

**CITY OF WEST HOLLYWOOD
HUMAN SERVICES DIVISION**

**REQUEST FOR PROPOSALS (RFP) FOR FISCAL CONSULTANT
SERVICES 2026 – 2029**



PROPOSAL TIMELINE

- **RFP RELEASE:** December 4, 2025
- **RFP DEADLINE:** January 9, 2026, by 11:59 p.m. submitted via <https://vendors.planetbids.com/portal/22761/bo/bo-detail/135906>
- **QUESTIONS:** Submit inquiries on Planet Bids under the Q&A tab by January 6, 2026

1. SUMMARY

The City of West Hollywood’s Human Services Division is soliciting proposals from qualified consultants or firms to provide **Fiscal Consultant Services** for the City’s social services contracts and funding programs.

Since 1985, the City has partnered with a network of community-based organizations to deliver high-quality social services to community members. Each year, the City allocates approximately \$8 million in contracts to service providers. The Human Services Division oversees these contracts, manages fiscal compliance, and ensures the equitable distribution of public funds.

The Division seeks an experienced professional to conduct fiscal audits of City-funded agencies and to update and streamline fiscal policies, processes, and reporting tools in alignment with best practices and the City’s current contracting framework.

The purpose of this Request for Proposals (RFP) is to engage a consultant who will strengthen fiscal oversight, standardize reporting practices, ensure compliance with City, state, and federal regulations, and build internal capacity within both the Human Services Division and its contracted social service partners. The preferred candidate(s) will have extensive experience working with government and nonprofit organizations and will collaborate closely with City staff to achieve these objectives.

2. CITY OF WEST HOLLYWOOD OVERVIEW

The City of West Hollywood is like no other city in the world. In 1984, the idea for the City of West Hollywood was proposed by an unlikely coalition of LGBTQ+ activists, older adults, and renters. These groups came together to advocate for cityhood.

Spanning just 1.9 square miles in the heart of metropolitan Los Angeles, West Hollywood is known for its spirit of community activism and civic pride. Home to approximately 35,000 residents, the City also draws visitors from around the world. West Hollywood shares boundaries with the cities of Beverly Hills and Los Angeles.

West Hollywood has set many standards for other municipalities. The City is recognized as a leader in social movements, from HIV and AIDS advocacy, affordable and inclusionary housing, and LGBTQ+ rights, to civil, human, and women’s rights, environmental stewardship, and animal welfare. West Hollywood also demonstrates excellence in fiscal responsibility, city planning, and

infrastructure. Its commitment extends to high-quality social services, health and recreation programs, public art and cultural engagement, and a continual spirit of innovation.

The City's advocacy and services priorities are reflected in the City's core values, which include respect and support for people; responsiveness to the public; idealism, creativity, and innovation; quality of residential life; promotion of economic development; public safety; and responsibility for the environment. The City strives for quality in all its actions, ensuring accountability, and encouraging active participation while balancing community needs with diverse perspectives.

3. SCOPE OF SERVICES AND BUDGET

The selected consultant(s) will provide comprehensive fiscal consulting services, ideally including the following activities:

- Assess the City's current fiscal policies and procedures for contracted social services providers.
- Update and expand the City's Fiscal Handbook and procedures.
- Develop internal staff guides and provider-facing reference materials on allowable/unallowable costs, rent and indirect cost allocations, and administrative overhead caps.
- Conduct annual fiscal audits for approximately 11 to 12 contracted providers.
- Review quarterly and semi-annual cost reports for accuracy and consistency.
- Create standardized fiscal templates and checklists for both staff and agencies.
- Provide technical assistance and training to City staff and funded agencies.
- Produce plain-language fiscal audit findings and corrective action steps.
- Support the implementation of a digital reporting process to streamline submissions and improve data quality.

The City of West Hollywood Human Services Division anticipates an annual budget that includes all costs associated with audits, handbook development, fiscal training, reporting, and technical assistance. The City reserves the right to negotiate the final contract amount based on scope, qualifications, and available funding.

4. RFP 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.

- RFP issued by the City: December 3, 2025
- Deadline for Questions: January 6, 2026
- Deadline for submittals: January 9, 2026
- City completes screening the process, including proposal evaluation and interviews: January – February 2026
- Contract start date: March 2026

5. DELIVERABLES AND TIMELINE

The contract will cover a term from 2026 through 2029.

Key deliverables include:

- Assessment of current fiscal policies and procedures and updated Fiscal Handbook and reference guides
- Development of standardized fiscal monitoring templates and cost reporting tools.
- Annual fiscal audits for approximately 12 agencies.
- Ongoing quarterly/semi-annual cost report reviews and fiscal compliance support.
- Annual training sessions for City staff and funded agencies.
- Final report and recommendations at contract conclusion.

6. PROPOSAL INSTRUCTIONS

Proposals must be received via the City’s [Planet Bids portal](#) no later than 11:59 p.m. PT on January 9, 2026.

The City must abide by this deadline in the interest of fairness in public processes. Incomplete or late proposals will not be considered. No emailed or mailed applications will be accepted. Deadlines may only be extended as posted on Planet Bids.

Proposals should be clearly organized and include all required components listed in “Proposal Submittal Requirements.” Please read all instructions carefully and ensure that all materials are complete and accurate before submission. **Proposals**

must be clear, succinct, and not exceed 6 pages, excluding samples and references.

Use minimal technical jargon so the narrative is accessible to non-technical personnel. Proposers may include additional information relevant to the City's evaluation and note any proprietary content included in the proposal.

All questions regarding this RFP must be submitted through Planet Bids by the deadline outlined in the RFP Schedule.

The City's Planet Bids Portal can be found here:

<https://vendors.planetbids.com/portal/22761/bo/bo-detail/135906>

7. PROPOSAL SUBMITTAL REQUIREMENTS

A. Letter of Interest and Project Understanding

Provide a narrative summarizing the firm's understanding of the project, scope, and deliverables. The letter should clearly explain how the proposer's approach aligns with the City's objectives and highlight any unique qualifications, tools, or benefits that distinguish the firm from competitors.

B. Technical Approach and Work Plan

Describe how your firm will carry out the Scope of Work in a way that meets the City's goals for clarity, consistency, compliance, and efficiency. Outline your general methodology for conducting fiscal reviews and audits, developing tools and training materials, and supporting continuous improvement in fiscal management practices.

C. Qualifications and Experience

Summarize your firm's background and relevant experience providing fiscal consulting, auditing, or compliance services to public agencies and nonprofit organizations. Identify key personnel who will be assigned to the project and describe their qualifications and roles.

D. Budget

Provide a clear and itemized cost proposal that aligns with the scope of work and the level of effort required for each task. The budget should outline anticipated labor hours by staff role, associated hourly rates, and any required project expenses.

E. References

Provide up to three (3) references for similar projects completed within the past five years. For each reference, include:

- Contact name, title, organization
- Address, phone number, and email
- Project name, description, outcomes, and contract value (initial and final, if different)

F. Work Samples

Include one or more examples of fiscal reports, templates, or handbook excerpts (with confidential information redacted) that demonstrate your ability to produce clear, accessible, and professional material.

8. EVALUATION CRITERIA

Proposals will be evaluated based on overall quality, clarity, and the proposer's demonstrated ability to meet the City's needs. The review panel will consider the following factors in its assessment:

- A. Firm Qualifications and Experience:** Demonstrated expertise in fiscal consulting, auditing, and compliance for government and nonprofit organizations.
- B. Technical Approach and Methodology:** Soundness and clarity of the proposed approach, including alignment with the City's objectives and best practices in fiscal oversight.
- C. Project Management and Staffing:** Experience, qualifications, and availability of key personnel to complete the project within the proposed timeline.
- D. Cost Proposal:** Reasonableness, transparency, and value of the proposed budget relative to the scope of work.
- E. Writing and Communication:** Clarity, organization, and accessibility of submitted materials and work samples.
- F. References and Past Performance:** Quality and relevance of prior work, as demonstrated through references and project outcomes.

The City may invite top-ranked firms to participate in interviews before final selection. Cost alone will not determine the outcome; the City's goal is to engage a consultant who provides professional, timely, and cost-effective services in close collaboration with City staff.

9. ADDITIONAL INFORMATION

A. Contract and Insurance Requirements

A copy of the sample Agreement for Services is included in Attachment A. The selected firm must provide and maintain in force, throughout the duration of the contract, insurance coverage for Workers' Compensation, Commercial General Liability, Professional Liability, and Automobile Liability. Coverage amounts must be consistent with the level of risk associated with the services provided and as determined by the City. Policy limits and endorsement requirements are detailed in Attachment A. All policies must be issued by companies admitted to do business in the State of California.

Applicants invited to perform work for the City must submit evidence of the required insurance prior to contract execution. No work may begin until proof of coverage has been reviewed and approved by the City. Insurance documents must be submitted promptly following the contract award and maintained for the full contract term.

B. 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. The City also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other applications. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City.

C. Termination of Contract

The contract will provide that the City reserves the right to terminate the contract at any time upon prior written notice of the City's intent to terminate the contract. Causes for termination of the contract may include but are not limited to any one of the following: failure to promptly and faithfully provide the services required in this RFP; violation of any law; failure to cooperate upon receiving any reasonable request for information or service; and improper actions of the firm officers or employees which, in the opinion of the City, would adversely affect the City's interest. The contract may be terminated by the vendor upon a 30-day written notice.

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

E. Conflict of Interest

If a real or perceived conflict of interest exists with the submission of a proposal or would exist if the vendor entered into a contract with the City for the services in this proposal, full details must be included in the submission, including a plan to manage the conflict of interest. If a conflict of interest arises after submittal of a proposal, the vendor must notify the Human Service Manager in writing.

If there are no real or perceived conflicts of interest, affirmatively state “There are no conflicts of interest.”

F. City Policies for Service Contractors

It is recognized that the formal basis of any agreement between the proposer and the City will be a contractual agreement for services. The City maintains various policies related to contractual service providers. Among these are insurance requirements, indemnifications, nondiscrimination, a living wage, and an equal benefits policy, among other terms. By submitting proposals, firms are indicating that they are prepared to comply with City ordinances and policies. The City’s standard contractual agreement, Attachment A, requires the selected vendor to comply with these policies. Any requests for modifications to the standard terms must be submitted with the proposal.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Attachment A

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 disclosure in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONTRACTORS shall be committed to the public and the profession.

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020

EXHIBIT 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