

REQUEST FOR PROPOSALS



City Of West Hollywood
THE SUNSET STRIP SPECTACULAR

Pilot Creative Off-Site Advertising Sign

October 12, 2015

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Introduction and Schedule

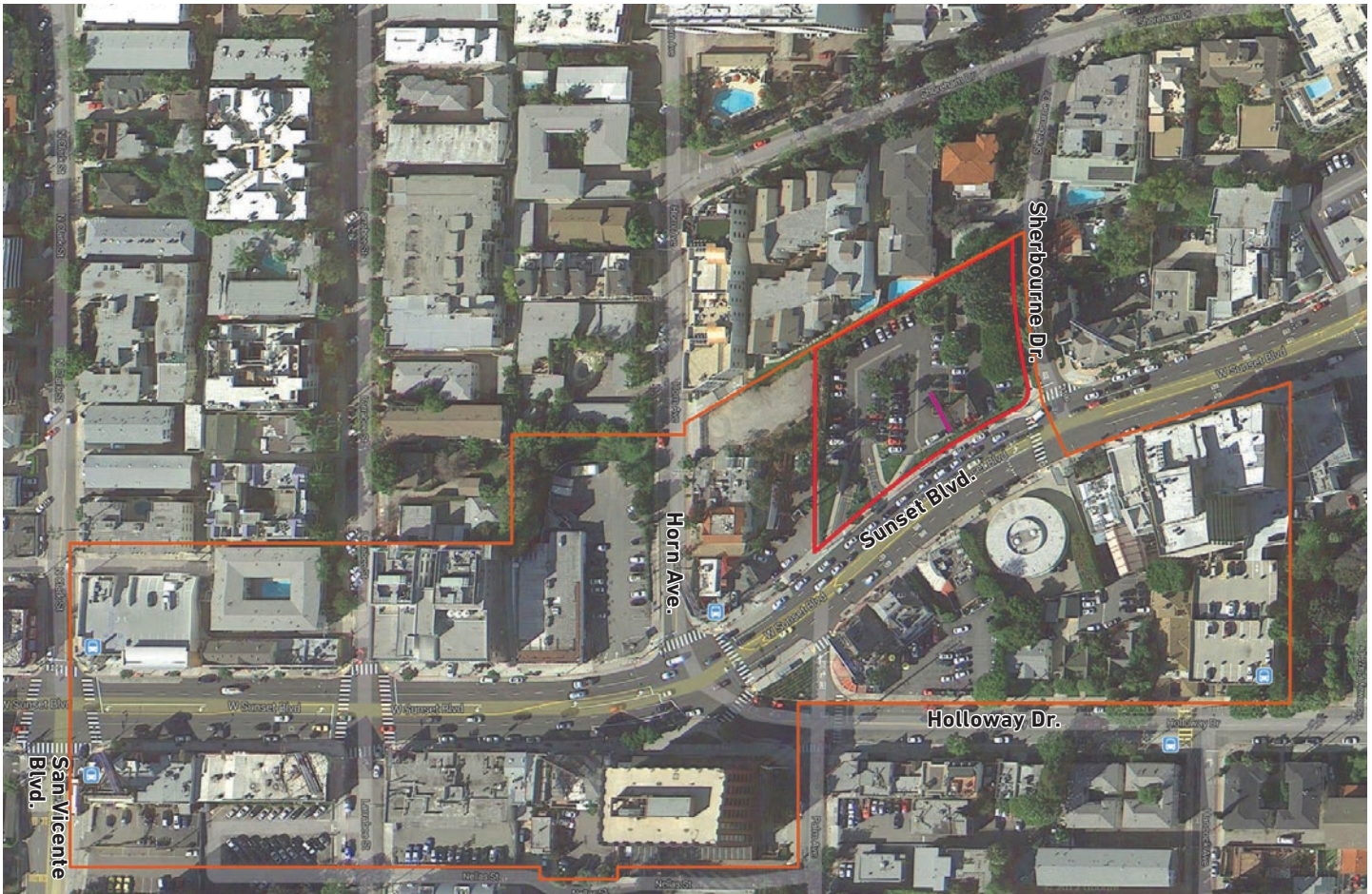


1 Introduction & Schedule



1.1 Purpose of RFP

The City of West Hollywood ("City") is soliciting proposals for the design, construction, management, advertising sales, programming and maintenance of a new offsite advertising sign on the Sunset Strip. The sign shall be located at 8755 Sunset Boulevard. The site is owned by the City and currently functions as a pay to park lot. The site contains a standard single-pole double-sided billboard (48'W x 14'H). The City's current contract with the billboard's outdoor advertising company, Lamar, expires on March 31st, 2016 and then converts to a month to month deal thereafter.



LEGEND

- Site Boundary
- Existing 14' W x 48' H Billboard
- Holloway Triangle Boundary

The site is at a key location along the Sunset Strip, northeast of its intersection with Holloway Drive and is within the area designated as the Holloway Triangle in the City's Sunset Specific Plan ("SSP"). The Holloway Triangle is one of two "nodes" designated by the SSP for impactful and dynamic design for its buildings and open space. The former Tower Records site, soon to be a Gibson Brands flagship store and showcase, is located to the west of the site at the intersection of Sunset Boulevard and Horn Avenue.

1 Introduction & Schedule



Project Site Looking West



Project Site Looking East



Project Site Looking North



The City is seeking to replace the existing double-sided billboard structure with a one-of-a-kind, forward thinking digital sign “spectacular” which would provide an iconic identity for both the City and the Strip. In addition, the City is looking at this sign as a pilot and demonstration of cutting edge advertising programming and technology to help guide and influence policy changes governing new creative off-site signs and digital sign technologies on the Strip. As such, the “spectacular” should incorporate state of the art technologies and innovative design in the display area and support structure. The proposed design should support the City’s ongoing efforts to bring creativity and originality back to the Sunset Strip and serve as a catalyst for the design and implementation of new creative and digital off-site signs.

Concurrent with the Pilot Creative Off-Site Advertising Sign RFP, the City will issue an RFP for a Street Media Program. The goal of the new Street Media Program is to combine placemaking, design, art and information with technology to enhance its urban design, reinforce West Hollywood’s spirit and identity, and provide easily accessible real-time information regarding its multitude of destinations and offerings. Although not required, all Applicants are encouraged to submit proposals for both RFP’s.

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Introduction & Schedule

1.2 RFP Schedule

ACTIVITY	DATE*
RFP issued by the City	October 12, 2015
Pre-proposal Meeting	November 4, 2015; 3:00-4:30pm at West Hollywood Library Community Meeting Room
All questions due	November 18, 2015; 5:00pm
Responses to questions posted	November 23, 2015
Proposal due date	December 15, 2015
Evaluation Committee to review proposals and decide on three (3) finalists	Week of January 11, 2016
Public presentation of proposals by three (3) finalists	Week of February 8, 2016
Interview of finalists	Week of February 15, 2016
Review of finalists	Week of February 22, 2016
Contract award anticipated	April 18, 2016 (or at completion of negotiations)

* Tentative Dates

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Introduction & Schedule

1.3 Implementation Schedule

The target date to begin operation of the Spectacular is within 12-18 months with the Spectacular completed and fully operable within four (4) months. The Applicant shall include a schedule for the construction of the Spectacular with provisions for the coordination of programming, maintenance and operations with the existing outdoor advertising vendor up until its removal.

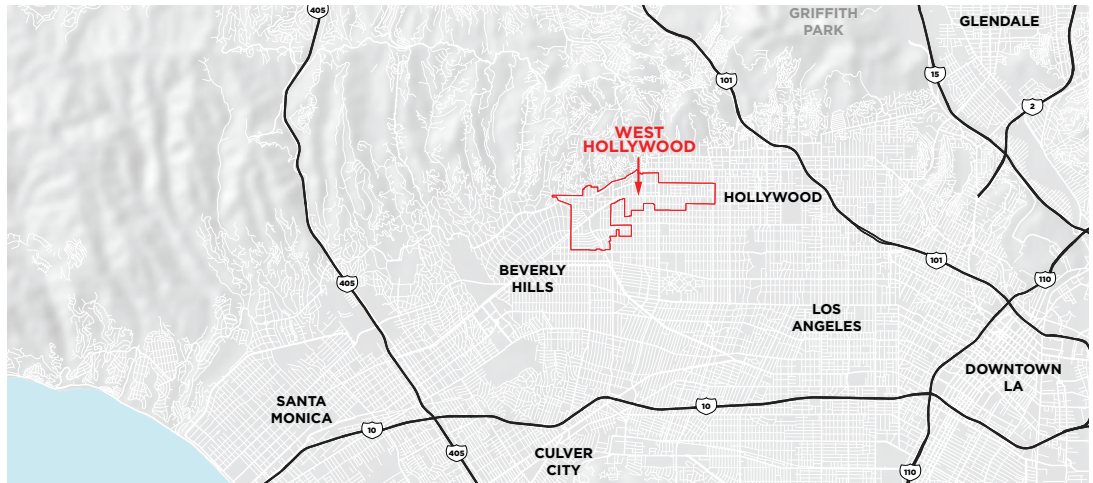
1.4 Questions or Clarifications Pertaining to the RFP

The pre-bid meeting for this proposal will be Wednesday, November 4. Any questions regarding this RFP should be posted to the PlanetBid website. All submitted questions and responses will be posted on PlanetBids and on the City website, <http://www.weho.org/city-hall/city-clerk/public-notices/rfp-rfq-bid-notices>, after the close of the question period on November 18, 2015. No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.

Project Manager: Bianca Siegl
Long Range Mobility Planning Manager
City of West Hollywood
bsiegl@weho.org

West Hollywood and the Sunset Strip





2.1 City Overview

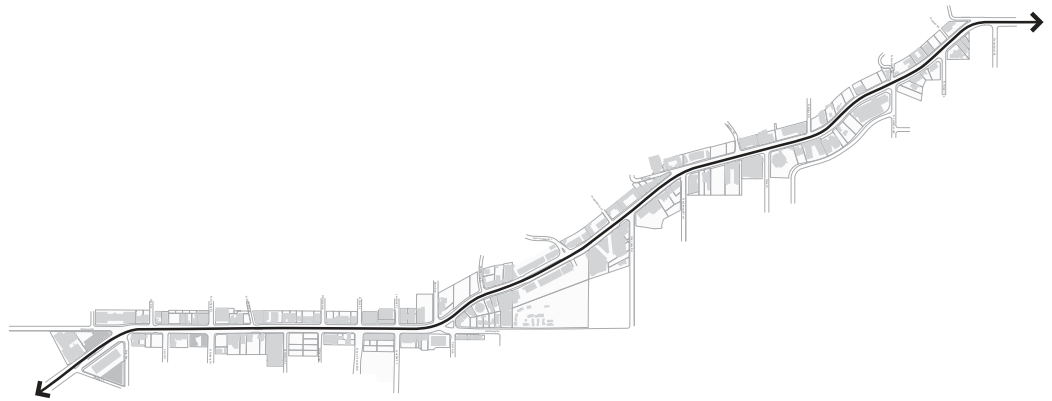
The City of West Hollywood, known as the “Creative City,” was incorporated in 1984. It is 1.9 square miles in area and bounded by Beverly Hills to the west, Hollywood to the east and Los Angeles to the north and south. The City is home to a young, diverse and vibrant community. Its progressive spirit and creativity have put it at the forefront of culture, fashion, entertainment and design.

The City’s main industries are hospitality (hotels, restaurants, nightclubs), entertainment (production, post-production and related uses) and arts and design (furniture and art galleries). Its business community is a reflection of the City’s artistic richness and support of individuality and creativity. It is home to the Sunset Strip, Pacific Design Center and West Hollywood Design District.

West Hollywood is known for its progressive public policies and sensitivity to LGBT, civil and human rights issues. The City administers extensive support for its seniors, youth and residents living with HIV and/or AIDS through its social services programs.

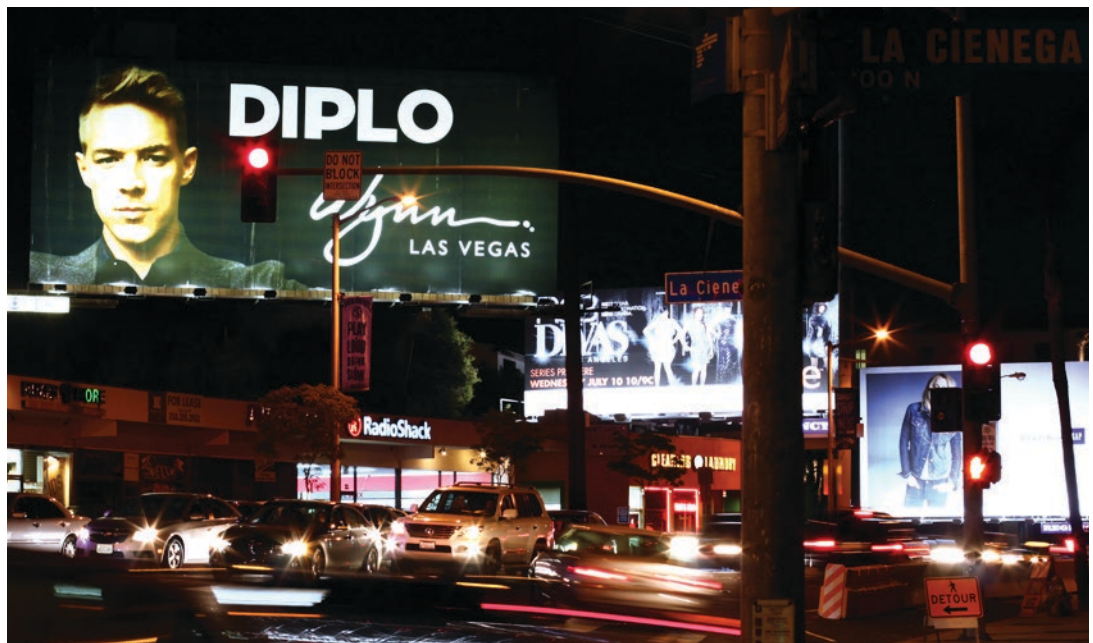
The City seeks to embody and promote its Core Values to the greatest extent possible.

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



2.2 The Sunset Strip

The Sunset Strip is a 1.9-mile segment of Sunset Boulevard located within the City and is one of the world's most iconic streets. Along with Times Square in New York, the Ginza district in Tokyo and Piccadilly Circus in London, it contains one of the densest clusters of offsite signs in the world and like its aforementioned counterparts, is an instantly recognizable destination. The Strip serves as a major connector between the Los Angeles Westside, Hollywood and Downtown and is traversed by 50,000-60,000 cars per day.



West Hollywood and the Sunset Strip



Photos from Robert Landau's "Rock 'N' Roll Billboards of the Sunset Strip"

The Strip has a rich history of innovative and creative signs, most notably its custom painted billboards of the 1960's and 1970's that were driven by the music industry and advertised its artists along with their album releases and concert performances. Its multitude of hotels, restaurants/bars and fashion-based retail has established the Strip as a major driver for the City's local economy. However, the billboards are no longer seen as different or innovative as many of the sign designs, advertisers and products can be seen on off-site signs along major streets throughout Los Angeles.

The Opportunity





The City is seeking proposals from qualified teams, including outdoor advertising companies, advertising agencies, architecture firms, lighting and/or technology companies, etc. (“Applicant”) to design, construct, install, manage, program and maintain a one-of-a-kind iconic, digital “spectacular” off-site sign, The Sunset Strip Spectacular (“The Spectacular”).

The Spectacular shall serve the following functions:

- A platform for creative off-site advertising per program guidelines and sustainable revenue generation for the City of West Hollywood.
- An easily identifiable icon for the Sunset Strip which enhances the visitor experience.
- Reinforcement of the brand of both the Sunset Strip and City of West Hollywood as a destination which fosters creativity and innovation.
- Serve as a demonstration project and prototype for possible future innovative digital signs along the Sunset Strip.



For the purposes of this RFP, a “spectacular” shall be defined as a unique and custom-designed advertising structure utilizing non-traditional technologies and/or special effects as further specified in the Design Guidelines below. The Applicant shall have demonstrated experience in the design, management, programming and maintenance of spectaculars in high traffic (pedestrian and vehicle) locations, including experience with special events and openings. The City strongly encourages Applicants to include creative and innovative design professionals as part of their submission team. Each proposal shall include a preliminary design, advertising sales plan (including annual minimum guarantees) and content programming plan as outlined in the Proposal Submission Guidelines.

Proposal Submission Guidelines

A large, bold white number '4' is centered on a background with a halftone dot pattern. The background is divided into two horizontal sections: the top section is a lighter orange with a pattern of small white dots, and the bottom section is a darker orange with a pattern of small white dots. The number '4' spans across both sections.

4 Proposal Submission Guidelines



All proposals shall include preliminary design concepts for the Spectacular in accordance with the Design Guidelines and Operation Guidelines, and must include the following drawings indicating proposed design, scale, site placement and materials:

- Site Plan
- Elevations
- Sections
- Photo simulations
- 3-D renderings
- Site lines studies from at least four viewing angles (east, west, north and south)

Finalist teams will be required to provide animations of the Spectacular.

All proposals must also include a Programming Plan and Revenue Plan as outlined below.

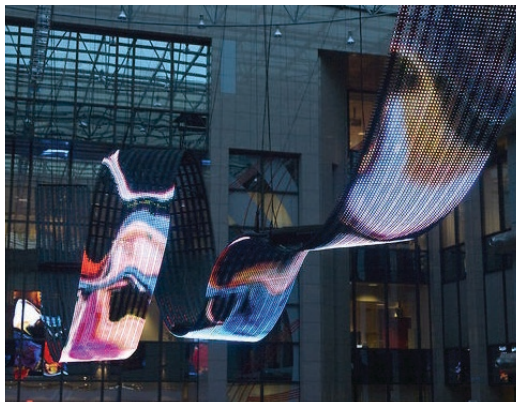
4 Proposal Submission Guidelines

4.1. Design Guidelines

Adherence to the following design parameters is required:

- The Spectacular shall be a 3-D structure with integrated static and/or animated display screen(s) which may be in various shapes, dimensions and proportions. The placement and integration of the display screen(s) with the structure shall be a critical component of the design.
- The Spectacular shall be a maximum of 90 feet in height measured from adjacent sidewalk on Sunset Boulevard.
- The Spectacular shall incorporate an aggregate maximum of 1,000 SF for all digital display elements and 500 SF for all non-digital display elements.
- Solely with respect to LEDs used in the display, a minimum pixel pitch of 12mm is required with higher resolutions encouraged. LEDs used in other parts of the Spectacular (e.g., the structure) may be any pitch or resolution.
- The Spectacular shall integrate The Sunset Strip and/or City identity into its design. This feature does not apply against the aggregate square footage maximums indicated above.
- The Spectacular shall not incorporate driver interaction features or other elements which cause adverse impacts on vehicular traffic
- The Spectacular may be situated anywhere on the site but may not:
 - > Result in minimal net loss of parking spaces
 - > Block other existing billboards
 - > Have negative impacts on the adjacent residential neighborhood, such as spillover lighting or other nuisances
 - > Direct light or sound onto adjacent properties or surfaces

4 Proposal Submission Guidelines



The following design elements are encouraged:

- Specialized lighting, audio and other effects for use in special promotions of limited duration (e.g., water, artificial smoke, fog, bubbles, etc.).
- Curved and/or multi-planar forms and projection surfaces.
- Moving parts and/or integrations of live action (human) elements for use in activations of limited duration.
- Thematic lighting such as:
 - > Neon
 - > LED
 - > Images which change from day to night through lighting effects
 - > Light, words and images projected onto sign
- Alternative textures and surfaces including, plants, vegetation, fabrics and/or flexible materials.
- Sustainable technologies
- Unique 3-D props or protrusions
- Control systems which possess the ability to allow for social media/mobile device interaction between pedestrians and the sign

4 Proposal Submission Guidelines



The Spectacular shall feature state of the art technology and be fully compliant with City regulations of creative billboards, and will be used to test possible updates to the City's regulations.

4.2. Operations Guidelines

The following operation guidelines should be followed in connection with the Spectacular:

- Operating times: 6am to 2am (20 hours per day, 365 days per year)
- Maximum Brightness: 600 nits at night / 6,000 nits during the day
- All control systems must have the ability to display a single image over multiple screens and multiple images over individual screens
- Audio allowed only during special events, subject to approval by the City. Any proposed audio elements must use IS radio or mobile application receiving technology.
- Refresh rates: Both static and motion/animated content shall be permitted. Static images (if digitally displayed) may not be refreshed more often than every eight (8) seconds. Motion / animated content (a) shall avoid rapidly changing image sequences that result in visible brightness change over more than ten percent (10%) of the total display area at a greater rate than three (3) changes per second, and (b) shall not allow for edits at a rate of more than one (1) edit every three (3) seconds. Moving patterns, which change direction, oscillate, flash or reverse in contrast should be avoided.

4 Proposal Submission Guidelines



4.3. Programming Plan

All proposals must include an innovative programming plan for the Spectacular for a minimum of the first twelve (12) months of planned operation. Ideas for live performance broadcasts, Sunset Strip and West Hollywood event tie-ins and social media/interactive broadcasting are encouraged.

The Selected Applicant is responsible for programming 100% of the total content inventory displayed on the Spectacular, including advertising, all of which is subject to the revenue share with the City as specified in Section 4.4 below. All content shall be consistent with the City's Core Values outlined in Section 2.1. The City reserves the right to buy time for displaying content on the Spectacular on an as needed basis at a pre-negotiated rate. Applicants are encouraged to present a programming plan that includes suggestions on how the City might best utilize the Spectacular to provide public benefits.

4 Proposal Submission Guidelines

4.4. Revenue Plan

All proposals must include a revenue pro-forma for a minimum of the first twelve (12) months of planned operation and any additional year based on anticipated additional revenue. Applicants are required to include a minimum annual guarantee of revenue payable to the City. Plans must include monthly projections of gross advertising revenue as well as a proposed revenue split of all advertising revenues with the City. Revenue plans and reporting will be subject to review and verification by a City-appointed third party, during the proposal review period and on an annual basis after execution of contract

4.5. Qualifications

All proposals must include the following information:

- Item #1. Name and address of Applicant.
- Item #2. Name(s) of principal(s) of firm and individual responsible for the day-to-day management of this project.
- Item #3. Examples of Applicant's experience in designing and installing any similar "spectacular" projects that the Applicant believes would showcase their qualifications for this project.
- Item #4: Examples of Applicant's outdoor advertising sales experience.
- Item #5. A matrix of three (3) representative projects showing comparison of final installation completion date with Applicant's originally estimated completion date.
- Item #6. A listing of projects and references for similar projects.
- Item #7. Listing of all team members or consultants (name, specialty, address, phone number & primary contact name) the Applicant proposes to utilize on this project. The City reserves the right to approve or reject any team member or consultant proposed by the Applicant for this project. After the proposal deadline,

4 Proposal Submission Guidelines

substitution of team members may only be made with permission from the City. Provide a list of relevant projects / references demonstrating the team members' and any consultants' qualifications for this project.

- Item #8. List pending or previous litigation over the past five years related to the Applicant's work in the outdoor signage or advertising sales business.
- Item #9. Exceptions - The City reserves the right, without obligation to grant exceptions to the RFP and Contract. However, Applicant must note any exceptions requested and the reasons therefor, in their proposal.
- Item #10. A general narrative, not to exceed three pages (Arial 12 font, single spaced), describing why the Applicant is best qualified for this project.
- Item #11. A maximum total of ten (10) color photographs (8-1/2" by 11" in size) or video clips (a maximum of 30 seconds each), depicting a sampling of previous completed projects of the Applicant. Each photograph/video shall be labeled indicating address of the project, year completed, Applicant's role in the project and reason why it was selected by the Applicant for inclusion in the submittal.

Each applicant should submit eight (8) bound and printed copies of their proposal **and one digital copy via the PlanetBids website** not later than 3pm on December 15, 2015 to:

City Of West Hollywood
City Clerk's Office (The Sunset Strip Spectacular RFP Response)
8300 Santa Monica Boulevard
West Hollywood, CA 90069

NOTE: Proposals must be submitted to the West Hollywood City Clerk's Office. Proposals submitted after the specified time and date will not be accepted.

Proposal Evaluation and Selection



5.1. Evaluation Criteria

The review of all submitted proposals in the City's selection of the three finalists that will proceed to a public presentation and interviews shall be based on the criteria listed below:

CATEGORY	TOTAL POINTS (100)
Understanding of work scope/ completeness, accuracy and quality of proposal	5
Creativity and innovative approach to performing project, including the selection and curating of proposed programming	30
Demonstrated professional skills and credentials: <ul style="list-style-type: none"> • Related experience of the Applicant, Applicant's employees and consultants to be assigned to the project. • References (within the past five years) and demonstrated ability of the Applicant to successfully undertake and complete the project 	30
Economic value to the City	30
Team composed of a varied range of design disciplines	5

After an initial review of all submitted proposals, the City may reject any proposal in which any of the parts are deemed to be outside of an acceptable or competitive range. The City may request additional clarifications or information from any Applicants regarding their proposal(s).

5.2. Selection Process

The evaluation of proposals will be conducted by a team of representatives from relevant City departments in addition to selected City advisors. After the proposals have been assessed and scored, the evaluation team will select a short list of three (3) finalists for a public presentation and interviews. Additional materials may be requested from the finalists such as animations and visuals to indicate the details of the programming plan. The evaluation of the public presentation and interview will be based on the following:

- Initial proposal assessment score
- Approach to performing the project – implementation timeline, operations, and sales
- Financial and programming strategy
- Demonstrated professional skills and credentials of the overall team and its individual members, including related experience and references
- Demonstrated ability of the team to successfully undertake and complete the project

The evaluation team reserves the right to:

- Conduct reference checks relevant to the procurement and project deliverables with any or all of the references included in the proposal
- Require clarifications or additional information relevant to any of the information provided in the Proposal
- Independently verify any of the information in the proposal

The evaluation team intends to recommend selection of one Applicant to enter into an agreement with the City within two (2) months of final consultant selection. The City will not compensate the Selected Applicant for time-spent or expenses related to contract agreement negotiations. If an agreement is not reached, negotiations may be terminated and commenced with the next highest ranked Applicant. The approval and selection of the Pilot Creative Off-Site Advertising Sign provider and award of the agreement is subject to the Approval of the City Council. Upon approval by the City Council, the agreement will be executed by the City.

5.3. Additional Provisions

- All costs of proposal preparation shall be borne by the Applicant.
- The proposal should always include the Applicant's best terms and conditions, though the City reserves the right to negotiate.
- 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.
- 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.
- The City reserves the right to reject all, or any, of the proposals it receives.
- The City reserves the right to withdraw or modify this RFP, and to refrain from awarding contracts altogether.
- The City reserves the right to request additional information, including agency support documents, during the RFP evaluation process.
- Prior to award of the contract, the City reserves the right to request additional information about the history of operations of the Applicant and its principals. In addition, field review of existing equipment, facilities and operations will be carried out.
- Proposals deemed non-responsive will be returned.

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Proposal Evaluation and Selection

- Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.
- 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.
- 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 Applicant.
- 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.
- Non-acceptance 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.
- Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that no proposal was deemed acceptable.



Applicant Contract Guidelines



6 Applicant Contract Guidelines

The Applicant selected by the City (“Selected Applicant”) shall be expected to enter into a contract (“Contract”) with the City to design, construct and install the Spectacular within a City specified schedule and to provide programming, management, advertising sales and maintenance services for the Spectacular for a term of five (5) years (“Term”), with an option for the City to extend the Term for an additional five (5) years if City-specified minimum revenue targets have been achieved. All ownership and other rights and obligations in and to the Spectacular shall revert to the City after the Term.

Pursuant to the Contract, the Selected Applicant shall assume the following obligations:

6.1. Kick-Off Meeting

The Selected Applicant shall attend a kick-off meeting with the Project Manager and other City team members to provide further details and information about their design concepts, advertising sales plan and content plan. The Selected Applicant shall also provide a detailed schedule for construction, testing and commissioning, including all of the obligations listed below. The City shall provide feedback for incorporation into a Design Revisions package.

6.2. Design and Plan Revisions

The Selected Applicant shall make design revisions to its preliminary design concepts, advertising sales plan and content plan based on feedback received from the City before proceeding with Construction Documents. Design Revisions shall include final dimensions, details, specifications of all equipment (structure, lighting hardware, software) and power requirements. The Selected Applicant shall provide day/night time renderings and sightline studies viewed from multiple orientations.

6.3. Environmental Review & Permitting Process

The Selected Applicant’s plans for the Spectacular shall be subject to environmental review under the California Environmental Quality Act (CEQA). The Selected Applicant shall make all changes required for CEQA compliance. Applicant shall pay for any required environmental review studies and related City application fees, meetings and filing of required CEQA notices, as well as for approval through the City’s permitting process.

6 Applicant Contract Guidelines

The Selected Applicant shall submit Construction Documents and structural/electrical drawings and calculations for submittal to the City's divisions of Planning and Building & Safety for approval and is responsible for obtaining all required Planning and Building and Safety permits. The Selected Applicant shall make all changes required for approval per approved schedule.

6.4. Construction

The Selected Applicant shall be solely responsible and shall bear all costs for the construction and installation of the Spectacular in accordance with the City approved Construction Documents, including the structure, all site prep work, provisions for all hardware, software and playback equipment, lighting, power and data distribution and equipment testing.

6.5. Programming and Management

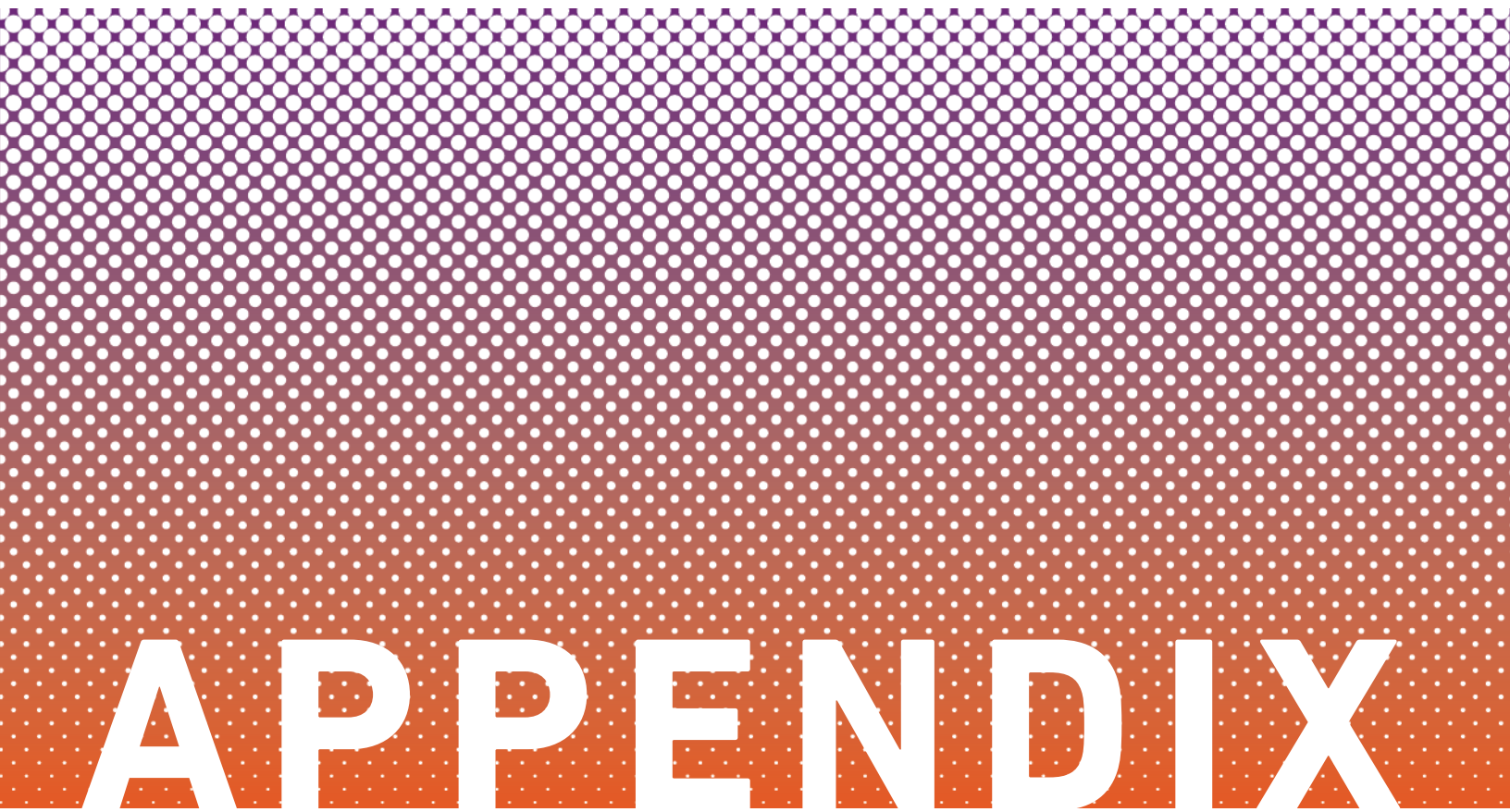
The Selected Applicant shall be solely responsible for programming and managing all content that appears on The Spectacular, including all advertising and City provided content. All content displayed on The Spectacular, including all proposed advertisements, are subject to review and approval by the City as described in Section 4.3.

A six (6) month test period may be required by the City at the onset of the Spectacular's operation for implementation of City-directed experimentation with motion, brightness and other programming parameters.

6.6. Operations and Maintenance

The Applicant shall be solely responsible for providing and paying for all preventative and ongoing maintenance of The Spectacular, including all lighting and digital hardware, technological updates, programming software and the structure, as well as all operating costs (including the cost of electricity). The Selected Applicant shall operate the Spectacular in accordance with the Operation Guidelines specified in Section 4.2.

The operation of the Spectacular shall be in full compliance with relevant City ordinances, including updates to those ordinances and annual auditing.



APPENDIX

City of West Hollywood Agreement for Services

This Agreement is made on this #th day of Month, 20XX, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Corporation, 1500 Main Street, City CA 90000 (hereinafter referred to as the "LICENSEE").

RECITALS

- A. The CITY seeks to improve and enhance the use of its rights-of-way by providing a Pilot Creative Offsite Sign ("Sunset Strip Spectacular") that goes beyond common perceptions of function, aesthetic and communication through user-friendly design and cutting edge technologies which will make significant improvements and updates to its public realm and engage both residents and visitors through a unified and cohesive family of assets.
- B. The CITY seeks a distinctive and easily identifiable network of static, web-based and digital elements to provide real-time information on multi-modal transit and City amenities and activities;
- C. The CITY seeks to optimize the latest technologies through incorporation of wireless internet, mobile, interactive and sensor-based features integrated into the City's public realm;
- D. The CITY seeks to improving the pedestrian and commuter mobility user experience through a a corridor of iconic and creative billboards and tall walls uniquely designed for West Hollywood;
- E. The CITY seeks enhanced revenue generation opportunities for the City through advertising creatively integrated into the sign;
- F. The CITY issued a request for proposals for a new Pilot Creative Offsite Sign;
- G. The LICENSEE submitted a proposal to fabricate, install and maintain the desired offsite sign on the City property and to retain certain advertising revenue associated therewith, and demonstrated that it has the necessary qualifications by reason of experience, preparation, and organization to provide such product and services;
- H. The CITY selected LICENSEE's proposal and now desires to enter into an Agreement to set forth the terms and conditions under which the Pilot Creative Offsite Sign will be provided.
- I. NOW, THEREFORE, the CITY and the LICENSEE, mutually agree as follows:
 1. **SERVICES.** The LICENSEE 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 _____, 20__ unless extended in writing in advance by both parties.
3. **TIME OF PERFORMANCE.** The services of the LICENSEE 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 LICENSEE shall be compensated in an amount not to exceed \$#,##0 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 LICENSEE shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The LICENSEE 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. **CONSIDERATION AND PUBLIC SERVICE ADVERTISING.** In consideration of the exclusive license granted herein, LICENSEE agrees to provide as consideration to the CITY an option to purchase advertising on the Pilot Creative Offsite Sign at a discounted rate of _____, up to a maximum twenty percent (20%) of the total inventory displayed.
6. **CONTRACT ADMINISTRATION.**
 - 6.1. **The CITY's Representative.** Unless otherwise designated in writing, (City Staff Person) shall serve as the CITY's representative for the administration of the project. All activities performed by the LICENSEE shall be coordinated with this person.
 - 6.2. **Manager-in-Charge.** For the LICENSEE, S. Jones 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 LICENSEE. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
 - 6.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the LICENSEE upon request in order to minimize duplication of efforts. The CITY's staff shall work with the LICENSEE as necessary to facilitate performance of the services.
 - 6.4. **Personnel.** The LICENSEE 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 LICENSEE or under its supervision, and all personnel

engaged in the work shall be qualified to perform such services. The LICENSEE reserves the right to determine the assignment of its own employees to the performance of the LICENSEE's services under this Agreement, but the CITY reserves the right, for good cause, to require the LICENSEE to exclude any employee from performing services on the CITY's premises.

- 6.5. **Advertising Content.** Advertising content proposed for display on the Pilot Creative Offsite Sign shall be subject to prior approval by the CITY. The CITY's approval shall be limited to assuring that the content does not violate CITY policy, community standards or core values. Lisa Belsanti, the CITY's Manager of Communications, or her designee, will serve as the CITY's Representative in approving content. In the event that copy has not been disapproved within 5 business days of the date of submission, it shall be deemed approved. Any disapproval shall be in writing setting forth the reasons therefore in reasonable particularity.

7. TERMINATION.

- 7.1. **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 LICENSEE 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.
- 7.2. **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 LICENSEE 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 LICENSEE shall be responsible for any additional costs incurred by the CITY in securing the services from another LICENSEE.

8. **INDEMNIFICATION.** LICENSEE 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 LICENSEE'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

LICENSEE'S legal counsel unacceptable, then LICENSEE 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 LICENSEE 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.

9. **INSURANCE REQUIREMENTS.**

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

9.1.1. **Workers' Compensation Coverage.** The LICENSEE 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 LICENSEE 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 LICENSEE for City.

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

9.1.2. **General Liability Coverage.** The LICENSEE 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.

- 9.1.3. **Automobile Liability Coverage.** The LICENSEE shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the LICENSEE 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 LICENSEE or LICENSEE's employees will use personal autos in any way on this project, LICENSEE shall obtain evidence of personal auto liability coverage for each such person.
- 9.1.4. **Professional Liability Coverage.** The LICENSEE shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the LICENSEE's operations under this Agreement, whether such operations be by the LICENSEE or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 9.2. **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. LICENSEE also agrees to require all LICENSEEs, and subcontractors to do likewise.
- 9.2.1. "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 LICENSEE, including materials, parts, or equipment furnished in connection with such work or operations."
- 9.2.2. 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.
- 9.2.3. 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.
- 9.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, LICENSEE 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.

- 9.2.5. 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.
 - 9.2.6. 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.
 - 9.2.7. 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.
 - 9.2.8. LICENSEE agrees to provide immediate notice to City of any claim or loss against LICENSEE 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.
- 9.3. **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 LICENSEE (as the named insured) should LICENSEE 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. LICENSEE understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by LICENSEE as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on LICENSEE's behalf upon the LICENSEE'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 LICENSEE for breach of this Agreement in addition to any other damages incurred by City due to the breach.

- 9.4. **Certificates of Insurance.** The LICENSEE 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 LICENSEE shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 9.5. **Failure to Procure Insurance.** Failure on the part of the LICENSEE 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.
10. **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 LICENSEE. Assignments of any or all rights, duties, or obligations of the LICENSEE under this Agreement will be permitted only with the express consent of the CITY. The LICENSEE 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 LICENSEE 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.
11. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The LICENSEE shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 11.1. **Taxes.** The LICENSEE agrees to pay all required taxes on amounts paid to the LICENSEE 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 LICENSEE relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent LICENSEE status of the LICENSEE and the audit in any way fails to sustain the validity of a wholly independent LICENSEE relationship between the CITY and the LICENSEE, then the LICENSEE agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 11.2. **Workers' Compensation Law.** The LICENSEE shall fully comply with the workers' compensation law regarding the LICENSEE and the

LICENSEE's employees. The LICENSEE further agrees to indemnify and hold the CITY harmless from any failure of the LICENSEE to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the LICENSEE under this Agreement any amount due to the CITY from the LICENSEE as a result of the LICENSEE's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 11.3. **Licenses.** The LICENSEE 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 LICENSEE to practice its profession. The LICENSEE represents and warrants to the CITY that the LICENSEE 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 LICENSEE to practice its profession. The LICENSEE shall maintain a City of West Hollywood business license, if required under CITY ordinance.
12. **CONFLICT OF INTEREST.** The LICENSEE 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 LICENSEE 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.
13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The LICENSEE 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 LICENSEE 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 LICENSEE 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.
14. **LIVING WAGE ORDINANCE.** The LICENSEE shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the LICENSEE shall keep on file sufficient evidence of its employee

compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

15. [Omitted]
16. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The LICENSEE shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the LICENSEE 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 LICENSEE'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.
17. **RESTRICTIONS: Arab League Boycott of Israel.** The LICENSEE hereby affirms it does not honor the Arab League Boycott of Israel.
18. **RECORDS AND AUDITS.** The LICENSEE 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 LICENSEE for a period of three years after the expiration of this Agreement.
19. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the LICENSEE, except the LICENSEE'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 LICENSEE, but any re-use of such documents by the CITY on any other project without prior written consent of the LICENSEE shall be at the sole risk of the CITY. The LICENSEE shall at its sole expense provide all such documents to the CITY upon request.
20. **INDEPENDENT LICENSEE.** The LICENSEE 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 LICENSEE or any of the LICENSEE's employees or agents, except as herein set forth. The LICENSEE 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 LICENSEE 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.
21. **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: _____

LICENSEE: XYZ Corporation
1500 Main Street
City, CA 90000

Attention: _____

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
23. **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.
24. **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.
25. **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.

26. **AUTHORITY TO ENTER AGREEMENT.** The LICENSEE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the #th day of Month, 2014.

LICENSEE: XYZ Corporation

J. Smith, President

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

**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.

LICENSEE Signature _____

Printed Name of LICENSEE _____

Date _____

