

CITY OF WEST HOLLYWOOD REQUEST FOR PROPOSALS (RFP)

HOMELESS INITIATIVE COORDINATED RESPONSE FRAMEWORK DEVELOPMENT AND IMPLEMENTATION

PROPOSAL TIMELINE

- **RFP Release Date:** Wednesday, October 29, 2025
- **Proposal Submission Deadline:** Monday, December 8, 2025
- **Award Notification:** Friday, January 16, 2026
- **Contract Start Date:** To commence as soon as feasible following award

I. INTRODUCTION

The City of West Hollywood is seeking proposals from qualified consultants to support the development and implementation of the City’s Coordinated Response Framework (CRF), designed to strengthen the City’s homeless services ecosystem through improved coordination, accountability, and community engagement.

The City intends to make an initial award for Phase 1 – CRF Design, with a total budget not to exceed \$75,000. Phases 2 and 3 may be authorized later through contract amendments, contingent on satisfactory completion of Phase 1 deliverables, Council direction, and available funding. Proposers should structure their workplans and budgets accordingly.

II. CITY BACKGROUND AND COMMITMENT

The City of West Hollywood has a long-standing commitment to advancing human rights, equity, and social services. Since its incorporation in 1984, the City has invested in a robust network of programs to support residents and address emerging social issues.

In 2018, the City adopted a [Five-Year Plan to Address Homelessness](#), establishing goals to prevent homelessness, expand housing opportunities, strengthen partnerships, and improve coordination across systems. Since then, the City has made steady progress in expanding services, increasing housing placements, and enhancing local and regional collaboration.

Despite these advancements, challenges remain. Gaps in cross-agency communication, inconsistent follow-up on complex cases, and limited coordinated action when individuals decline services continue to pose challenges in local response. [At the June 9, 2025, City Council Study Session on Homelessness](#), the Council reviewed these gaps and expressed strong support for developing a Coordinated Response Framework (CRF) to formalize collaboration, improve accountability, and reduce delays in connecting people to housing and services.

The CRF builds on West Hollywood’s history of innovation by creating a structured, multi-agency model that includes shared client tracking, standardized triage protocols, clear escalation pathways, and transparent performance reporting. By investing in this framework, the City seeks to close persistent gaps, accelerate housing connections, and strengthen outcomes for unhoused community members.

III. WHY THIS WORK IS URGENT NOW

Regional homelessness has grown significantly over the past decade, with persistent barriers to housing stability and service access. West Hollywood has launched new initiatives and strengthened partnerships, but fragmented communication and inconsistent follow-up remain challenges.

The CRF will establish a unified structure for coordination, shared accountability, and timely housing placements, aligning with established best practices.

IV. MINIMUM QUALIFICATIONS

The following minimum requirements must be met by qualified Proposers:

- Experience in coordinated homelessness response system design, evaluation, or municipal strategic planning.
 - Expertise in facilitating multi-agency processes and aligning City departments, nonprofit providers, and public safety partners.
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V. PROGRAM SCOPE AND OBJECTIVES

The consultant will serve as a technical expert and facilitator, working closely with City staff, contracted providers, public safety partners, and regional agencies to design and support implementation of the CRF.

Core Objectives

- Cross-Agency Coordination
 - Facilitate development of structures for multidisciplinary team (MDT) meetings.
 - Support stakeholders in defining roles, cadence, and protocols for case coordination.
 - Guide creation of escalation pathways and follow-up timelines for stalled cases.
- Unified By-Name List
 - Facilitate stakeholder discussions to design and implement a shared by-name list process for high-acuity clients.
 - Support development of access protocols, roles, and responsibilities for maintaining the list, without serving as its administrator.
- Standardized Triage & Referral

- Work with City and stakeholders to create consistent referral pathways across City staff, providers, and public safety partners.
- Technology Tools & Data Systems
 - Facilitate stakeholder engagement to identify or adapt a technology solution that supports real-time coordination, tracking, and reporting.
 - Provide recommendations and guidance on features and functionality but not supply or own the system.
 - Assist in developing and supporting interagency data-sharing agreements necessary for implementation.
 - Develop a data governance outline and coordinate with the City Attorney on required data-sharing agreements.
 - The CRF must align with LAHSA CES/HMIS; the City will not create a parallel HMIS.
- Evaluation Framework
 - Facilitate development of performance metrics and an evaluation framework with City and stakeholder input.
 - Establish measures such as:
 - Days from first contact to interim and permanent housing.
 - Percentage of high-acuity cases resolved within timelines.
 - Service connection rates within 48 hours.
 - Timely completion of follow-up actions.
 - Housing stability at 3, 6, and 12 months.
 - Support City in identifying reporting formats and dashboards.
- Community Engagement
 - Design and facilitate engagement strategies for residents, businesses, and stakeholders.
 - Provide communications tools and materials to build public understanding and support.
- Strategic Guidance & Training
 - Provide facilitation, training, and technical assistance to City staff and partners.
 - Draft recommendations for future RFPs aligned with the CRF.

VI. EQUITY AND INCLUSION COMMITMENT

The City of West Hollywood is committed to fostering a thriving, inclusive community. We acknowledge the systemic barriers and historical injustices that have impacted

marginalized populations, including BIPOC, LGBTQ+, displaced, disabled, and aging communities. We are committed to actively dismantling these barriers through intentional practices and systemic change. Together, we strive to uphold equity as the foundation of our policies, practices, and vision for West Hollywood’s future.

The City of West Hollywood’s commitment to equity, inclusion, and access requires all services under this contract to be delivered:

- Without discrimination based on race, ethnicity, sexual orientation, gender identity, national origin, disability, religion, or immigration status.
- In a manner that respects the unique needs of LGBTQ+ immigrants, low-wage workers, and other historically marginalized groups.
- In multiple languages whenever necessary to meet community needs.

VII. PROPOSAL REQUIREMENTS

Proposals are limited to 8 pages (minimum 11-point font). The phase-based budget estimate and budget narrative do not count toward the 8-page limit and may be provided as a separate attachment. Appendices (A–C) are also excluded from the page limit.

Proposals must include:

1. **Background & Expertise:** Relevant organizational or consultant experience in system design and homeless services.
2. **Approach to System Design:** How the consultant will deliver the CRF scope and objectives.
3. **Scope of Services Offered:** Specific services aligned with the program scope.
4. **Draft Workplan & Milestones:** Aligned to Phases 1–3 of the CRF timeline (table or Gantt preferred).
5. **Evaluation Plan:** Proposed metrics, logic model, and facilitation approach for developing an evaluation framework (include one sample report/dashboard, redacted if needed).
6. **Community Engagement Plan:** Strategies for engaging stakeholders and residents.
7. **Technology Planning Approach:** Process for facilitating stakeholder identification of workable tools and systems.
8. **Risk Management:** Anticipated challenges and strategies to address them (e.g., data-sharing barriers).
9. **Program Outcomes & Reporting:** Proposed reporting format and accountability measures.
10. **References:** From municipal or community-based clients (Appendix A).

11. **Work Samples:** Examples of previous system design or coordination projects (Appendix B).
12. **Key Personnel & Resumes** (Appendix C): Identify the Project Manager and core staff; provide 1-page resumes.

BUDGET

Proposals must include a detailed budget that:

- Outlines hourly rates and estimated hours by task; consulting fees and staff time.
- Identifies any costs related to facilitation of technology planning (but not system purchase or licensing).
- Clarifies one-time vs. ongoing consultant costs.
- Includes a budget narrative linking costs to deliverables.

Phase-Based Contract Structure

The City will contract for Phase 1 only under this solicitation, with a not-to-exceed amount of \$75,000. Future phases may be negotiated as amendments at the City's sole discretion. Proposers must submit a phase-based budget estimate showing anticipated costs for Phases 1, 2, and 3 to inform planning; only Phase 1 costs will be considered for the initial award.

Note: The consultant is not expected to supply or purchase technology tools; costs for technology acquisition will be considered separately by the City

VIII. IMPLEMENTATION TIMELINE

The awarded contract will cover Phase 1 activities only; Phases 2–3 may be authorized by amendment.

- Phase 1 begins upon contract execution (anticipated February 2026). The City anticipates a phased rollout consistent with Council direction:
 - **Phase 1 (upon contract execution, Feb 2026):** Stakeholder mapping, workflow audit, initial CRF design.
 - **Phase 2 (March–June 2026):** Development of protocols, facilitation of technology planning, data-sharing agreements, and case coordination pilots.
 - **Phase 3 (July–Dec 2026):** Citywide launch of CRF, deployment of stakeholder-selected tools, public dashboards, and refinement.

Proposers should align their workplan and deliverables to these phases.

IX. SELECTION CRITERIA

Proposals will be evaluated on:

- 30% – Experience & Qualifications: Demonstrated expertise in coordinated homelessness response systems and similar jurisdictions.
- 25% – Approach & Workplan: Quality, feasibility, and creativity of the proposed system design and deliverables.
- 20% – Evaluation & Technology Planning: Strength of facilitation approach for metrics and technology solutions.
- 15% – Budget: Transparent, reasonable, and clearly defined fee structure.
- 10% – Equity & Engagement: Demonstrated success advancing equity and meaningful community engagement.

The City may invite shortlisted proposers to interviews or brief presentations. Final scores may be adjusted based on interview performance and reference checks.

X. CITY RESERVATIONS AND CONDITIONS

The City reserves the right to: modify the RFP or extend submission deadlines; reject any or all proposals; request additional documentation; negotiate final terms and conditions; and make multiple awards if deemed in the City’s best interest.

All proposals accepted by the City become the property of the City and may be subject to disclosure under the California Public Records Act. The City will not reimburse any costs incurred in the preparation or submission of proposals, including interviews.

All work product produced under this contract shall be the property of the City of West Hollywood. The selected Consultant may be required to sign confidentiality and conflict-of-interest disclosures, as applicable.

XI. PROPOSAL AGREEMENT (ATTACHMENT A) – ACCEPTANCE REQUIREMENT

A copy of the City’s standard Professional Services Agreement is attached as ATTACHMENT A. The selected Consultant must execute this agreement and comply with all terms, including insurance and indemnification. Exhibit A (Scope) and Exhibit B (Compensation) will be conformed at award to match the approved proposal. Proposers must either (1) submit a signed statement accepting ATTACHMENT A as-is, or (2) include specific redlines with their proposal for City review.

XII. PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

SUBMISSION INSTRUCTIONS

- Proposals must be submitted in PDF format via email to:
strategicinitiatives@weho.org
 - Subject line: RFP – CRF Development & Implementation – [Proposer Name]
 - Due: 11:59 p.m. PT, Monday, December 8, 2025. Late submissions will not be considered.
 - You will receive an acknowledgment of receipt within three business days. If not, contact (323) 848-3129.

QUESTIONS AND INQUIRIES RELATED TO RFP

- The City will respond to questions and requests for clarification of the RFP. Please submit questions and requests by email to strategicinitiatives@weho.org.
- Questions due by 5:00 p.m. PT, Friday, Nov 21, 2025.
- Responses and any addenda issued by the City by Tuesday, Nov 25, 2025; proposers must acknowledge all addenda.
- Proposals shall remain firm for 120 days from the submission deadline.

The staff contact for this RFP is:

- Teree Carter, Human Services Manager
- Telephone 323-848-3129

ATTACHMENT A

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

This Agreement is made on this ___ day of _____, 20___, at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for _____ services as detailed below;
- B. The CITY conducted an RFP issued in _____, 20___, 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 CONTRACTOR.

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

6. TERMINATION.

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

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment

rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

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

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

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

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) 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 one million dollars (\$1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. 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.
- 8.2.5. 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.
- 8.2.6. 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.
- 8.2.7. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR

understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all

costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **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 SERVICES**

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

CONTRACTOR: CONTRACTOR NAME

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director Name, INSERT TITLE

David A. Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

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

Scope of Services:

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

Time of Performance:

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

Special Payment Terms: 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.

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

EXHIBIT F
CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$500 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the West Hollywood City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current West Hollywood City Councilmembers are listed at:

<https://www.weho.org/city-government/city-council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$500 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Councilmember(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$500 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Councilmember(s):

NO

Answering yes to either of the two questions above does not preclude the West Hollywood City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

Date

Signature of authorized individual

Company/Applicant Name