
REQUEST FOR PROPOSALS

ECONOMIC STUDY FOR THE CITY OF WEST HOLLYWOOD

ISSUED: DECEMBER 21, 2022 | DUE: FEBRUARY 8, 2023



City of West Hollywood
California 1984

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OBJECTIVES

The City of West Hollywood is seeking information to help the City maintain and enhance its economic successes while striving to meet the residents needs for both local-serving businesses and a diversity of employment opportunities.

The selected consultant will provide a detailed evaluation of the City of West Hollywood's current economic conditions and an analysis of potential gaps and opportunities for growth. Explore programs, strategies, and policies the City can implement to foster a diverse business community, to support and complement existing industries, and drive new businesses that service residents and visitors within each geographic region within the city.



BACKGROUND



Located in the heart of metropolitan Los Angeles and only 1.9 square miles, the City of West Hollywood was incorporated in 1984 by a unique collaboration of people including lesbian, gay, bisexual, and transgender activists; seniors; and advocates for affordable housing. West Hollywood is an international tourism destination with a diverse population, and is also the location of many entertainment, design, technology, and hospitality-based businesses. The City is a robust economic and cultural center instilled with idealism, creativity, and innovation. A spirit of community activism and civic pride thrives in West Hollywood for many of its approximately 35,000 residents.

The City of West Hollywood is one of the most popular tourist destinations in the Los Angeles region and California. Each year the City welcomes over 3.5 million visitors who spend nearly \$2 billion dollars. These visitors are drawn to the iconic Sunset Strip, the City's nightlife district along Santa Monica Boulevard, and the Design District. The City also hosts notable events that draw thousands of people throughout the year including Pride, Halloween, and various events surrounding the Oscars and Emmy's. The City offers some of the best hotels, restaurants, bars, entertainment venues, and shopping in Southern California. During the weekend, these venues draw thousands of patrons which more than double the City's population.

SCOPE

The selected consultant will prepare an economic assessment of the City's economic strengths and weaknesses and identify key opportunities to expand and diversify the City's economic base. The consultant will provide a citywide analysis in addition to examining existing conditions and future opportunities for five sub-regions within the city: The Sunset Strip, known for its hotels, restaurants, and nightlife; The Design District, a hub of retail and showrooms that cater to the design industry; the Rainbow District, a concentration of restaurants, bars, and nightlife that are an important part of the LGBTQ+ community; Mid-City, known for neighborhood-serving and daily-needs businesses including restaurants and bars; and the Eastside, known for its local businesses that serve the Russian speaking community.

Industry Analyses

1. Retail & Hospitality Businesses

Analysis should include community-wide sales performance by major categories to better understand the market dynamics within the city and the surrounding trade area. This should include a retail leakage analysis to understand which retail categories are losing competitiveness with other jurisdictions and neighborhoods and possible strategies to diversify and gain competitive advantage.

Include retail vacancy and rental rates in comparison to other comparable cities and districts, specifically as it relates to post-pandemic rebound and projections for reaching pre-pandemic levels.

Additionally, the City has a mix of local and small businesses, legacy and landmark businesses, and national credit-tenant retailers. This unique mix draws a variety of people to the City's businesses seeking different experiences and are all crucial to the fabric of West Hollywood. Special attention should be given to small business retention and diversification policies as well as challenges facing legacy and landmark businesses and minority-owned businesses, and appropriate policies and resources to support them.

SCOPE

2. Hotels

Include hotel demand projections for the next 5 to 10 years, as well as areas within the City that could support additional hotels and at what price point.

Explore what weaknesses may exist in the current hotel mix and how the City might address them along with any potential industry shifts that would impact the type of hotels looking to locate within the City.

Explore feasible ancillary uses or industries the City should promote to support existing hotels.

3. Office

Provide an analysis on the current office market within the city and the future demand for office space, including coworking space, while considering the impact of work-from-home policies.

Provide an analysis on the biggest employers in the City and what industries the City's office market caters to.

Include office vacancy and rental rates, as well as commentary on the quality of office stock in comparison to other comparable cities and districts. Include office occupancy forecasts considering the existing office inventory and the office space in the development pipeline.

4. Nightlife & Entertainment

Provide an analysis on the impact of the City's nightlife and entertainment on the overall economy.

5. Arts, Culture & Events

Provide an analysis on the impacts of arts and culture on the City, as well as major events.

SCOPE

Policy Recommendations

Policy recommendations should include, but are not limited to:

- Attracting and retaining businesses in targeted industries and areas, including supporting small businesses and minority-owned businesses
- Maintaining and promoting legacy and landmark businesses
- Supporting existing hotels and businesses via ancillary uses or industries

Business Task Force

The consultant will also provide guidance on the creation of a Business Task Force. This group will bridge the business community and the City of West Hollywood to facilitate the sharing of ideas and problem-solving to create new opportunities for business success. This group will also provide recommendations on issues related to small business success, business recovery given the economic impacts of COVID-19, business diversification, and additional policy recommendations to support the business community.

The consultant will be required to work with the City throughout the preparation of the report and should expect to report to select City staff biweekly. The consultant should be prepared to provide the City with a high resolution electronic final report, 10 printed color copies of the final report, live excel files of all calculations, projections, and underlying assumptions and analysis, and PowerPoint/Presentation files for any presentations.

The consultant may be required to make several presentations of the report findings to stakeholders, City Council, or City board/commission meetings. The consultant should also be prepared to meet with and provide staff the opportunity to review draft data and initial findings and draft report to provide comments on the work product.

SCHEDULE

The following dates represent the City’s best estimate of the RFP schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.

12.21.2022	RFP Issued by City
01.12.2023 by 5:00pm	Deadline for Questions
01.19.2023	Answers Posted
02.08.2023 by 5:00pm	Proposals Due
Late February	Interviews
March 2023	Contracted Awarded

Questions or Clarifications

It is the consultant’s responsibility to ask questions, request changes or clarifications, or otherwise advise the City if any language, specifications or requirements of the RFP appear to be ambiguous or contradictory.



FORMAT & CONTENTS

An electric copy of the RFP can be found on the City's online bidding portal, PlanetBids: <https://pbsystem.planetbids.com/portal/22761/bo/bo-detail/100779>

Proposals are to be submitted electronically only using PlanetBids.

RFP Communication & Questions

The City's principal contact for this proposal will be:

Taylor Coyne
Business Development Manager
Economic Development Department
(323) 848-6856 | tcoyne@weho.org

Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.

The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

Failure to comply with the requirements of this RFP may result in disqualification. One electronic copy of the proposal must be submitted through the Planet Bids website no later than 5:00 pm on Tuesday, February 8, 2023. Proposals received after the deadline will be rejected. Email, fax, or hard copy submissions will not be accepted.

FORMAT & CONTENTS

Proposals must include all information as requested in this RFP. Responses must follow the format outlined below. Proposals should be as concise as possible (20 pages or fewer, including resumes and qualifications but excluding Appendix A and B) and should not contain promotional, advertising, or display material.

COVER LETTER

Include a brief understanding of the work to be done and commitment to perform the work. Describe why the Consultant is the best qualified to perform the requested services. State that the Consultant has reviewed all the general requirements of the RFP and can fully comply with those requirements. Limit to one to two (1 to 2) pages.

TABLE OF CONTENTS

CONSULTANT INFORMATION

Include name and address of the company and the individual corporate officer authorized to execute this agreement. Include a brief description of your company's history, ownership, organizational structure, location, and licensees to do business in the State of California.

EXPERIENCE & QUALIFICATIONS

- Describe your knowledge of the Los Angeles County market and the various economies within it.
- Describe your experience performing economic market analyses.
- Describe your experience preparing projections of future trends including future office occupancy, hotel demand and retail demand.
- Describe your experience working on projects for governmental agencies.
- Project team: Provide the names, experience, qualifications, and any applicable licenses held by the individuals who will be primarily responsible for working on this project for the City, and describe any other person(s), with specialized skills who would be assigned to the project.
- Provide up to 5 qualifications (clients and projects for which you have performed similar work) completed within the past 5 years, identifying the client, a summary of the work, and members of your proposed West Hollywood project team who worked on those projects.

FORMAT & CONTENTS

PROJECT APPROACH & SCOPE OF WORK

Describe in detail the proposal to fulfill the requirements of the scope of services. Include the names, roles and responsibilities of the project team and confirm the availability of the proposed staff to work on the project.

FEE

Provide your proposed fee for the work. Include a breakdown for each proposed task and deliverable, if applicable. Provide hourly rates if applicable.

Include a proposed schedule and deliverables by task, if applicable.

Provide two cost proposals for meetings held in person and meetings held virtually for each type of meeting (business outreach meetings and staff meetings).

Note: This project will be funded on a fixed cost per task basis. Optional or additional tasks and meetings may be included in your proposal. Costs for preparation of the proposal, proposal interviews, travel/mileage during the project, and administrative costs (e.g., phone, printing) will not be reimbursed.

REFERENCES

Provide three (3) or more references for similar projects and/or clients within the last five (5) years. At least one reference should demonstrate the qualifications listed on page 10.

EVALUATION & SELECTION

Proposals shall be examined and evaluated by the City to determine whether each proposal meets the requirements of this RFP. No single criterion, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City and will include both objective and subjective analysis. Consultant selection will be based on the following criteria:

1. **Experience and qualifications (30%)** – The expertise, experience and training of the proposer and its key personnel and previous experience with similar work in similar fields and qualifications and depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history, including the review of the proposer's certifications relating to false claims, debarment, and civil litigation.
2. **Project approach and scope of work (30%)** – The proposer's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
3. **Fee and schedule (30%)** – Proposal for completing the project in a timely manner, inclusive of the proposer's ability to identify critical paths for the timely and competent completion of all work contemplated by the Project.
4. **Compliance with RFP (10%)** – The ability of the proposer to comply with all instructions set forth under this RFP and how well the overall proposal meets the City's needs.

A proposal that fails to address any one or more critical specifications of the RFP may be disqualified from consideration.

A Notification of Intent to Award may be sent to any consultant 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 consultants 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 & presentations

The City may request that consultants make a virtual presentation of their proposal to City during the RFP evaluation period. This presentation will provide consultants the opportunity to detail their work plan, experience and approach to ensure thorough and mutual understanding. All expenses incurred by the consultant for participating in the presentations will be the responsibility of the proposer.

EVALUATION & SELECTION

General requirements

1. Inclusion of Proposal – The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected consultant.
2. 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.
3. Proposal Validity Period – Submission of a proposal will signify the consultant’s agreement that the proposal is valid for 180 days from the Proposal Due Date.
4. Expenses of Proposal Preparation – Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing consultant and with the express understanding that no claims against the City for reimbursement will be accepted.
5. Public Records and Right to Submitted Proposals – All proposals, inquires, 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 consultant will become the property of the City when received.
6. The City of West Hollywood is subject to California law regarding the disclosure of public records. Consultants 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.
7. 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.
8. 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 consultant upon a 60-day written notice.

EVALUATION & SELECTION

9. 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, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.
10. Additional Services – The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the consultant, the scope of service may be modified during negotiations with the City.
11. Undue Influence – The consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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.
12. Conflict of Interest – If a real or perceived conflict of interest exists with the submission of a proposal or would exist if the consultant entered into a contract with the City for the services in this proposal, full details should be included in Appendix B, including a plan to manage the conflict of interest.
13. Contracts and Insurance Requirements – The selected Consultant 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 Appendix C. Such policies should be issued by companies admitted in the State of California.
14. City Policies for Service Contractors – It is recognized that the formal basis of any agreement between the consultant 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, consultants are indicating that they are prepared to comply with City ordinances and policies. The City’s standard contractual agreement, Appendix C, requires that the selected consultant to comply with these policies.

APPENDIX A

Certification of Proposal to the City

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 December 21, 2022, and to be bound by the terms and conditions of the RFP, including the General Requirements section on pages 13-14.

The consultant 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 consultant and that the consultant is responsible for them.

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.

The proposal includes all commentary, figures and data required to provide a responsive report as requested in this Request for Proposals, dated December 21, 2022.

The consultant has carefully read and fully understands all items contained in the RFP, including all attachments. The consultant agrees to abide by the terms of the Sample Agreement, Appendix C, including the provision of all required insurance coverages, endorsements, and waivers. Any exceptions of the consultant are listed on Appendix B.

The proposal by this proposer is an irrevocable offer and shall be valid for 180 days from February 8, 2023.

Consultant/Individual _____

By _____
(Authorized Signature)

Name _____
(Type/Print)

Title _____

Date _____

Email _____

APPENDIX B

The consultant has carefully read and fully understands all items contained in the RFP, including all attachments. The consultant certifies there is no real or perceived conflict of interest. The consultant agrees to abide by the terms of the Sample Agreement, including the provision of all required insurance coverages, endorsements, and waivers.

Any exceptions of the consultant are listed below:

None or Itemized list below

APPENDIX C

The following contract is a sample Agreement for Professional Services for the 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

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

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 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