

# **City of West Hollywood**

**Request for Proposals for**

**Production Services**

**West Hollywood Annual**

**Russian Arts and Culture Festival**

**Sunday, May 21, 2017**

**11 AM – 7 PM**



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## **1. INTRODUCTION**

### **1.1. Introduction**

The City of West Hollywood, hereinafter referred to as "City," is soliciting proposals from qualified vendors for full event production services for its annual Russian Arts and Culture Festival. The required services and qualifications are described in the Scope of Services.

### **1.2. Background**

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. Police service is contracted with the Los Angeles County Sheriff's Department and fire protection is provided through the Los Angeles County and Consolidated Fire Protection District.

With a population of over 34,000 and approximately 25,000 residential units in a land area of only 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. The City is home to the world famous Sunset Strip and hosts the Halloween Carnival in October, the Christopher Street West Gay, Lesbian and Transgender Pride Parade and Festival in June, the Russian Arts and Culture Festival in May, as well as dozens of visitor attractions that include a wide variety of restaurants and entertainment venues that cater to local residents, visitors, and tourists.

The City of West Hollywood prides itself on being accountable to the members of its community and is committed to actively seeking public participation in all aspects of governance. With that in mind, the City does an outstanding job of addressing the needs of the Russian-speaking community, which comprises roughly 15% of the City's population.

With growing support from the City, both the Russian-speaking residents of West Hollywood and the City's Russian Advisory Board (RAB) have been instrumental in the creation of an impressive number of programs targeting the Russian-speaking community. Of greater significance is that this collaboration has made it possible for many aspects of the Russian cultural heritage to be introduced to the greater Los Angeles area. Thanks to the many programs spearheaded by the RAB, West Hollywood has gained a reputation as home to a number of Russian-specific programs and activities, one of which includes the Annual Russian Arts and Culture Festival.

## **2. PROJECT INFORMATION**

### **2.1. Russian Arts and Culture Festival Overview**

The City of West Hollywood sponsors an Annual Russian Cultural Week, which celebrated its 15th anniversary in 2016. Individual community sponsors also contribute to funding the event. Russian Arts and Culture Festival in West Hollywood demonstrates a successful community partnership, which gives an opportunity for the

community at large to experience, enjoy and share the cultural heritage of its members. Russian Cultural Week attracts over 3,000 participants to a family-friendly week of events and special performances which celebrate Russian-American arts, crafts, music, food, and entertainment with the West Hollywood and greater Los Angeles communities. The Russian Arts and Culture Week usually culminates with the Russian Arts and Culture Festival that takes place annually in May in Plummer Park in the City of West Hollywood. The Russian Advisory Board of the City of West Hollywood selects the date for the event.

The Festival usually features two (2) stages, kid's town, food court, sports corner, as well as a number of vendors introducing their businesses and selling their products, which reflect and introduce cultural flavor to the event.

Time is a critical element in the preparation, execution and striking of this event.

EVENT DATE: Sunday, May 21, 2017 ( from 11 a.m. to 7 p.m.)

EVENT ADDRESS: Plummer Park (7737 Santa Monica Blvd., West Hollywood, CA 90046)

SET- UP: Saturday, May 20, 2017 (10:00 a.m. to 8:00 p.m.)

STRIKE: All strike must be completed by 10 p.m. on Sunday, May 21, 2017

**Set up is done the day before the event, which allows 8 hours (12:00 p.m. – 8:00 p.m.) to begin and complete set-up.**

The Proposer is expected to strike the event and all structures immediately following the event, and is expected to be completed by 10 p.m. on the day of the event.

## **2.2. Scope of Services**

The City is soliciting proposals to provide professional event production services for its annual Russian Arts and Culture Festival. The selected Proposer will possess extensive experience in all areas related to event planning, production and execution.

Interested Proposers should demonstrate expertise in the following areas:

- Logistical Planning
- Production Management and Execution
- Entertainment Acquisitions and Artist Management
- Creative Design and Graphic Services
- Staging and Rigging
- Sound and Audio Engineering
- Video and Video Projection
- Lighting
- Power Distribution
- Tenting
- Permitting

- Food Vendor Solicitation and Management
- Sponsorship Recruitment
- Rentals (Portable Restrooms, Heavy Equipment, Barricades, etc.)
- Collaboration with City Staff and City Leadership

The selected Proposer should expect to provide all of the above listed goods and services related to the production of the Russian Arts and Culture Festival and as such, should factor all elements into the proposed cost of \$40,000.00 dollars. Cost for permits specifically and exclusively required for the event will be covered by the City; any permits/licenses legally required for the Proposer to practice his/her profession are the responsibility of the Proposer and should not be factored into the proposed cost.

The selected Proposer should have a reputation for outstanding service to its clients as well as a proven track record of successfully executing similar projects. Proposers submitting proposals may subcontract certain production elements and services as needed, provided all insurance and bond requirements are met. The planning process for the Russian Arts and Culture Festival may begin immediately following the City's selection of a Proposer.

The selected Proposer will work with a Project Coordinator, City Staff, and Elected Officials.

The City's vision of the Russian Arts and Culture Festival is to maintain and elevate the quality of the Festival and make it "the place to be" for the residents and visitors of the City of West Hollywood who would like to experience the rich flavor of the Russian Culture. The Proposer will be expected to implement innovative solutions to realize the vision of the Russian Arts and Culture Festival, in collaboration with the City.

The Proposer's proposal should offer suggestions that are original, creative, and encompassing of this vision. When designing a vision for the Festival, Proposers should work within the location parameters (Plummer Park of the City of West Hollywood).

Creative possibilities that encompass the Festival vision may include: additional smaller events or private parties leading up to the Festival, i.e. charity fundraisers, elegant, private events with entertainment during the Festival, or various experiences for the public throughout the Festival. Proposers may include ancillary events or event elements such as these in their proposals. Costs for all elements connected to the Proposer's vision should be enumerated in the submitted proposal.

Priorities:

- Supply a Director to oversee the program;
- Develop a detailed plan of the event;
- Provide comprehensive programming for the event.

The contractor shall:

- Coordinate the Russian Arts and Culture Festival under the guidance of the Russian Advisory Board. Report to staff regarding major decisions. Provide updates on a regular basis and ensure that Russian Arts and Culture Festival programming and exhibitors reflect the diversity of the community.
- The contractor will work with the City staff to develop a detailed work plan for the Russian Arts and Culture Festival, setting out the schedule and specific target deliverables and metrics, as the first order of business.
- Coordinate and recruit all vendors and volunteers; as well as the use of facilities and parking.
- Work closely with lead staff on recruitment of sponsors and help to facilitate sponsor relations.
- Coordinate Festival exhibitors with staff assistance, including recruiting new exhibitors, vendors, performers, and maintain ongoing communication with said exhibitors, vendors and performers.
- Work closely with lead staff on programming and design and implementation of event on park premises.
- Develop and implement an effective marketing strategy to significantly raise awareness and participation in the Festival. Coordinate with lead staff on marketing campaign.
- Use social media to promote the event.
- Work with staff to ensure that all logistical needs are met, including equipment, exhibitor requirements, décor, food permits, park preparation, parking and other staffing needs.
- Work with rental companies to coordinate the logistics and design of the event and to ensure that set-up needs are met.
- Stay within designated budget. All expenditures to be approved by city staff

### **2.3. *Proposal Specifications and General Requirements***

Generally, the City would expect the Contractor to fulfill the following duties:

- Provide personnel who have expertise and experience in putting together special events

Companies bidding on this project should provide an estimate for the cost of Director/Coordinator of the entire event, subordinate coordinators of the parts of the event, such as, but not limited to, art show, children's concerts, contests, kids activities, etc.

#### **2.4. Additional Requirements**

Vendors will detail in their proposals the following:

- their process of working and finding participants, vendors, volunteers, and other necessary components of the event.
- their process of outreach to the community and design concept of promotional materials.
- how the Director will be managed and by whom.

Vendors may be asked to give a short presentation (15-20 minutes) to the selection panelists in December 2016 and should be prepared to field questions.

### **3. PROPOSAL PROCESS**

#### **3.1 Notices to Potential Proposers**

Proposer understands and agrees that, as stated in Section 4.5 of this Request for Proposal (RFP), the Proposer's owners, executives, employees, subcontractors, consultants or any such individual(s) serving in the capacity of spokesperson for the Proposer submitting a bid shall not meet with or engage in oral or written communication with any City employee, City Council member, City appointed official or employee concerning this RFP.

All communication with respect to questions, qualifications or the proposal must be submitted electronically at the following address: [russianfestproposals@weho.org](mailto:russianfestproposals@weho.org) with the subject line: **Proposal: Russian Arts and Culture Festival**

Proposer understands and agrees that nothing contained in this RFP or in any communication related thereto constitutes a representation or promise by the City to hire or execute a contract with the Proposer.

All information and materials contained in this document or furnished by or on behalf of the City, are provided without representation or warranty as to the accuracy, completeness or otherwise of such information, and are provided to potential Proposer without any recourse whatsoever. Each Proposer is responsible for independently verifying all information to its own satisfaction.

All proposals submitted will become subject to public disclosure only after the City has selected a finalist with whom to contract. The City will not be responsible for any costs incurred in the preparation and submittal of proposals. All proposals and materials submitted will become property of the City and will not be returned. The City reserves

the right to reject any and all proposal(s) in whole or in part, to negotiate with all, some or none of the Proposer(s), and award to the Proposer whose proposal is most advantageous to the City.

### **3.2. Proposal Opening**

The RFP will not be awarded on a low bid basis; therefore, proposals will not be opened in a public bid opening process.

### **3.3. Purpose**

The purpose of this Request for Proposal (RFP) is to provide interested, qualified vendors with sufficient information to enable them to submit proposals for putting together programming for the Russian Arts and Culture Festival

### **3.4. Qualifications Submission**

- By submitting a proposal the Vendor 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. Additionally, the Vendor 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: Two (2) sealed copies [one (1) original and one (1) photocopy] of the completed proposals. Alternatively, proposals can be submitted electronically to [russianfestproposals@weho.org](mailto:russianfestproposals@weho.org) in pdf format with the subject line: **Proposal: Russian Arts and Culture Festival**

- No oral, telephonic or telegraphic proposal or modification of proposal will be considered.

### **3.5. Disclosure of Contents of Proposal**

All proposals accepted by the City of West Hollywood shall become the exclusive property of the City. **Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, 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.

**3.6. Proposal Due Date**

Proposals will be accepted up to the hour of 12:00 PM on Monday, December 5, 2016.

Proposals must be submitted addressed as follows:

City Clerk  
City of West Hollywood  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069

Proposals must be submitted in envelopes plainly marked with:

Proposal: Russian Arts and Culture Festival

Or to [russianfestproposals@weho.org](mailto:russianfestproposals@weho.org) in pdf format with the subject line:

**Proposal: Russian Arts and Culture Festival**

Electronic submissions received after the stated date and time will not be accepted or considered by the City.

**3.7. Schedule of Events**

This RFP has been developed in order to provide adequate information for potential vendors 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	November 17, 2016
Final Date for Submitting Proposal	December 5, 2016
Proposal Evaluation by City	December 12, 2016
Negotiations begin with finalist(s)	December 19 2016
Council Considers Staff Recommendation	January 23, 2017
Contract Begins – Tentative Date	January 23, 2017

**3.8. 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 to:

Tatiana Rodzinek, Russian Community Outreach Coordinator  
City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069

Phone: (323) 848-6826  
Fax: (323) 848-6498  
[trodzinek@weho.org](mailto:trodzinek@weho.org)

Or to [russianfestproposals@weho.org](mailto:russianfestproposals@weho.org) in pdf format with the subject line:  
**Proposal: Russian Arts and Culture Festival**

Specific questions relating to the content of this RFP should be submitted on or before Monday, December 5, 2016.

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

### **3.9. Common Questions and Answers**

Q: *Is there a pre-bid conference?*

A: No. Questions about the RFP should be submitted prior to December 5, 2016, as detailed above.

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

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

### **3.10. Vendor 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 Vendor will become the property of the City when received and **are subject to public records requests.**

To assist in the evaluation of the submitted proposal to this RFP, each proposal must conform to the following format:

- A letter of transmittal
  - Briefly state the proposer understanding of the work to be done and commitment to perform the work.
  - State why you believe you are the best qualified to perform the requested services.
  - State that your firm has reviewed all of the general requirements of the RFP and can fully comply with those requirements.
- An executive summary
- General Vendor Information
  - Name and address of your firm and the individual/corporate officer authorized to execute this agreement.

- A brief description of your firm's history, ownership, organizational structure, location, length of time in business, company size, and licenses to do business in the State of California.
- The names, experience, qualifications and applicable licenses held by the individuals primarily responsible for servicing the City and any other person(s) with specialized skills that would be assigned to service the City.
- A listing of clients for which you have performed similar work.
- All vendors must submit a detailed and realistic implementation plan which identifies all resources that will be provided by vendor as required to fully implement vendor's proposal. In addition, vendors are to identify any sub-contractors used, and all resources which are to be provided by City
- Detail and discuss any exceptions to this RFP

### **3.11. Evaluation Factors**

No single criteria, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the 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 vendor.
- Length of time in business.
- Demonstrated financial stability.
- The adequacy of the vendor's financial resources.
- Proposed business plan.
- Proposed timeline.
- Competitive pricing.
- The quality of the services offered.
- The capacity of the vendor to perform the contract or provide the service promptly, within the time specified, and without delay or interference.

Vendors' proposals will be evaluated against the specifications as presented in the RFP. A vendor 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 Vendor shall be firm prices and not subject to increase during the term of any contractual agreement arising between the City and Vendor as a result of said proposal. Vendors' quoted prices **must** include any applicable federal or state tax. Vendors 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 vendors are deemed equal, the City reserves the right to make the award to one of the two Vendors. Vendors are responsible for the cost of preparing and submitting proposals.

##### **4.4. Contracts**

It is recognized that the formal basis of any agreement between Vendor and City is a contract rather than submission of proposals. Please see sample contract (Section 5).

##### **4.5. Service Date**

Vendors will specify in their proposals that the proposed beginning date of service of January 2017 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 Vendor 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 Vendor 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 Vendor. Specific insurance provisions will be delineated in the contract between Vendor 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.

## 6. SAMPLE OF CITY STANDARD CONTRACT

### CITY OF WEST HOLLYWOOD AGREEMENT FOR SERVICES

This Agreement is made on this #th day of Month, 2016, 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 "CONTRACTOR").

#### RECITALS

- 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 \_\_\_\_\_, 20\_\_ unless extended in writing in advance by both parties.
  3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
  4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$###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 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, (City Staff Person) 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, 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 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 two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability and automobile 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. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the 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. CONTRACTOR shall require each Core Vendor /Service provider hired to provide core event services as part of the event to submit a Certificate of Insurance with proper policy endorsement to the CITY evidencing the following coverages:
- 8.5.1. Commercial General Liability insurance with limits of no less than one million dollars (\$1,000,000) per occurrence naming City of West Hollywood, its' elected or appointed officers, officials, employees, agents, and volunteers as additional insured on a primary and non-contributory basis;
- 8.6. **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. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole

risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF WEST HOLLYWOOD  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069-6216

Attention: \_\_\_\_\_

CONTRACTOR: XYZ Corporation  
1500 Main Street  
City, CA 90000

Attention: \_\_\_\_\_

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement,

statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the #th day of Month, 2016.

CONTRACTOR: XYZ Corporation

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J. Smith, President

CITY OF WEST HOLLYWOOD:

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Department Director

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Paul Arevalo, City Manager

ATTEST:

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Yvonne Quarker, City Clerk



## **Exhibit A**

**Scope of Services:**

**Time of Performance:**

**Special Payment Terms:**

Exhibit B

**Certificate of Exemption from  
Workers' Compensation Insurance**

TO: City of West Hollywood

SUBJECT: 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 \_\_\_\_\_