



REQUEST FOR PROPOSALS



PROFESSIONAL AUDITING SERVICES

RESPONSE DUE: April 12, 2022
(Proposals must be submitted by email to ccorrales@weho.org)

March 29, 2022

Table of Contents

1. About the City of West Hollywood

1.A Background Information.....	4
1.B Fund Structure	5
1.C Component Units	5
1. D Magnitude of Finance Operations	6
1. E Computer Systems	6
1. F Availability of Prior Reports and Work Papers	6

2. Proposal Schedule.....7

3. Procedure for Submitting Proposals

3.A Time Place and Format.....	7
3.B Opening of Responses	7

4. General terms and Conditions.....8

5. Nature of Services Required

5.A Scope of Work to be Performed.....	9
5.B Auditing Standards to be Followed	11
5.C Working Papers Retention	11
5.D Irregularities and Illegal Act	11

6. Assistance to be Provided to the Auditor.....12

7. Data to be Submitted with Proposals

7.A Letter of Transmittal	12
7.B Summary Sheet	12
7.C Contents and Technical Proposal.....	12
7.D Certification of Proposals.....	16

7.E Compensation.....16
7.F Firm’s Insurance.....17
7.G Contract Requirements.....17
8. Selection Process.....17
9. General Requirements.....18

Appendices

- Appendix A - Certification of Proposals
- Appendix B - Summary Sheet
- Appendix C - Audit Work Proposal Form
- Appendix D - Estimate of Cost
- Appendix E - List of Insurance Requirements
- Appendix F - Sample City Contract

CITY OF WEST HOLLYWOOD
REQUEST FOR PROPOSALS

The City of West Hollywood, the Successor Agency to the West Hollywood Community Development Commission and the West Hollywood Housing Authority (collectively referred to as “City” in this document) seeks proposals from qualified certified public accountant firms to audit its financial statements. These audits are to be performed in accordance to generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards set forth for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Uniform Guidance (formerly Circular A-133 Audits of State and Local Governments and Non-Profit Organizations).

Responses must conform to the requirements of this Request for Proposals (RFP). The City reserves the right to waive any irregularity in any proposal or to reject any proposal, which does not comply with this RFP. Selection of the firm will be made solely by the City on criteria determined by the City.

The successful firm will be required to enter into an agreement, which will include the requirements of this RFP as well as other requirements. The initial term of the agreement will be for three (3) years with the option to extend the agreement for additional two (2) year terms. The option to extend the contract period will be at the City’s discretion, in addition to performing other financial audits and reviews as specified below. The first audit date to be included in this agreement will be for the year ended June 30, 2022.

The City expects, but does not guarantee, that the decision on selection of a Firm will be made on the date indicated in Section 2. The City assumes no obligation for any costs incurred by any firm in preparing the response to this request, attending an interview, or any other activity prior to award of the contract to the selected firm.

The City’s principal contact with the City and for this proposal will be Carlos Corrales, Accounting Manager, 323-848-6598, ccorrales@weho.org, 8300 Santa Monica Blvd, West Hollywood, CA 90069. All contact should be via *email only* with a copy to Karen Bareng, Senior Accountant, at kbareng@weho.org. *Firms may not contact any City of West Hollywood official, employee, vendor or customer to gather information about any aspects of this RFP; doing so may result in disqualification.*

City Hall is located at 8300 Santa Monica Blvd, West Hollywood, CA 90069. The telephone number is (323) 848-6400, and the fax is (323) 848-6575.

An electronic copy of the RFP can be found on the City’s website:

<https://www.weho.org/city-government/city-clerk/public-notices/rfp-rfq-bid-notices>

1. ABOUT THE CITY OF WEST HOLLYWOOD

A. Background Information

The City of West Hollywood is like no other city in the world. Located in an urban and vibrant part of 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, West Hollywood was incorporated in 1984. At only 1.9 square miles, West Hollywood is a robust economic and cultural center that includes national destinations and landmarks such as the Sunset Strip, the West Hollywood Design District, the Pacific Design Center, and a gay and lesbian nightlife area. It is a place where idealism, creativity and innovation thrive, along with a history of community activism and civic pride.

The City of West Hollywood is a General Law City with a Council/Manager form of government. The City is also a contract city, which contracts out many of its public services. The City has approximately 240 full time and about 30 part-time employees. Its operating budget is approximately \$100 million. The City fiscal year begins on July 1 and ends on June 30.

As a premiere City, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its well-being. We strive for quality in all our actions, setting the highest goals and standards. In doing so, the City of West Hollywood seeks to solicit proposals from interested financial institutions that incorporate our core values into their corporate model. Our core values include:

- Respect and Support for People
- Responsiveness to the Public
- Idealism, Creativity and Innovation
- Quality of Residential Life
- Promote Economic Development
- Public Safety
- Responsibility for the Environment

The City of West Hollywood does not do business with any institution, firm, or corporation, including subsidiaries and affiliates, that practices or supports, directly or indirectly, through its actions, discrimination on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition.

B. Fund Structure

The City of West Hollywood's Fund structure is as follows:

Number of Individual Funds by Entity	
Fund Type/Account Group	City
General Fund	1
Special Fund	19
Debt Service Fund	1
Capital Projects Fund	2
Permanent Fund	1
Enterprise Fund	5
Internal Service Fund	1
Custodial Funds	5
All Private-Purpose Trust Funds	5
General Fixed Assets Account Group*	1
General Long-Term Debt Account Group*	1

*Although not required, the City maintains the general fixed asset account group and general long-term debt account group as separate funds.

C. Component Units

The City is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, component units are included in the City's financial statements.

Blended Component Units:

The three component units namely West Hollywood Housing Authority, West Hollywood Public Facilities Corporation, and West Hollywood Public Financing Authority, although are legally separate entities are in substance, part of the City's operations, so data from these units are combined with the data of the City, the primary government. All are governed by the City Council of the City of West Hollywood. Therefore, all the entities mentioned above are included in the financial presentation using the blending method. These three component units are to be audited as part of the audit of the City's financial statements.

On February 6, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency ("Agency") in accordance with the Bill as part of City Resolution number 12-4266. The Agency is governed by a five-member board that is the City Council of the City of West Hollywood. The

Successor Agency is now defined as a private-purpose trust fund and is no longer considered a component unit of the City.

D. Magnitude of Finance Operations

The Finance Department is headed by Lorena Quijano, Director of Finance & Technology Services and consists of 23 employees. The principal functions performed and the numbers of employees assigned to each are as follows:

<u>Position/Function</u>	<u>Number of Employees</u>
Administration	3
Accounting	7
Revenue Management	5
Information Technology	8

E. Computer Systems

The City's computerized systems are run on a Local Area Network (LAN). The accounting functions are computerized using Tyler Technology/Eden Systems software on a Unix/Windows based. The applications operating on this system are general ledger, accounts payable, business license, payroll, human resources, and purchasing. The business license system used is HDL.

F. Availability of Prior Reports and Work Papers

White Nelson Diehl Evans conducted the FY2018/19 audit. In October 2020, CliftonLarsonAllen, LLP acquired White Nelson Diehl Evans, LLP. CliftonLarsonAllen, LLP conducted the City's most recent audit (June 30, 2021). The ACFR is available at the City's at <https://www.weho.org/city-government/city-departments/finance-and-technology-services/financial-reports-budgets/financial-reports>. The work papers of the previous audits are the property of the previous auditor and can be reviewed by the successful Firm. The following financial statements were prepared or audited by CliftonLarsonAllen LLP:

- City of West Hollywood Annual Comprehensive Financial Report (ACFR)
- Single Audit Reports (if applicable)
- The City's GANN Limit (Appropriations Limit)
- The California State Controller's Cities Financial Transactions Report (SCO Report).

2. PROPOSAL SCHEDULE

The schedule is as follows:

Request for Proposal Issued	March 29, 2022
RFP questions due via email	April 4, 2022
Distribution of answers to questions	April 5, 2022
Proposals Due via Email <i>No later than 12 noon</i>	April 12, 2022
Interviews, if required	Week of April 18 th
Projected Selection	May 2, 2022
Implementation start date	After Award

3. PROCEDURE FOR SUBMITTING PROPOSALS

A. Time, Place and Format

The proposal must address all requirements and include all supporting materials outlined in the RFP by **April 12, 2022**. Proposals must be submitted by email to Carlos Corrales, Accounting Manager, at ccorrales@weho.org with a copy to Karen Bareng, Senior Accountant, at kbareng@weho.org by **12 noon**.

Proposals must address the requirements of the RFP in the exact order set forth in this Section. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Opening of Responses

All proposals will be opened shortly after the due date/time and considered and evaluated within two weeks after the deadline for submitting proposals.

4. GENERAL TERMS AND CONDITIONS

- A. Firms may withdraw their proposals, without prejudice, prior to the date and time specified for proposal submission, by sending a written request to Lorena Quijano, Director of Finance and Technology Services at lquijano@weho.org. No proposal received after the closing date will be considered.
- B. The Firm to which award is made will execute a written contract, Appendix F *prior* to the City Council award date unless both parties mutually agree to extend the contract execution deadline. If the Firm to which the award is made fails to enter into the contract, the City reserves the right to nullify the award and award may be made to the next best proposal as determined by the City.
- C. The successful Firm 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, firm, or corporation without previous consent in writing from the City.
- D. The contract will provide that the City reserves the right to terminate the contract at any time upon sixty (30) days 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 governing any municipal depository; failure to cooperate upon receiving any reasonable request for information or service; and improper actions of the firm's officers or employees which, in the opinion of the City, would adversely affect the City's interest or endanger the safety or liquidity of municipal funds. The contract may be terminated by the Firm upon a 180 day written notice.
- E. The initial term of the agreement will be for three (3) years. Upon expiration of the initial term, the City and Firm may mutually agree to extend the agreement for two (2) years under the same terms and conditions. Pricing during the option period will be negotiated between the City and the Firm. This RFP and the Proposal submitted in response to this RFP may be incorporated as part of the final contract.

In addition, the selected Firm will be required to comply with the City's standard contract requirements, which amongst others, will include the following sections:

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

- G. EQUAL BENEFITS ORDINANCE, No. 03-662. The Firm shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the Firm 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 firm'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.
- H. RESTRICTIONS: Arab League Boycott of Israel. The Firm hereby affirms it does not honor the Arab League Boycott of Israel.

5. NATURE OF SERVICES REQUIRED

A. Scope of the Work to be Performed

The City of West Hollywood desires the Annual Comprehensive Financial Report (ACFR) to be prepared by the independent auditors for the fiscal year ended June 30, 2022 and each of the subsequent years of the audit firm's contract with the City. As it has done in the past, the City is planning on submitting the ACFR to the Government Finance Officers Association (GFOA) for consideration of their Certificate of Achievement for Excellence in Financial Reporting program.

The selected independent auditor will be required to perform the following tasks:

1. Perform an audit of all funds of the City of West Hollywood. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of 1984 as amended, and the provisions of the U.S. Office of Management and Budget (OMB) Uniform Guidance (formerly Circular A-133, Audits of State and Local Governments and Non Profit Organizations).

The City's Annual Comprehensive Financial Report (ACFR) will be prepared, word processed, and compiled by the audit firm; the City will provide PDF versions of the front and back covers along with any required dividers and the audit firm will provide a high resolution ready to print PDF ACFR which will be submitted to the GFOA and the City's selected printer. The audit firm will provide final ACFR files, PDF and Word files, that can be reasonably used by City staff for posting in the City's website by section and printing

hard copies by the City printing company. Hard copies of the ACFR are printed by a City vendor (the City incurs the cost of printing). The ACFR will be in full compliance with GASB 34 and other standards that might arise. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.

2. Perform a single audit on the expenditures of federal grants in accordance with OMB Uniform Guidance (formerly Circular A-133) and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Uniform Guidance (formerly Circular A-133). The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
3. Perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
4. Prepare and submit the California State Controller's Cities Financial Transactions Report (SCO Report).
5. The audit firm may perform other services, such as Transient Occupancy Tax (TOT) reviews and agreed-upon procedures as may be deemed necessary. These services will be performed at agreed-upon rates.
6. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.
7. The audit firm will be required to provide assistance in order to meet requirements of the GFOA program, including preparing answers to all GFOA comments.

B. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts;
2. The standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States;
3. The provisions of the Single Audit Act as amended; and
4. The provisions of U. S. Office of Management and Budget (OMB) Uniform Guidance (formerly Circular A-133, Audits of State and Local Governments and Non-Profit Organizations).

C. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of West Hollywood of the need to extend the retention period. The auditor will be required to make working papers available to the City of West Hollywood or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager; City Attorney; and the Director of Finance & Technology Services.

6. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Department of Finance & Technology Services

The Department of Finance & Technology Services staff will be available during the audit to assist the firm by providing information, documentation, and explanations. The Accounting Manager and Senior Accountant will be responsible for acting as the liaisons between the audit firm and the accounting personnel.

B. Work Area, Telephone, and Office Equipment

The City will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone, a computer with access to the general ledger system, and photocopying and FAX machines. If needed and based on the circumstances, the audit can be performed remotely if arrangements are made in advance.

7. DATA TO BE SUBMITTED WITH PROPOSALS

The content and sequence of the information contained in each copy of the proposal shall be separated by tabs as follows:

A. Letter of Transmittal

Include your Firm's understanding of the work to be performed and conformance with the General Terms and Conditions noted in Section 4. In addition, state why your Firm believes it to be the best qualified to perform the services requested.

B. Summary Sheet

This section of the proposal must include a fully completed copy of the Summary Sheet (Appendix B) included with this RFP.

Provide the name, title, experience and qualifications of the personnel who will be assigned to the project.

C. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this request for proposals. While additional data may be presented, the following subjects must be included; they represent the criteria against which the proposal will be evaluated.

1. *License to Practice in California*

An affirmative statement should be included verifying the firm and all assigned key professional staff are properly licensed to practice in California.

2. *Independence*

The Firm should provide an affirmative statement that it is independent of the City of West Hollywood as defined by auditing standards generally accepted in the United States of America and the General Accounting Office's *Government Auditing Standards*.

3. *Firm Qualifications and Experience*

The Firm should state the size of the firm, the size of the firm's governmental audit staff, length of the firm's existence, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Staff consistency is an important consideration. To qualify, the firm must have extensive experience in audits of local governments as well as experience with preparation of Annual Comprehensive Financial Reports (ACFR) and experience with award winning GFOA reports.

The Firm should provide the range of activities performed by the local office that will serve the City, e.g., audit, accounting, tax service and/or management consulting services.

The Firm is required to submit a copy of a report on its most recent external quality control review (peer review), with a statement whether that quality control review included a review of specific government engagements (required by Government Audit Standards).

The Firm shall also provide information, in a table format, on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the Firm shall provide information on the circumstances and status of any disciplinary

action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

4. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Include resumes, indicating whether each such person is registered or licensed to practice as a certified public account in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past (3) three years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Firm provided that replacements have substantially the same or better qualifications or experience.

5. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 10) performed in the last three (3) years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. In a table format, indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Also please indicate whether the audit was part of a Annual Comprehensive Financial Report prepared in conformance with the GASB 34 requirements. Information should be provided regarding clients that the firm serves that have received the CSMFO and GFOA awards.

Please provide a list, in a table format, of not less than five client references for which services similar to those outlined in the RFP are currently being provided. For each reference listed provide the name of the organization, dates for which the service(s) are being provided, type of service(s) being provided and the name, address and telephone number of the responsible person within the reference's organization. The City reserves the right to contact any or all of the listed references regarding the audit services performed by the Firm.

6. *Lost Clients and Pending Litigation*

List any public agencies for which contracts were lost or not renewed by the Firm in the last five years (note – this excludes the situation where the Firm not currently providing services to the public agency was not a successful firm in an RFP process). In a table format, show names of organizations, services provided, and names and telephone numbers of persons who can be contacted.

Include an explanation and status IF within the last five years, the Firm or an officer or principal of the Firm has been involved in any litigation, legal proceedings, or investigations by a regulatory authority.

7. *Specific Audit Approach*

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 5, Nature of Services Required, of this request for proposals. In developing the work plan, reference should be made to such sources of information such as the City of West Hollywood's budget and related materials, organizational charts, manuals, programs, and financial and other management information systems.

Firms will be required to provide the following information on their audit approach:

- a. Proposed segmentation for the engagement;
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement;
- c. Sample size and the extent to which statistical sampling is to be used in this engagement;
- d. Extent of use of EDP software in this engagement;
- e. Type and extent of analytical procedures to be used in this engagement;

- f. Approach to be taken to gain and document an understanding of the City's internal control structure;
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work; and
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

8. *Identification Anticipated Potential Audit Problems*

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

9. *Warranties*

The proposal should be complete and include Appendix A.

D. Certification of Proposals

Return a copy of the entire completed certification properly executed as provided for in Appendix A.

E. Compensation

1. *All-Inclusive Maximum Price*

The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The cost proposal should be submitted in the format provided in Appendix C, "AUDIT WORK COST PROPOSAL FORM" and Appendix D, "ESTIMATE OF COST."

2. *Manner of Payment*

Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month. All payments will be processed through the scheduled warrant register dates.

While the selection is not based solely on the dollar cost proposal, to be eligible for recommendation as the proposed Firm for the City, the dollar cost must be reasonable.

F. Firm's Insurance

The selected firm must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, and Errors and Omissions Liability or Professional Liability in amounts consistent with the services provided and as determined jointly by the City and the Firm. Such policies should be issued by companies admitted in the State of California. The proposal shall include the amounts of insurance by type of coverage and the deductible or self-insured level for each type of coverage.

G. Contract Requirements

The Firm shall review the contract requirements in Appendix F. Any proposed changes to the boiler plate contract language, including insurance and endorsement requirements, shall be listed in this section. Proposed changes will not have any influence on the evaluation of the proposal. The proposed changes may be reviewed and approved by the City Attorney's Office and Risk Management Officer prior to signing the contract documents.

8. SELECTION PROCESS

Responsive proposals received by the deadline will be evaluated by an evaluation committee, which may include an outside consultant, established by the City. Additionally, an independent checking of references may be used to assist in selecting the finalist(s). Oral interviews may be conducted at City Hall or online via Microsoft Teams or Zoom platforms. Negotiations will take place with the finalist that will be recommended to the City Council.

A. Award of Proposal

Award will be made to the Firm offering the most advantageous proposal after consideration of all evaluation criteria set forth below. The committee will evaluate all proposals received in accordance with the evaluation criteria. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the City after all factors have been evaluated.

A Notification of Intent to Award may be sent to any Firm selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Firms unless an agreement is reached. If contract negotiations cannot be concluded successfully and timely, the City may negotiate a contract with the next highest scoring Firm or withdraw the RFP.

The recommended proposal will be submitted to the City Council for approval. The Firm selected will enter into a contract with the City.

B. Evaluation Criteria

The following is the evaluation criteria that will be used to evaluate all proposals:

- Experience, Expertise, and Experience With Similar Projects
- Firms' Qualifications Related to Municipal and/or Public Sector Audits
- Presented Approach and Completeness of Proposal
- Fee/Price

9. GENERAL REQUIREMENTS

A. 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 Firms, or to allow corrections of errors or omissions. At the discretion of the evaluation committee, Firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

B. Right to Reject Proposals

The City reserves the right without prejudice to reject any or all proposals.

C. Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be sent via email to the contact person provided by each Firm by the Accounting Manager and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

D. Public Record

All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law. The City reserves the right to retain all proposals submitted.

E. Additional Services

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

F. Undue Influence

Firm 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 or terms of the Agreement that will be executed as a result of 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 Firm, or from any officer, employee or agent of Firm, 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.

**APPENDIX A
CERTIFICATION OF PROPOSAL TO THE CITY**

1. The undersigned hereby submits its Proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated March 29, 2022 and to be bound by the terms and conditions of the RFP.
2. This Firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Firm and that the Firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The Proposal includes all of the commentary, figures and data required by the Request for Proposal, dated March 29 2022.
5. This Firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. The Firm agrees to all of the general requirements except for those listed; please list in a table format the item and the corresponding exception from Section 7 as an attachment to Appendix A and title it as "Appendix A –Section 7 Exceptions."
6. The Proposal is an irrevocable offer and shall be valid for 90 days from April 12, 2022.

Firm Name: _____

Authorized Officer Signature _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date Signed: _____

**APPENDIX B
SUMMARY SHEET**

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone #: _____ Firm Fax #: _____

Federal TIN _____ State TIN _____

Number of years in existence: _____

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Person responsible for day-to-day servicing of the account:

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

If multiple location, location (address) of Firm that will serve the City of West Hollywood

Please provide an organizational chart outlining the relationship and reporting hierarchy of the Firm that includes the government services division/subsidiary.

Attach brief biographies, including experience with local governments, for all responsible person(s) assigned to the RFP and to the City of West Hollywood.

**APPENDIX C
AUDIT WORK COST PROPOSAL FORM**

Firm Name: _____

1. Cost Proposal

Service	2021/22	2022/23	2023/24
City Audit and Related Reports	\$	\$	\$
GANN Limit Review Reports	\$	\$	\$
Single Audit and Related Reports	\$	\$	\$
Cities Financial Transactions Report	\$	\$	\$
Total for Fiscal Year (not-to exceed)	\$	\$	\$

2. Cost Proposal for Optional Years

Service	2024/25	2025/26
City Audit and Related Reports	\$	\$
GANN Limit Review Report	\$	\$
Single Audit and Related Reports	\$	\$
Cities Financial Transactions Report	\$	\$
Total for Fiscal Year (not-to exceed)	\$	\$

**APPENDIX D
ESTIMATE OF COST**

Firm Name: _____

1. Auditor's Standard Billing Rates

Auditors Standard Hourly Billing Rates			
POSITION	2021/22	2022/23	2023/24
Partner	\$	\$	\$
Manager	\$	\$	\$
Senior Accountant	\$	\$	\$
Staff Accountant	\$	\$	\$
Clerical	\$	\$	\$

2. Auditor's Standard Billing Rates for Optional Years

POSITION	2024/25	2025//26
Partner	\$	\$
Manager	\$	\$
Senior Accountant	\$	\$
Staff Accountant	\$	\$
Clerical	\$	\$

APPENDIX E
List of Insurance Requirements – Professional Service

DATE: 3/29/22

VENDOR NAME:

CITY STAFF CONTACT/DEPT: Carlos Corrales – Accounting Manager

These are the Firm's insurance requirements under your contract with the City of West Hollywood. These will be required at the time of contract execution.

- Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate and including Ongoing & Products/Completed Operations, as appropriate.
- 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.
- The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds for all Ongoing & Completed Operations (excluding Workers Compensation and Professional Liability).
***REQUIRES A CITY SPECIFIC POLICY ENDORSEMENT**
- Include a CITY SPECIFIC **Waiver of Subrogation Endorsement** for the following:
 - Commercial General Liability – Ongoing & Completed Ops as appropriate
 - Workers Compensation Coverage***REQUIRES A CITY SPECIFIC POLICY ENDORSEMENT (S)**
- Named insured must state their insurance is primary and non-contributory by SPECIFIC policy endorsement.
***REQUIRES A CITY SPECIFIC POLICY ENDORSEMENT**
- Certificate should indicate 30 day notice of cancellation noted on certificate of insurance.
- Other: Professional Liability Coverage with limits of no less than one million dollars per occurrence (\$1,000,000)

**APPENDIX F
SAMPLE CITY CONTRACT**

(See Attached)

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

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

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

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

6. TERMINATION.

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

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

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

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."

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

- 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.

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

- 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

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

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

- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in

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

effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

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

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

necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral

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

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.

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.

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

**CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS**

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 disclose 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