a 90-day written notice.

Right to Request Additional Information. During the evaluation process, the evaluation committee reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the evaluation committee, vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

Conflict of Interest. If a real or perceived conflict of interest exists with the submission of a proposal or would exist if the vendor entered into a contract with the City for the services in this proposal, full details should be included in the submission, including a plan to manage the conflict of interest.

Undue Influence. The vendor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from Vendor, or from any officer, employee or agent of Vendor, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement. Violation of this Section shall be a material breach of the Agreement entitling the City to any and all remedies at law or in equity.

Contracts and Insurance Requirements. The selected Vendor must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensations, Commercial General Liability, Professional Liability, and Automobile Liability, in amounts consistent with risk associated with the services provided and as determined by the City. Policy limits and policy endorsement requirements are detailed in Attachment B. Such policies should be issued by companies admitted in the State of California.

City Policies for Service Contractors. It is recognized that the formal basis of any agreement between the vendor and the City will be a contract rather than a proposal. The City maintains various policies related to contractual service providers. Among these are anti-discrimination, a living wage, and equal benefits policy. By submitting proposals, vendors are indicating that they are prepared to comply with City ordinances and policies. The City's standard contractual agreement (Exhibit A) requires the selected vendor to comply with these policies.

The term of the Contract shall be for a period of three (3) years from the effective date of the Contract and approval by the City Council. The City reserves the right to renew the agreement for up to two (2) additional 3-year terms. The City will consider alternative contract lengths to achieve cost savings or efficiencies. The vendor may propose an additional fee proposal based on a different contract length.

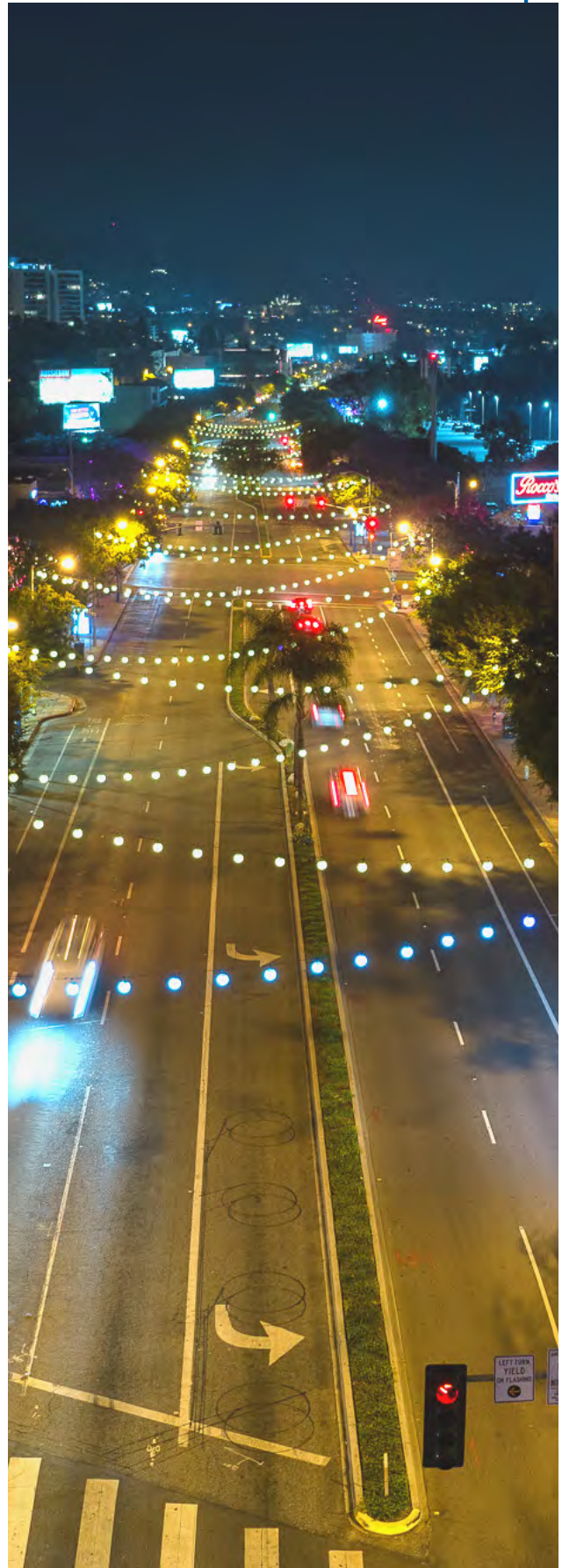


EXHIBIT A

Draft Agreement
for Services

CITY OF WEST HOLLYWOOD



CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this _____th day of _____, 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 professional services as outlined below;
- B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. 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 \$_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
- 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, _____ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the

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CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert

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fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

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

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

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

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- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

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- 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

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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

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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.

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

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

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

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

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

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

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

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

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:

NONE

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

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

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

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 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
CODE OF ETHICS FOR CONTRACTORS**

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

EXHIBIT B

Request for
Evidence of Insurance



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

Dear Vendor/Service Provider:

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

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

Required Coverages & Endorsements:

- Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- Automobile Liability with minimum combined single limit of \$300,000 (for owned, non-owned, hired, rented vehicles as necessary).
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000. Coverage waived if vendor is sole proprietor.
- The CITY OF WEST HOLLYWOOD, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds as their interests may appear (excluding Workers Compensation and Professional Liability).
***REQUIRES A POLICY ENDORSEMENT**
- Include a **Waiver of Subrogation Endorsement** for the following:
 - ✓ Commercial General Liability
 - ✓ Workers Compensation Coverage (waived if sole proprietor)***REQUIRES POLICY ENDORSEMENT(S)**
- Named insured must state their insurance is primary and non-contributory by policy endorsement.
***REQUIRES A POLICY ENDORSEMENT**
- Certificate should indicate a 30 day notice of cancellation or reduction in limits applies.

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

RETURN INSURANCE DOCUMENTS TO YOUR CITY REPRESENTATIVE

EXHIBIT C

Ordinance NO. 21-1172

ORDINANCE NO. 21-1172

AN ORDINANCE OF THE CITY OF WEST HOLLYWOOD AMENDING ORDINANCE NO. 21-1159 TO FIX A NUMBERING ERROR AND RENUMBER WEST HOLLYWOOD MUNICIPAL CODE ARTICLE 3, CHAPTER 5.128 (HOTEL WORKER PROTECTION) AS CHAPTER 5.127 AND RETAINING EXISTING ARTICLE 4, CHAPTER 5.128 (AVENUES OF ART AND DESIGN BUSINESS IMPROVEMENT DISTRICT) AND RENAMING ARTICLE 3 OF TITLE 5 OF THE WEST HOLLYWOOD MUNICIPAL CODE.

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

SECTION 1. The title of Article 3 of Title 5 of the West Hollywood Municipal Code is amended to read as follows:

Article 3- Consumer and Employee Protection

SECTION 2. Ordinance No. 21-1159 is amended to renumber Article 3, Chapter 5.128 of the West Hollywood Municipal Code (in Ordinance No. 21-1159) as Article 3, Chapter 5.127 and all references, section numbers and citations in Ordinance No. 21-1159 to 5.128 shall be renumbered to 5.127. Other than renumbering the chapters and section numbers and citations accordingly, no other changes to the substance of the ordinance are being made. Existing Article 4, Chapter 5.128 (Avenues of Art and Design Business Improvement District) in the West Hollywood Municipal Code shall remain unchanged.

SECTION 3. Effective Date. This ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 4. Certification. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of West Hollywood's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of West Hollywood at a regular meeting held this 20th day of December, 2021 by the following vote:

Ordinance No. 21-1172
Page 2

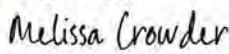
AYES:	Councilmember:	D'Amico, Erickson, Horvath, Mayor Pro Tempore Shyne, and Mayor Meister.
NOES:	Councilmember:	None.
ABSENT:	Councilmember:	None.
ABSTAIN:	Councilmember:	None.

DocuSigned by:

01D6946CE34846F

 LAUREN MEISTER, MAYOR

ATTEST:

DocuSigned by:

2072AGE2525D480

 MELISSA CROWDER, CITY CLERK

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

I, MELISSA CROWDER, City Clerk of the City of West Hollywood, do hereby certify that the foregoing Ordinance No. 21-1172 was duly passed, approved, and adopted by the City Council of the City of West Hollywood at a regular meeting held on the 20th day of December, 2021, after having its first reading at the regular meeting of said City Council on the 6th day of December, 2021.

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

WITNESS MY HAND AND OFFICIAL SEAL THIS 21st DAY OF DECEMBER, 2021.

DocuSigned by:

2072AGE2525D480

 MELISSA CROWDER, CITY CLERK

ORDINANCE NO. 21-1159

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD, CALIFORNIA, ADDING CHAPTER 5.128 TO THE WEST HOLLYWOOD MUNICIPAL CODE REGARDING HOTEL WORKER PROTECTION

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

SECTION 1. Findings

- A. The City of West Hollywood has studied local legislation that has been adopted in other jurisdictions to protect the safety and security and improve working conditions of hotel workers within their respective jurisdictions.
- B. Hotel workers are vital contributors to the West Hollywood community and the hospitality industry is an essential component of the City's economy.
- C. The City's community and local economy is recovering from impacts associated with the COVID-19 pandemic, which has devastated the hospitality industry resulting in hotel worker layoffs.
- D. Hotel workers who work by themselves in guest rooms are vulnerable to crimes and other threatening behavior, including sexual assault.
- E. Ensuring that hotel workers are equipped with personal security devices and supported in their ability to report criminal and threatening behavior to the proper authorities will promote their personal safety and improve public safety overall.
- F. The City has heard reports from hotel housekeeping staff of being assigned overly burdensome workloads and unexpected overtime. The City has received reports that hotel housekeeping staff skip breaks in order to complete assigned workload within their eight-hour shift.
- G. Ensuring that hotel workers receive fair compensation when their work assignments exceed proscribed limits will promote the public interest and enable hotel workers to receive fair pay for honest work, to perform their work in a manner that adequately protects their personal wellbeing and allow workers to meet personal and family obligations.

- H. Changes in ownership, control, or operation of hotels occur frequently in the hotel industry and can trigger mass layoffs of hotel workers and displace employees who are skilled, knowledgeable, and experienced in providing a safe, clean, and enjoyable experience for the visitors who come to West Hollywood each year.
- I. Ensuring that hotel workers have an opportunity to continue working for a hotel upon change in hotel ownership, control, or operation will prevent both unnecessary disruption to the labor market and increased demands on social services provided by the City, and thereby maintain the stability and high level of service in the hospitality and tourism businesses in the City, which promotes the public welfare.
- J. Hotel workers are uniquely positioned to identify and report potential threats or crimes, including potential instances of human trafficking, domestic and sexual violence, and the presence of suspicious materials that may be linked to other potential criminal activity.
- K. Thorough housekeeping services are essential to preventing and avoiding the spread of disease and pests that pose potential risks to public health and the enjoyment of guests and cleaning standards have been enhanced following COVID-19.
- L. Ensuring that hotel workers are provided with adequate training and education to establish a baseline level of knowledge on key issues affecting the public and their own wellbeing will ensure that hotel workers and visitors alike have safe and healthy experiences during their time in West Hollywood.
- M. Given that tourism is one of the largest industries in the City and in the entire region, establishing the foregoing measures for security, fair compensation, workforce stability, training and education, and worker retention for hotel workers will not only improve working conditions, but also benefit the local and regional economy overall, and thereby promote the public health, safety, and welfare.

SECTION 2. A new Chapter 5.128 is added to Title 5 of the West Hollywood Municipal Code to read as follows:

Chapter 5.128 HOTEL WORKER PROTECTION

5.128.010 Definitions.

As used in this chapter:

- (a) “Additional bed room” means a guest room with an additional bed or beds other than those regularly within the guest room, such as a cot or rollaway bed.

(b) “Adverse employment action” means an action that detrimentally and materially affects the terms, conditions, or privileges of employment, including but not limited to any act to discharge, reduce in compensation, reduce work hours, alter established work schedules, increase workload, impose fees or charges, or change duties of a hotel worker.

(c) “Affected hotel” means: (1) in the event of a change in control as defined in (D)(1) below, the hotel or discrete portion of the hotel that has been the subject of the change in control and remains in operation following the change in control; or (2) in the event of a change in control as defined in (D)(2) or (D)(3) below, the hotel that remains in operation following the change in control of that hotel. “Affected hotel” does not include portions of a hotel that are leased to third parties, or operated by third parties, for on-site services unaffiliated with the hotel employer’s overnight lodging accommodations, including retail stores, spas, restaurants and bars.

(d) “Change in control” means (1) any sale, assignment, transfer, contribution, or other disposition of all or substantially all of the assets used in the operation of a hotel or a discrete portion of the hotel that continues in operation as a hotel; (2) any sale, assignment, transfer, contribution, or other disposition of a controlling interest (including by consolidation, merger, or reorganization) of a hotel employer or any person who controls a hotel employer; or (3) any other event or sequence of events (including a purchase, sale, lease, or termination of a management contract or lease) that causes the identity of the hotel employer at a hotel to change. For purposes of this chapter, a change in control shall be defined to occur on the date of execution of the document effectuating the change in control.

(e) “Checkout room” means a guest room to be cleaned by a hotel worker due to the departure of the guest assigned to that room.

(f) “City” means the City of West Hollywood.

(g) “City manager” means the city manager of West Hollywood, or designee.

(h) “Eligible hotel worker” means a hotel worker employed by an incumbent hotel employer at the time of a change in control and who has been so employed for at least two months prior to the change in control.

(i) “Emergency” means an immediate threat to public safety or of substantial risk of property loss or destruction.

(j) “Guest” means a registered guest of a hotel, a person occupying a guest room with a registered guest, or a visitor invited to a guest room by a registered guest or other person occupying a guest room.

(k) “Guest room” means any room or suite of rooms intended to be used by a guest of a hotel for sleeping purposes.

(l) “Hotel” means a commercial facility not approved as a dwelling unit with guest rooms or suites, provided with or without meals or kitchen facilities, rented to the general public for overnight or other lodging generally not intended to be the guest’s domicile. Also, may include accessory guest facilities such as, but not limited to, swimming pools, tennis courts, indoor athletic facilities, accessory retail uses and meeting facilities. This definition includes private clubs with guest rooms available for overnight lodging.

(m) “Hotel employer” means any person who owns, controls, or operates a hotel in the City, and includes any person or contractor who, in a managerial, supervisory, or confidential capacity, employs hotel workers to provide services at a hotel in conjunction with the hotel’s purpose.

(n) “Hotel worker” means any person who is employed by a hotel employer to provide services at a hotel. “Hotel worker” does not include a managerial, supervisory or confidential employee.

(o) “Hotel worker retention period” means the period of time beginning on the date of a change in control and extending to 90 days from the first date that an affected hotel is open to the public after a change in control.

(p) “Incumbent hotel employer” means a hotel employer who owns, controls, or operates a hotel prior to a change in control of the hotel or of a discrete portion of the hotel that continues to operate as a hotel after the change in control.

(q) “Laid-off hotel worker” means any individual who, in a particular week, performs at least two hours of work within the geographic boundaries of the City for a hotel employer, has a length of service with the hotel employer of six months or more in the 12 months preceding March 16, 2020, and whose most recent separation from active service, or failure to be scheduled for customary seasonal work, occurred on or after March 16, 2020, and before any termination of the Declaration of Emergency proclaimed by the City Council on March 16, 2020, and was due to a government shutdown order, lack of business, a reduction in force or other, economic, non-disciplinary reason. For purposes of this Division, a laid-off employee does not include a manager, supervisor, or confidential employee.

(r) “Length of service” means the total of all periods of time during which an employee has been in active service, including periods of time when the employee was on leave or on vacation.

(s) “Personal security device” means a portable emergency contact device, including but not limited to a panic button, that is designed so that a hotel worker can quickly and easily activate such device to summon to the hotel worker’s location prompt assistance by a hotel security officer, manager or supervisory hotel staff member designated by a hotel employer.

(t) "Room attendant" means a hotel worker whose principal duties are to clean and put in order guest rooms in a hotel.

(u) "Room cleaning" means the performance of services or tasks that are required to prepare or maintain the cleanliness of the physical hotel guest room before, during, or after a guest's stay. Room cleaning does not include tasks associated with preparing already-made beds for sleep, maintaining or delivering inventory (e.g. mini-bar, toiletries, towels, extra linens), or inspecting completed room cleaning. Room cleaning does not include preventative or as-needed maintenance activities such as repair, replacement, and general maintenance of appliances, electronics, furniture, doors, windows, carpets, walls, plumbing, and other fixtures. Making unmade beds, regardless of whether a change of linen is required, is not an excluded activity.

(v) "Successor hotel employer" means a hotel employer who owns, controls, or operates a hotel after a change in control.

(w) "Violent or threatening conduct" means: (1) any conduct that involves the use of physical violence or that would reasonably be interpreted as conveying a threat of the use of physical violence, and includes but is not limited to rape, assault (including sexual assault), and battery (including sexual battery), as defined by the California Penal Code, as well as any threat or attempt to commit such an act; or (2) any sexual conduct, or solicitation to engage in sexual conduct, directed by a guest at a hotel worker without the consent of the hotel worker and includes, but is not limited to, indecent exposure as defined by the California Penal Code.

(x) "Workday" means any consecutive 24-hour period commencing at the same time each calendar day.

5.128.020 Measures to protect hotel workers from violent or threatening conduct.

(a) Personal security devices.

(1) A hotel employer shall provide a personal security device to each hotel worker assigned to work in a guest room or restroom facility where other hotel workers are not present in the guest room or restroom facility. The personal security device shall be provided at no cost to the hotel worker.

(2) A hotel worker may activate a personal security device whenever a hotel worker reasonably believes that violent or threatening conduct or an emergency is occurring in the hotel worker's presence. Immediately prior to or upon activating the device, the hotel worker may cease work and leave the immediate area of danger to await assistance. No hotel worker shall be subject to an adverse employment action for activating a personal security device or for ceasing work to await assistance absent clear and convincing evidence that the hotel worker knowingly and intentionally made a false claim of emergency.

(3) A hotel employer shall assign a security guard, manager, or supervisory hotel staff member to provide immediate on-scene assistance in the event that a personal security device is activated.

(b) **Hotel workers' rights.** A hotel worker who brings to the attention of a hotel employer violent or threatening conduct by a hotel guest shall be afforded the following rights:

(1) A hotel employer shall immediately allow a hotel worker sufficient paid time to report the violent or threatening conduct to a law enforcement agency and to consult with a counselor or advisor of the hotel worker's choice.

(2) A hotel employer shall not prevent, or attempt to prevent, a hotel worker from reporting violent or threatening conduct to a law enforcement agency.

(3) A hotel employer shall not take or threaten to take any adverse employment action against a hotel worker based on the hotel worker's decision not to report violent or threatening conduct to a law enforcement agency.

(4) Upon request by a hotel worker, a hotel employer shall provide reasonable accommodations to a hotel worker who has been subjected to violent or threatening conduct. Reasonable accommodations may include, but are not limited to, a modified work schedule, reassignment to a vacant position, or other reasonable adjustment to job structure, workplace facility, or work requirements.

(c) **Notice.** A hotel employer shall place on the back of the entrance door to each guest room and restroom facility in a hotel a sign written in a font size of no less than 18 points, that includes the heading "The Law Protects Hotel Workers From Threatening Behavior," provides a citation to this chapter of the West Hollywood Municipal Code, and notifies guests that the hotel employer provides personal security devices to its employees.

(d) **Training.** A hotel employer shall provide training to its hotel workers regarding how to use and maintain a personal security device, the hotel employer's protocol for responding to activation of a personal security device, and the rights of hotel workers and obligations of the hotel employer as set forth in this section. Such training shall be provided to hotel workers on the later of the effective date of this chapter or within one month of the hotel worker's date of hire.

(E) **Records.** A hotel employer shall retain records of incidents where the personal security devices were activated for a period of three years from the incident.

5.128.030 Measures to provide fair compensation for workload.

Workload.

(a) For hotels with fewer than 40 guest rooms, a hotel employer shall not require a room attendant to clean rooms amounting to a total of more than 4,000 square

feet of floor space in any eight-hour workday, unless the hotel employer pays the room attendant twice the room attendant's regular rate of pay for each and every hour worked during the workday. For hotels with 40 or more guest rooms, a hotel employer shall not require a room attendant to clean rooms amounting to a total of more than 3,500 square feet of floor space in any eight-hour workday, unless the hotel employer pays the room attendant twice the room attendant's regular rate of pay for each and every hour worked during the workday. If a room attendant is assigned to clean seven or more checkout room or additional bed rooms during any eight-hour workday, each such checkout room or additional bed room shall for purposes of this subsection count as 500 square feet, regardless of the actual square footage of each room. The limitations contained herein apply to any combination of spaces, including guest rooms, meeting rooms, and other rooms within the hotel, and apply regardless of the furniture, equipment, or amenities in such rooms.

(b) **Workload proration.** The workload amount set forth in subsection (A) shall be reduced on a prorated basis if a room attendant works less than eight hours in a workday, shall be increased on a prorated basis for each hour of overtime that a room attendant works in excess of eight hours in a workday, and shall be calculated on a prorated basis by room attendant if a room attendant is assigned to clean rooms jointly with one or more other room attendants.

(c) **Voluntary overtime.** A hotel employer shall not require or permit a hotel worker to work more than 10 hours in a workday unless the hotel worker consents in writing to do so. A hotel worker's consent shall not be valid unless the hotel employer has advised the hotel worker in writing seven days prior to the hotel worker's consent that the hotel worker may decline to work more than 10 hours in a workday and that the hotel employer will not subject the hotel worker to any adverse employment action for declining to work more than 10 hours in a workday. This subsection shall not apply in the event of an emergency.

(d) **Preservation of records.** Each hotel employer shall maintain for at least three years a record of each room attendant's name, rate of pay, pay received, rooms cleaned or total square footage cleaned for each workday, overtime hours worked for each workday, and any written consents provided pursuant to subsection (C) above. A hotel employer shall make these records available for inspection and copying to any hotel worker or hotel worker's employee representative, except that the names and other personally identifying information of individual hotel workers shall be redacted except to the extent that the records identify the hotel worker who is making the request.

5.128.040 Right of hotel worker recall.

(a) **Notice to laid-off hotel workers.** A hotel employer must offer its laid-off hotel workers in writing, by mailing to their last known physical address, and by email and text message to the extent the hotel employer possesses such information, all job positions which become available after this chapter's effective date for which the laid-off

hotel workers are qualified. A laid-off hotel worker is qualified for a position if the employee:

(1) held the same or similar position at the site of employment at the time of the laid-off hotel employee's most recent separation from active service with the hotel employer; or

(2) is or can be qualified for the position with the same training that would be provided to a new hotel worker hired into that position.

(b) **Preference.** The hotel employer must offer positions to laid-off hotel workers in an order of preference corresponding to categories (1) and (2) in the preceding sentence. Where more than one hotel worker is entitled to preference for a position, the hotel employer must offer the position to the laid-off hotel worker with the greatest length of service for the hotel employer.

(c) **Offer acceptance or declination.** A laid-off hotel worker who is offered a position pursuant to this chapter must be given no less than 10 business days in which to accept or decline the offer. A hotel employer may make simultaneous, conditional offers of employment to laid-off hotel workers, with the final offer of employment conditioned on application of the priority system set forth in subsection (b) of this section.

(d) **Notice of non-selection.** A hotel employer that declines to recall a laid-off hotel worker on the grounds of lack of qualifications and instead hires someone other than the laid-off hotel worker must provide the laid-off hotel worker a written notice of the non-selection within 30 days of the date of hire documenting the reasons for such decision. The written record must be retained for no less than 3 years and made available to the City or laid-off hotel worker upon request.

(e) **Notice of rights.** A hotel employer must provide each laid-off hotel worker with a written notice of the date of their lay off and their rights under this chapter. The hotel employer must provide such written notice within 30 days of the effective date of this chapter, if the layoff took place before that date, or at the time of the layoff if the layoff occurs after that date. Such notice shall be provided in person or to the laid-off hotel worker's last known mailing address, and by email to the extent the hotel employer possesses that information.

(f) **Records retention.** A hotel employer must retain the following records for at least 3 years regarding each laid-off hotel worker: the employee's full legal name; the employee's job classification at the time of separation from employment; the employee's date of hire; the employee's last known address of residence; the employee's last known email address; the employee's last known telephone number; and a copy of the written notice regarding the layoff provided to the employee. For purpose of this chapter, the 3 years is measured from the date of the written notice provided under subsection (D), above.

(g) **Effect of sale or assignment.** The provisions of this section also apply when the ownership of the hotel employer changes due to a sale, assignment transfer, or other disposition of substantially all assets of the hotel employer, after the laid-off hotel worker separates from employment provided the enterprise is conducting the same or similar operation as before the sale or assignment.

(h) Notwithstanding the definitions in this Chapter, the City Council may by resolution apply the terms of this section to future periods of declared local emergency, or other periods of government shut down order, significant economic downturns or other similar events that result in significant economic, non-disciplinary layoffs.

5.128.050 Hotel worker retention.

(a) **Notice of change in control.** Within five days of a change in control, a successor hotel employer shall post written notice of the change in control at the location of the affected hotel. This written notice shall remain posted during any closure of the affected hotel and for six months following the first date on which the affected hotel is open to the public under the successor hotel employer. This written notice shall include, but not be limited to, the name and contact information of the incumbent hotel employer, the name and contact information of the successor hotel employer, and the effective date of the change in control. This written notice shall be posted in a conspicuous place at the affected hotel and shall be readily visible to eligible hotel workers, other employees, and applicants for employment.

(b) **Eligible hotel worker recall.** Within 15 days of a change in control, an incumbent hotel employer shall provide a successor hotel employer with a list of eligible hotel workers. This list shall include the name, date of hire, and job classification of each eligible hotel worker. A successor hotel employer shall be required to maintain and hire from this list during the hotel worker retention period. A successor hotel employer shall, during the hotel worker retention period, offer each eligible hotel worker employment for no less than 90 days, except that:

(1) A successor hotel employer shall not be required to offer employment to an eligible hotel worker if the successor hotel employer has reasonable and substantiated cause not to retain that eligible hotel worker based on that eligible hotel worker's individual performance or conduct while employed by the incumbent hotel employer; and

(2) If a successor hotel employer determines during the hotel worker retention period that it requires fewer hotel workers than were required by the incumbent hotel employer, the successor hotel employer shall retain eligible hotel workers pursuant to the terms of a relevant collective bargaining agreement, if any, or by seniority and experience within each job classification to the extent that comparable job classifications exist.

(c) **Terms and conditions of employment.** An eligible hotel worker retained pursuant to this section shall be employed under terms and conditions established by the

successor hotel employer as required by law and shall not be discharged except for good cause based on individual performance or conduct.

(d) **Offer.** An offer of employment made pursuant to subsection (B) shall be made in writing and shall remain open for at least ten business days from the date of the offer.

(e) **Verification.** A successor hotel employer shall retain written verification of each offer of employment made pursuant to subsection (b). This verification shall include the name, address, date of hire, and job classification of the eligible hotel worker to whom the offer was made. A successor hotel employer shall retain the required verification for no less than three years from the date the offer is made.

(f) **Performance evaluation.** At the end of the hotel worker retention period, a successor hotel employer shall provide each hotel worker retained pursuant to this section with a written performance evaluation. If the hotel worker's performance was satisfactory, the successor hotel employer shall consider offering the hotel worker continued employment under the terms and conditions established by the successor hotel employer and as required by law. A successor hotel employer shall retain the written performance evaluation required under this subsection for no less than three years from the date it is issued.

(g) **Exceptions.** The rights to retention set forth in this section do not apply to any managerial, supervisory, or confidential employee, and do not include the right to retain any supervisory or management responsibility upon recall.

5.128.060 Public housekeeping training.

(a) **Certification and designation.** The city manager shall establish a process whereby the City will certify and designate at least one "Public Housekeeping Training Organization." The certification and designation of the Public Housekeeping Training Organization shall be carried out by the city manager subject to ratification by the City Council.

(b) **Requirements.** In order to become certified as a designated Public Housekeeping Training Organization, the organization shall meet requirements set forth by the city manager that shall include but not be limited to the following:

(1) The Public Housekeeping Training Organization must have experience providing training to hotel workers or immigrant low-wage workers, utilize interactive teaching strategies that engage across multiple literacy levels, and provide trainers and educators who are culturally competent and fluent in the language or languages that hotel workers understand.

(2) The Public Housekeeping Training Organization shall offer a "Public Housekeeping Training Program" that includes no less than six hours of training, including live and interactive instruction, on the following elements, except that the city manager may determine that any element below is separately and sufficiently

required by State or local law, in which case the element may be eliminated and the total training time reduced accordingly:

(A) hotel worker rights and hotel employer responsibilities under this chapter;

(B) best practices for identifying and responding to suspected instances of human trafficking, domestic violence, or violent or threatening conduct;

(C) best practices for effective cleaning techniques to prevent the spread of disease;

(D) best practices for identifying and avoiding insect or vermin infestations; and

(E) best practices for identifying and responding to the presence of other potential criminal activity.

(3) The Public Housekeeping Training Organization may coordinate with a hotel employer to ensure that training content aligns where appropriate with the hotel employer's policies and procedures. Ultimate discretion regarding training content shall remain with the Public Housekeeping Training Organization, subject to requirements set forth by the city manager.

(4) The Public Housekeeping Training Organization shall administer a "Public Housekeeping Examination" to hotel workers who complete its training program. The Public Housekeeping Examination shall test basic proficiency in the required training elements.

(5) The Public Housekeeping Training Organization shall promptly issue a "Public Housekeeping Certificate" to any person who successfully completes its Public Housekeeping Training Program and Public Housekeeping Examination. A Public Housekeeping Certificate shall be valid for a period of five years.

(6) The Public Housekeeping Training Organization shall offer a right of review to an individual who completes the Public Housekeeping Training Program but does not successfully complete the Public Housekeeping Examination.

(c) **Training program.** A hotel employer shall contract with a certified Public Housekeeping Training Organization to, no less than annually, conduct a Public Housekeeping Training Program, administer a Public Housekeeping Examination, and issue a Public Housekeeping Certificate to each person who has successfully completed the Public Housekeeping Training Program and Public Housekeeping Examination. A hotel employer shall document compliance with the training requirement set forth in this section by completing and signing a form as required by the City to certify that the training was conducted. The Public Housekeeping Training Organization that provides such a training shall submit a report to the City within five days of the training to document the

date on which the training was held and the names of all hotel workers who received Public Housekeeping Certificates.

(d) **Certificate.** No hotel employer shall employ a hotel worker to work as a room attendant for more than 120 days unless the hotel worker presents the hotel employer with a valid Public Housekeeping Certificate..

(e) **Records.** Each hotel employer shall retain records sufficient to demonstrate compliance with this section, including a copy of a valid Public Housekeeping Certificate for each hotel worker then assigned to work as a room attendant.

5.128.070 Limited waiver for certain hotel employers.

(a) **Waiver application.** The city manager shall grant a waiver from the requirements of this chapter to any hotel employer who demonstrates that compliance with this chapter would require the hotel employer, in order to avoid bankruptcy or a shutdown of the hotel employer's hotel, to reduce its workforce by more than 20 percent or curtail its hotel workers' total hours by more than 30 percent. The city manager shall grant such a waiver only after reviewing a hotel employer's financial condition at the hotel employer's expense. A waiver granted under this section shall be valid for no more than one year. A determination by the city manager to grant or deny a request for waiver under this section may be appealed to a hearing examiner in accordance with established city practices for hearing examiner review.

(b) **Notice of waiver application.** Prior to submitting a waiver application pursuant to this section, a hotel employer shall provide written notice of the waiver application to all hotel workers employed by the hotel employer. Within three days of receiving a waiver determination from the city manager under this section, a hotel employer shall provide written notice of the determination to all hotel workers employed by the hotel employer.

5.128.080 Notice.

A hotel employer shall provide written notice of the hotel workers' rights set forth in this chapter to each hotel worker at the time of hire or on the effective date of this chapter, whichever is later. Such written notice shall be provided in English, Spanish, and any other language spoken by five percent or more of the hotel workers employed by the hotel employer.

5.128.090 Retaliatory action prohibited.

No person shall take an adverse employment action against a hotel worker for exercising rights protected under this chapter. There shall be a rebuttable presumption that an adverse employment action taken against a hotel worker within 90 days of the hotel worker's exercise of rights under this chapter was taken in retaliation for the exercise of such rights.

5.128.100 Administrative regulations.

The City Manager is hereby authorized to promulgate and enforce administrative regulations in the implementation and enforcement of this chapter. Violations of the administrative regulations adopted pursuant to this section shall constitute violations of this chapter and shall subject the violator to the penalties set forth in this chapter.

5.128.110 Supersession by collective bargaining agreement.

The provisions of the following sections, or any part thereof, may be waived pursuant to a bona fide collective bargaining agreement, but only if the waiver is expressly set forth in clear and unambiguous written terms:

- a. Measures to provide fair compensation for workload [Section 5.128.030];
- b. Right of hotel worker recall [Section 5.128.040]; and
- c. Hotel worker retention [Section 5.128.050].

Neither party to a collective bargaining relationship may waive or supersede any provision of this chapter by means of unilaterally imposed terms and conditions of employment.

5.128.120 Civil remedies.

(a) **Civil action.** The City or any aggrieved person may enforce the provisions of this chapter by means of a civil action.

(b) **Injunction.** Any person who commits an act, proposes to commit an act, or engages in any pattern or practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interests of an aggrieved person or persons.

(c) **Damages and penalties.** Any person who violates the provisions of this chapter is liable for any actual damages suffered by any aggrieved person or for statutory damages up to the amount of \$100 per aggrieved person per day, except that statutory damages for failure to maintain records shall not exceed \$1,000 per day in total. For willful violations, the amount of monies and penalties to be paid under this subsection shall be trebled.

(d) **Attorneys' fees and costs.** In a civil action brought under this section, the court shall award the prevailing party reasonable attorneys' fees and costs, including expert witness fees, except that, notwithstanding Section 998 of the Code of Civil Procedure, a prevailing defendant shall not be awarded fees and costs unless the court finds the action was frivolous, unreasonable, or groundless when brought, or the plaintiff continued to litigate after it clearly became so.

(e) **Cumulative remedies.** The remedies set forth in this chapter are cumulative. Nothing in this chapter shall be interpreted as restricting, precluding, or otherwise limiting a separate or concurrent criminal prosecution under this Code or State law.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. This ordinance shall take effect thirty (30) days after its passage and adoption pursuant to California Government Code section 36937. The provisions of this ordinance shall become operative as follows:

- A. Measures to protect hotel workers from violent or threatening conduct shall be operative on January 1, 2022.
- B. Measures to provide fair compensation for workload shall be operative on January 1, 2022.
- C. Right of hotel worker recall shall be operative on September 1, 2021. For purposes of laid off hotel workers, the initial right to recall period related to the current declared local emergency shall conclude one year after the declared local emergency from March 16, 2020 is concluded.
- D. Hotel worker retention shall be operative on September 1, 2021.
- E. Public housekeeping training shall be operative on July 1, 2022.

SECTION 5. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of West Hollywood at a regular meeting held this 2nd day of August, 2021 by the following vote:

AYES:	Councilmember:	D’Amico, Erickson, Shyne, and Mayor Horvath.
NOES:	Councilmember:	Mayor Pro Tempore Meister.
ABSENT:	Councilmember:	None.
ABSTAIN:	Councilmember:	None.

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DocuSigned by:

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LINDSEY P. HORVATH, MAYOR

ATTEST:
DocuSigned by:

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MELISSA CROWDER, CITY CLERK

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

I, MELISSA CROWDER, City Clerk of the City of West Hollywood, do hereby certify that the foregoing Ordinance No. 21-1159 was duly passed, approved, and adopted by the City Council of the City of West Hollywood at a regular meeting held on the 2nd day of August, 2021, after having its first reading at the regular meeting of said City Council on the 19th day of July, 2021.

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

WITNESS MY HAND AND OFFICIAL SEAL THIS 3rd DAY OF AUGUST, 2021.

DocuSigned by:

MELISSA CROWDER, CITY CLERK