

City of West Hollywood

REQUEST FOR PROPOSALS

FOR

TENNIS CONCESSION OPERATIONS AND SERVICES



October 20, 2013

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1. THE CITY OF WEST HOLLYWOOD

1.1. Introduction

The City of West Hollywood, hereinafter referred to as the "City," is soliciting proposals from qualified consultants to manage the City of West Hollywood's Tennis Concession. The service and performance requirements are described in the Scope of Services.

1.2. Background

With a population of over 34,000 resident and 22,511 residential units in a land area of 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. In a recent community study, 90% of the survey respondents rated the quality of life in West Hollywood as excellent or good. 47% of the population falls within the age range of 25-45 years old, and the population of children under 5 years of age is increasing. Park and Recreation programs were rated as one of the top five most important social services identified in the community study. The percentage of households making \$75,000 or more has increased from 22% in 2000 to 36% in 2010. Russian speaking residents account for 4% of the West Hollywood population, and while not a requirement of the evaluation process for the RFP, it may be beneficial to the successful proposer to have staff fluent in the Russian language. 46% of the population identify as either gay male, lesbian or bi-sexual. The City of West Hollywood is home to a diverse community and prides itself on providing social services that meet as many needs as possible.

Often termed, "The Creative City", West Hollywood is home to the famous Sunset Strip and the Avenues of Art & Design. It is also the host to many high profile special events throughout the year including the world renowned Halloween Carnaval that attracts 400,000 attendees, the Elton John AIDS Foundation Academy Award viewing party and fundraiser, the HBO Emmy Awards viewing event and the Sunset Strip Music Festival among others.

The City of West Hollywood is a Council-Manager type municipality with five Council members elected at large to four year terms on a staggered basis. Healthy living and an active lifestyle are encouraged through several City Council sponsored initiatives including the Well West Hollywood Heart Walk, the annual Buff n' Cut Health Expo, and the Senior Health Fair as examples. Police service is contracted with the Los Angeles County Sheriff's Department and Fire protection through the Los Angeles County and Consolidated Fire Protection District.

1.3. Core Values

- Respect and Support for People

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

- Responsiveness to the Public

We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

- Idealism, Creativity and Innovation

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible.

- Quality of Residential Life

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

- Promote Economic Development

We recognize that economic development is essential to maintaining quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish, and seek mutually beneficial relationships with the business community.

- Public Safety

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

- Responsibility for the Environment

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban

setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

1.4 TENNIS PROGRAM ASSET INVENTORY

Incorporated in 1984, the City of West Hollywood acquired tennis courts as part of the conveyance of Plummer Park from the County of Los Angeles to the City. At that time, the County of Los Angeles had an existing concession agreement with a vendor which the City of West Hollywood continued and has extended several times. As new tennis courts have been added to West Hollywood Park, staff has obtained approval from City Council to improve the tennis concession services and related programs by conducting a Request for Proposal from tennis concessionaires and program providers. This RFP process is being conducted to assess creative ideas and options to enhance the variety of tennis programs and services. A marketing plan will be developed between the City and the successful proposer to develop outreach methods and bring additional programs and services to the community. Tennis courts are currently available at two locations in the City of West Hollywood as described below.

a). PLUMMER PARK is located at 7377 Santa Monica Blvd., West Hollywood, CA 90046.

Plummer Park has seven (7) lighted tennis courts and 1 paddle court. Plummer Park also has a small pro-shop where tennis related services and retail sales are offered to the community. Free adjacent parking is available seven days per week with the exception of Mondays when parking is restricted to participants and shoppers of the West Hollywood Farmers' Market from 7 a.m. to 2 p.m. There are 85 regular parking spots and 3 disabled parking spots available to the general public. There are two unisex bathrooms located adjacent to the tennis courts.

The City currently allows tennis players to reserve court time at Plummer Park only on Saturday and Sunday from 7:00 a.m. to 5 p.m. Fees are \$5/hr. for residents and \$7/hr. for non-residents. After 5:00 p.m. on weekends and throughout the day during the week, the courts are available on a first-come, first served basis.

b). THE PRO-SHOP at PLUMMER PARK

The Pro Shop is a 250 square foot area and is situated adjacent to the tennis courts. The shop is open seven days per week and "pay-for-use" court reservations are handled through the pro-shop. This is subject to change pending the implementation of an on-line reservation procedure being investigated in the Recreation Services Division.

c). PAY-FOR-USE-COURTS

The City currently allows tennis players to reserve court time at Plummer Park only on Saturday and Sunday from 7:00 a.m. to 5 p.m. Fees are \$5/hr. for residents and \$7/hr. for non-residents.

After 5:00 p.m. on weekends and throughout the day during the week, the courts are available on a first-come, first served basis. Tennis court reservations are not currently taken at West Hollywood Park courts.

d). **WEST HOLLYWOOD PARK** is located at 647 N. San Vicente Blvd., West Hollywood, CA 90069.

West Hollywood Park has three (3) lighted tennis courts situated on the rooftop of the 5 story parking structure. There are over 300 parking spaces available which are shared by park users, monthly parking permit holders and members of the general public who frequent the retail businesses in the area. Parking is free for the first hour with an additional hour of free parking available with validation from the parking office or West Hollywood Park office. There are three unisex bathrooms located adjacent to the tennis courts. The courts are available on a first-come, first-served basis from 7 a.m. to 9 p.m., seven days per week. Tennis court reservations are not currently taken at West Hollywood Park courts.

e). Activenet Online Registration

In 2012 the City of West Hollywood implemented an online registration process for all recreation programs including tennis lessons. The City is currently investigating the feasibility of having “pay-for-use” tennis court reservations handled through the same program.

2. PROJECT INFORMATION

2.1. Tennis Concession Overview

The City of West Hollywood Recreation Services Division is seeking proposals for management and operation of the City’s tennis concession with an emphasis in tennis merchandising and instruction. Proposals should include leasing and operating the tennis pro-shop, providing private and group instruction, and managing tournaments, camps and special events. The location for these activities are on the City owned tennis courts at both Plummer Park and West Hollywood Park. The pro-shop involves dealing with the sales and service of tennis equipment, supplies, accessories and food and beverage. Tennis professionals currently operating a pro-shop or managing a teaching program are also invited to submit proposals. The effective date for the implementation of this operation is January 1, 2014.

2.2. Scope of Services

The City is soliciting proposals to provide professional concession services for its tennis facilities. Scope of services include but are not limited to:

- Provide a design for revenue collection and payment methods for tennis services/programs provided and allocations for PROPOSER and CITY.
- Design a recommendation for time allocations for open play, “pay-for-use”, private/group lessons and tournaments and camps.
- Develop fresh and innovative tennis programming in a collaborative fashion using input from city resources and based on best industry standards and practices.
- Manage day-to-day operations of a tennis pro-shop and “pay-for-use” tennis court reservations.
- Offer instructional lessons in the sport of tennis.
- Implement an annual tennis camp for youth ages 6-12 years.
- Manage constituent issues and concerns related to the tennis program in a professional manner.
- Plan, organize and lead lessons, tournaments, workshops and clinics.
- Create schedule of classes and provide thorough descriptions for publication in City newsletters and promotional material.
- Communicate maintenance issues related to courts to recreation staff.
- Integrate into the tennis program a quarterly customer feedback mechanism that creates the ability to evaluate the programs and services offered to the community and report back findings to city staff.

2.3 Tournaments

At times, at the City’s request, the existing concessionaire has implemented and supervised tennis tournaments and has also led the Lynn M. Front Youth Tennis Camp during the summer. Lynn Front was a former employee of the City of West Hollywood and an avid tennis fan. In October 1997 Mrs. Regina Front created a memorial fund in her daughter’s name and made a one time donation of \$10,000 to the City of West Hollywood for the Lynn M. Front Memorial Tennis Camp. Proposers should include this program offering as part of their submittal package. Funding for the program will be

provided by the City while the design, administration and implementation of the program will be conducted by the successful proposer. The camp has typically been offered to youth ages 6-12 for a 1 week period during the summer.

2.4 Closure Dates

Due to some of the high profile special events that occur in the City, there are several mandatory closures of the West Hollywood Park tennis courts. These date include, but are not limited to closures during the following events:

- Christopher Street West – Typically the second week of June
- West Hollywood Book Fair – Usually the last Sunday in September or first Sunday in October
- AIDS Walk – Usually the second weekend in October
- Halloween Carnaval – October 31st annually

2.5 Maintenance

The City will bear the cost of maintaining the courts in a playable condition limited to playing surface, lighting, tennis nets and straps, fencing and windscreens. The schedule for re-surfacing, replacement and repairs is dictated by the City. Tennis courts will be prepped and cleaned for play at the beginning of each day by the City's grounds maintenance contractor. Routine cleaning and care after the initial daily cleaning or after rainfall will be performed by the successful proposer. Contractor is expected to report maintenance issues, safety concerns, and damage to the city and keep the courts free of safety hazards, litter and damages caused by materials or equipment. Contractor should plan for and provide use and storage of court cleaning equipment. All leaf blowers must be battery/electrical powered.

3. INSTRUCTIONS

3.1. *Purpose*

The purpose of this Request for Proposal (RFP) is to provide interested, qualified Proposers with sufficient information to enable them to submit proposals for Tennis Concession Operations & Services.

3.2. *Proposal Submission*

- By submitting a proposal the Proposer affirms that the Company is familiar with all the terms and conditions of this RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment and facilities called for in this RFP. All proposals submitted should contain a clear explanation of how the Scope of Services will be achieved by the Proposer, and how the Proposer's experience and background lends itself to a successful outcome. Additionally, the Proposer affirms that the Proposal has been checked for errors and omissions and that all information provided is correct and complete.
- All proposals shall be signed in ink by the President, Chief Executive Officer, or individual authorized to act on behalf of the Company, with current Power of Attorney, if applicable. The name and mailing address of the individual making the proposal must be provided.
- Proposals shall be submitted in person or by mail as follows: Five (5) sealed copies [two (2) originals and three (3) photocopies] of the completed proposals.
- No oral, telephonic or telegraphic proposal or modification of Proposal will be considered.

3.3. *Disclosure of Contents of Proposal*

All proposals accepted by the City of West Hollywood shall become the exclusive property of the City. **All proposals accepted by the City shall become a matter of public record and shall be regarded as public once the City has negotiated an agreement, with the exception of those elements of each proposal which are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary".** Each element of a proposal which the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or

otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

3.4. Proposal Due Date

Proposals will be accepted up to the hour of 1:00 p.m. on Thursday, November 13, 2013.

Proposals must be submitted addressed as follows:

City Clerk
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Proposal: Tennis Concession

3.5. Schedule of Events

This RFP has been developed in order to provide adequate information for potential Proposers to prepare proposals and to permit the City to fully consider the various factors that will affect its decision. The tentative schedule for release, submittal, evaluation and selection is:

Request for Proposal Release:	October 20, 2013
Mandatory Pre-Proposal Meeting	October 29, 2013 at 10:00 a.m.
Requests for Information(RFI) Due	November 6, 2013 at 1:00 p.m.
Final Date for Submitting Proposal	November 13, 2013 at 1:00 p.m.
Interviews with Proposers	November 18, 2013
Proposal Evaluation by City	November 20, 2013
Negotiations begin with finalist(s)	December 2-6, 2013
Contract Begins	January 1, 2014

3.6. Questions and Inquiries Related to RFP

In order to avoid any potential confusion, and to minimize burden on City staff, the City is requiring that all procedural questions relating to this RFP be directed **by email only** to:

Christopher Worland, Recreation Supervisor, cworland@weho.org

Specific questions relating to the content of this RFP should be submitted in writing via email on or before November 6, 2013 at 1:00 p.m.

Any Proposers found to be soliciting other members of City staff, or City Council members during this RFP process may be disqualified.

3.7. Common Questions and Answers

Q: *Is there a pre-proposal meeting?*

A: Yes. A mandatory pre-proposal meeting will take place on Tuesday, October 29 at 10:00 a.m. to view the tennis facilities owned by the City. The meeting will begin at the Pro- Shop located in Plummer Park, 7377 Santa Monica Blvd. West Hollywood, CA 90046, and then proceed to West Hollywood Park to view the roof top tennis courts at 625 N. San Vicente Blvd, West Hollywood, CA 90069.

Q: *Will the City grant an extension for submission of proposals?*

A: Unfortunately, extensions cannot be granted.

Q: *Is the RFP available as a Word document?*

A: The RFP is available electronically only as a PDF document.

3.8. Proposal Format

Please note: All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Proposer will become the property of the City when received and are subject to public records requests.

Submission Contents

The Request for Proposal submission must include a detailed description of the experience of the firm (or individual, if applicable). Emphasis should be placed on those areas which evidence the capability to effectively develop and administrate an operation of this type. All proposals should include, as a minimum, the information as follows:

- A business resume with emphasis on tennis related experiences for the last 10 years and indicating annual revenue separated by revenue categories such as group lessons, private lessons, “pay-for-use” court time, camps, tournaments, etc. from previous tennis concessions.
- All USTA and SCTA and/or other tennis related certificates. All other professional certifications that may be relevant (expiration dates, if applicable).
- Individual teaching resumes and certifications of Head Pro, if different from applicant.
- References: three (3) Business, two (2) Personal).

- An indication of financial resources and solvency such as a credit score report for business tax return.
- Demonstrated proof of insurance and/or insurability.
- A proposal of operations defining areas of emphasis (retail, lessons, etc).
- Proposed plans for marketing the operation to the public and tentative budget for advertising.
- A sample contract, based on the City contract boilerplate, with any changes or additions noted. Please note that the response to this RFP will be included as an exhibit of the contract. (Exhibit A)
- A completed PAYMENT FOR SERVICES PROPOSAL worksheet. (Exhibit B)

3.9. Evaluation Factors

No single criteria will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of City staff and will include both objective and subjective analysis. Specific evaluation criteria will include the following:

- Information contained in the proposal
- Experience, qualifications and references of the Proposer
- Length of time in business
- Proposed plan
- Proposed timeline
- Competitive pricing
- The quality of the services offered
- Proposer Interview
- The capacity of the Proposer to perform the contract or provide the service promptly, within the time specified, and without delay or interference
- Innovative program designs and ideas
- Other responses that provide creative ways to provide tennis services

Proposers' proposals will be evaluated against the specifications as presented in the RFP. A Proposer may or may not be eliminated from consideration for failure to completely comply with one or more of the requirements depending on the critical nature of the requirements.

4. CONDITIONS

4.1. Firm Prices

Prices quoted by Proposer shall be firm prices for the first year and proposed increases for years two and three. Firm prices for the first year are not subject to increase during the term of any contractual agreement arising between the City and Proposer as a result of said proposal. Proposer's quoted prices **must** include any applicable federal or state tax. Proposers are to stipulate the expiration date of their quoted proposal.

4.2. Right to Purchase From Any Source

The City reserves the right to purchase from any source or sources, in part or in whole, any desired products or services relating to this proposal.

4.3. 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 Proposers are deemed equal, the City reserves the right to make the award to one of the two Proposers.

4.4. Contracts

It is recognized that the formal basis of any agreement between Proposer and user is a contract rather than a proposal. In submitting proposals, Proposers must include a sample contract, based on the City contract boilerplate, containing all the information submitted in their proposals.

4.5. Service Date

Proposers will specify in their proposals that the proposed beginning date of service of January 1, 2014 is acceptable and include a detailed implementation plan.

4.6. Rights to Submitted Materials

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other

documentation submitted by the Proposer will become the property of the City when received and are subject to public records requests.

4.7. Insurance Requirements

For the duration of the contract Proposer shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to City. The cost of such insurance shall be borne by the Proposer. Specific insurance provisions will be delineated in the contract between Proposer and City.

4.8. Non-Discrimination

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected firm sign a statement affirming their compliance with this policy.

5. City Requirements and Conditions

- a. All costs of proposal preparation shall be borne by the proposer.
- b. The proposal should always include the proposer's best terms and conditions, though the City reserves the right to negotiate.
- c. All proposals become the property of the City, which reserves the right to use any or all of the ideas in these proposals, without limitation. Selection or rejection of a proposal does not affect these rights.
- d. The City reserves the right to extend the RFP submission deadline if, in the City's sole judgment, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their proposals.
- e. The City reserves the right to reject all, or any, of the proposals it receives.
- f. The City reserves the right to withdraw or modify this RFP, and to refrain from awarding contracts altogether.

- g. The City reserves the right to request additional information, including agency support documents, during the RFP evaluation process.
- h. Prior to award of the contract, the CITY reserve the right to request additional information about the history of operations of the PROPOSER and its principals. In addition, field review of existing equipment, facilities and operations will be carried out
- i. Proposals deemed non-responsive will be returned.
- j. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.
- k. No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for one hundred eighty (180) days after the final proposal submission date.
- l. Upon request, all proposals will be available for public review (except financial statements, submitted under a separate cover with a request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction) once negotiations are complete and contract award is ready to be made to the successful PROPOSER.
- m. Any changes to the RFP requirements will be made by addendum. Addenda will be mailed to PROPOSERS at the address provided by PROPOSERS. All addenda shall be signed and attached to the PROPOSAL FORM. Failure to attach any addenda may cause the proposal to be considered non-responsive. Such proposals may be rejected.
- n. No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the CITY shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- o. Nonacceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal or proposed system or equipment was deficient.
- p. Nonacceptance of any proposal will mean that another proposal was deemed to be more advantageous to the CITY or that no proposal was deemed acceptable.

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

SAMPLE CONTRACT – EXHIBIT A

This Agreement is made on this [redacted]th day of the month of [redacted], 2013, 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 Vendor, Address, Suite XX City, CA 90010 (hereinafter referred to as the “CONTRACTOR”).

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. 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 [redacted] Date 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 [redacted] 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 thirty (30) 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, [redacted], 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, Name 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. 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, 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 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.

8.2. **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.

8.2.4. 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 Owner (as the named insured) should Owner 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. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner'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 Owner 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.
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. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
14. **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.

15. **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.
16. **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.
17. **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 Boulevard
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:

Attention: _____

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

19. **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.
20. **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.
21. **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.
22. **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 #th day of Month, 20__.

CONTRACTOR

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Corey Schaffer, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

Special Payment Terms (Con'td)

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

**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

AGREEMENT FOR SERVICES

PAYMENT FOR SERVICES WORKSHEET – EXHIBIT B

Provide an outline for revenue collection and payment methods for tennis services/programs provided and allocations for PROPOSER and CITY.