

# REQUEST FOR PROPOSALS

CITY OF WEST HOLLYWOOD  
ARTS DIVISION

## PUBLIC ART EXHIBITION (NEON) CURATOR



Date Released: May 1, 2019

**Deadline to Apply: May 31, 2019**



City of West Hollywood  
California 1984

City of West Hollywood  
Economic Development Department  
Arts Division

[weho.org/arts](http://weho.org/arts)

Above: *La Fonda* was exhibited in West Hollywood in 2010 with the on route – 66 lights exhibition presented in partnership with the Museum of Neon Art.

## **A. PURPOSE AND INVITATION TO SUBMIT PROPOSALS**

The City of West Hollywood through its Arts Division requests proposals from qualified individuals, teams, or firms to curate a temporary public art exhibition of contemporary neon art works. Independent curators and curators representing non-profit art organizations, art center, galleries and/or museums are invited to develop proposals for an engaging temporary public art exhibition of neon art work. Qualified curators will have experience and capability to perform the tasks described in the Scope of Work. Proposals may be artistic, cultural or popular in nature and may (but are not required to) feature themes related to the City's unique history.

The City has identified a primary location for the exhibition with two unique sites that can accommodate 2 neon art works to be installed on existing foundations with electrical connections. One location is adjacent to the Virginia Court Motel Diver sign, a neon artwork in the City's permanent urban art collection and was also a part of a 2011 exhibition titled *on route – 66 lights*, presented in partnership with the Museum of Neon Art. Additional information about the *on route – 66 lights* exhibition can be found on the city's website: <https://www.weho.org/community/arts-and-culture/about/projects-by-year/2013-projects/on-route-66-lights>.

Art works included in the exhibition proposal should be able to withstand the natural elements and be ready to install in a public setting. Delicate art works that maybe vulnerable to the elements and/or public interactions are not advisable for this setting. The term of the exhibition is expected to begin in August 2019 and conclude in June 2021.

## **B. ELIGIBILITY**

This is an open call to arts professionals. Proposals submitted by arts professionals, non-profit art organizations, art center, galleries and/or museums for exhibitions of emerging and established artists will be considered. The successful candidate will possess a proven record and have demonstrated abilities in curating, planning, implementing, and managing dynamic public art exhibitions of neon art. The qualified candidate will have strong organizational skills, excellent written communication skills and experience in organizing public art installations of similar scope.

## **C. BUDGET**

Proposals should include a competitive bid for the anticipated scope of work to include an all-inclusive budget to cover all costs associated with the exhibition including, but not limited to, the curator fee, preparation of art works for exhibition, artist fees, transportation of art elements, preparation of written exhibition didactics and labels, electrical engineering fees, structural engineering fees, and installation and de-installation services. The City will provide professional graphic design services for the signage and didactic material to accompany the exhibition.

## **D. DEADLINE**

Proposals should be received no later than **5:00 PM PST on Friday, May 31, 2019.**

## E. SCHEDULE

The following dates represent the City's best estimate of the RFP schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

May 1, 2019	RFP Released
May 31	Deadline for Submissions
June 6	Finalists notified/invited to present on June 27
June 17	Deadline for finalists to submit presentation materials
June 27	Art on the Outside Subcommittee Presentation
July	Contract execution, exhibition preparation, structural engineering and electrical engineering review
August	Installation
June 2021	Exhibition concludes
Summer 2021	Deinstallation

## F. BACKGROUND

The City of West Hollywood, known as the "Creative City," was incorporated in 1984. It is 1.9 square miles in area and is 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 has put it as the forefront of culture, fashion, hospitality, entertainment and design. Its variety of residential neighborhoods, commercial districts and public amenities has made it one of the most desirable places to live, work and visit in Southern California.

West Hollywood is home to approximately 37,000 residents and over 3,500 businesses. The weekend population swells from nearby communities take advantage of shopping, dining and entertainment. It is densely populated and is a high traffic area. Approximately 40% of the City's residents identify with the LGBTQ community, 10% are Russian-speaking immigrants, and close to 20% are older adults. The City's main industries are hospitality (hotels, restaurants, and nightclubs), entertainment (production, post production and related uses) and arts and design (fashion, furniture and art galleries). Its business community is a reflection of the City's artistic richness and support of individuality, diversity and creativity.

The City of West Hollywood delivers a broad array of arts programs through the City's Arts Division (@wehoarts), including: Art on the Outside (temporary public art), Summer Sounds, Winter Sounds, WeHo Reads, Free Theatre in the Parks, Arts Grants for Nonprofit Arts Organizations, Library Exhibits and Programming, One City One Pride LGBTQ Arts Festival, and Urban Art Program (permanent public art). [www.weho.org/arts](http://www.weho.org/arts)

## G. LOCATION - SITE DETAILS

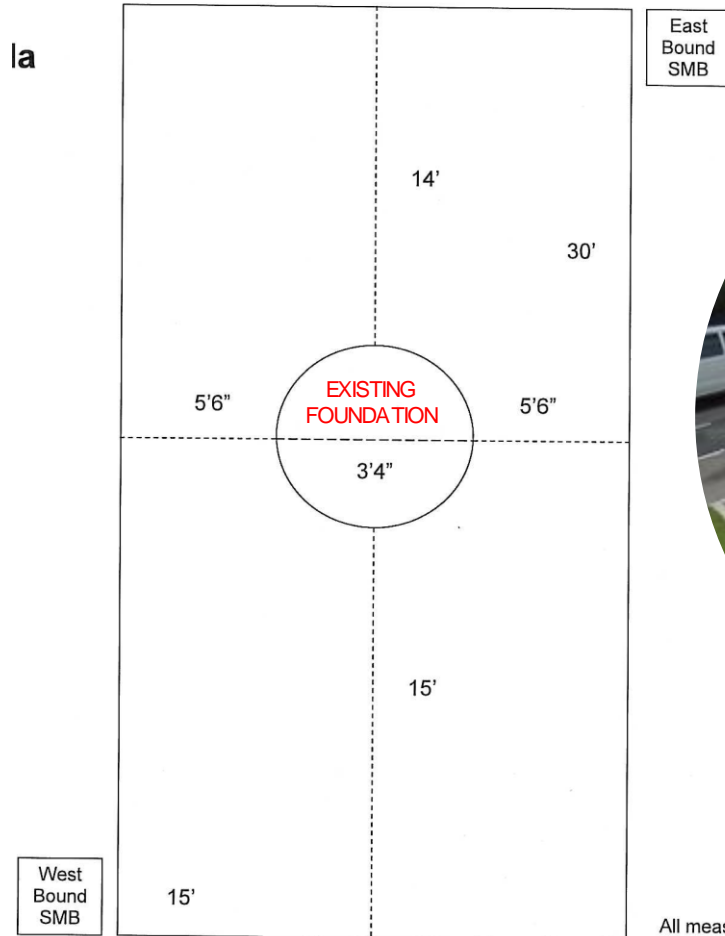
The City has identified a primary location for the exhibition with two sites.

Aerial view of the primary location including the two sites and existing neon art work:



### Site #1: Santa Monica Boulevard at Holloway Drive

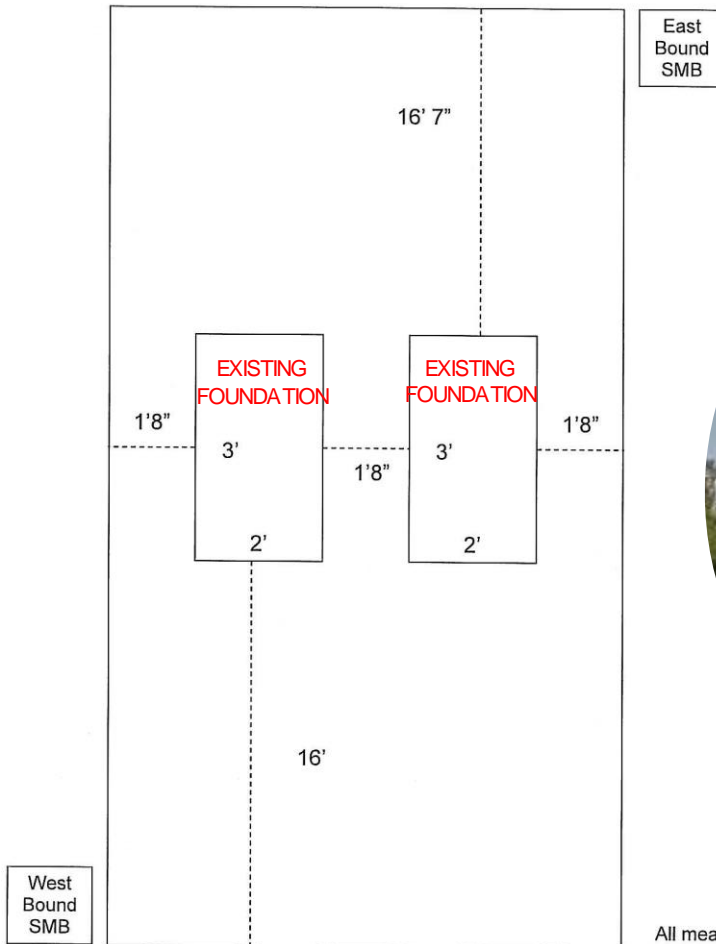
This site includes an existing foundation and electrical connection. All measurements in the drawing are approximate. The image is of the previous neon art work exhibition at the site. The foundation is approximately 6-12 inches below grade.



All measurements are approximate.

## Site #2: Santa Monica Boulevard at Olive Drive

This site includes an existing foundation and electrical connection. All measurements in the drawing are approximate. The image is of the previous neon art work exhibition at the site (with and without the art work). The foundations are approximately 8-12 inches above grade.



All measurements are approximate.



## H. SCOPE OF WORK

The selected consultant will be responsible for managing the temporary public art exhibition of neon art works as follows:

The Consultant shall curate and execute a temporary public art exhibition of neon art works to take place on the traffic median at Santa Monica Boulevard at Holloway Drive. The exhibition shall take place from August 2019 through June 2021. The exhibition will feature 2 neon art works by emerging and/or established artists. The Consultant will work with City Staff, the City's Arts and Cultural Affairs Commission and its Art on the Outside Subcommittee in the development, implementation, and execution of the project.

Specifically, the consultant shall:

1. Present the exhibition proposal to City staff, the Art on the Outside Subcommittee and the Arts and Cultural Affairs Commission for feedback and direction on the project.
2. Provide curatorial direction to selected artists and high quality, durable neon art works appropriate for the Location.
  - a. All artworks proposed must be able to withstand the natural outdoor elements, require minimal to no maintenance, and adhere to public safety requirements.
3. Submit stamped structural engineering documentation and stamped electrical engineering documentation for building and safety review.
4. Develop an installation plan for the exhibition to include:
  - a. Site plan identifying locations for siting the artwork at the Primary Location
  - b. Traffic plan for the installation
  - c. Contact list of phone numbers for vendors associated with the installation
  - d. Proposed schedule for the installation
5. Supervise structural and electrical engineering documentation
6. Serve as liaison and intermediary between the City, participating artists, and sub-contractors.
7. Identify and contract with sub-contractors to fulfill the requirements of the exhibition. Sub-contractors will be subject to the same insurance requirements as the consultant.
8. Provide information to the City necessary for the development of print collateral including: Artist biographies, Curatorial statement, Artwork specs, and other information as requested by City staff.
9. Review the City designed collateral material for accuracy.
10. Complete the exhibition design, installation and deinstallation within the allotted budget and schedule.
11. Participate in public relations, news, community education and other media inquiries or opportunities.
12. In coordination with City staff, oversee installation and deinstallation of the artworks.
13. Work with City staff to monitor the artworks during the exhibition and troubleshoot any maintenance or conservation issues that may arise.

## I. PROPOSAL REQUIREMENTS

*Please read all of the information listed carefully. Incomplete and/or late proposals will not be considered.*

Interested parties should submit their complete proposal packages through the following online application: <https://form.jotform.com/91195820357158>

All proposals must be clear, succinct, and not exceed the page limits listed for each item. Items should be organized as separate sections of the proposal. All submittals will be evaluated on the completeness and quality of the content. Only those proposals that provide complete information, as listed below, will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

### 1. Cover Letter

A cover letter should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the consultant information, name of the individual or firm, the individual or firm's principal place of business, and the primary email and telephone number of the consultant. (1-page maximum)

### 2. Curatorial Statement

Describe the concept and curatorial vision for the proposed exhibition in West Hollywood and a list of artists to include in the exhibition.

### 3. Project Understanding

Provide a detailed description of how the individual or firm will address the Scope of Work. This should include a detailed description of specific tasks or information that you will require from City staff. Describe any modifications that need to be made to the existing foundations and/or electrical connections in order to accommodate the project proposal.

### 4. Consultant Identification

- a. Provide the name of the primary contact for the consultant, the individual or firm's principal place of business address, and the name and telephone number. Provide a brief narrative description of the individual or firm and general qualifications. (1-page maximum)
- b. Provide the names of consultant(s) that will perform the services and their resume(s). (4-page maximum, per principal)

### 5. Curatorial Portfolio

Provide a visual portfolio of up to fifteen (15) images of completed projects. Include the specific project name and location, client name/organization and contact person together with title, organization, address, telephone number, email, artist(s) name, artwork title, dimensions, media, year of completion and a brief description of each image.

If applying as newly formed team, provide a visual portfolio of up to five (5) images of completed projects per team member. Include the specific project name and location, client



name/organization and contact person together with title, organization, address, telephone number, email, artist(s) name, artwork title, dimensions, media, year of completion and a brief description of each image.

## **6. Sub-Contractors**

If it is known that sub-contractors will be hired to perform any part of the work for this project, include their names, contact information, and a resume and/or list of past projects for each subcontractor listed. (4-page maximum, per subcontractor listed)

## **7. Fee Proposal**

- a. Include an itemized, not-to-exceed, project budget for all services and associated fees. The proposal shall include a curator fee, preparation of art works for exhibition, artist fees, transportation of art elements, preparation of written exhibition didactics and labels, electrical engineering fees, structural engineering fees, installation services, de-installation services, and a contingency.
- b. Provide an explanation of any assumptions made in calculating the project costs.
- c. If a sub-contractor will be utilized, the consultant shall indicate what portion of the work the sub-contractor would be responsible for and include that in the overall budget cost.
- d. The fee proposal must apply over the entire term of the contract.

## **J. SELECTION PROCESS**

All submittals will be evaluated on the completeness and quality of the content. Only those proposals that provide complete information will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

City of West Hollywood Arts Division staff will convene to review submissions through this request for qualifications. Staff will generate a short list of applicants and invite the applicants to present their proposals to the Art on the Outside Subcommittee for final consideration.

The Art on the Outside Review and Evaluation Criteria will be used to evaluate the proposals. In addition the City may use the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- Curatorial Statement – ability to articulate the exhibition concept in a clear and understandable statement.
- Experience – Proven strong professional qualifications and experience as demonstrated through previous work. Experience working with municipalities and/or public agencies is desirable but not required. Demonstrated experience and expertise with similar projects
- Fee proposal – ability to provide a compelling exhibition at a competitive rate
- Overall merit of proposal and ability to communicate effectively and efficiently

It is the City's intention that within six weeks following the deadline of the request for proposals, notification will be given to each respondent as to the status of their proposal. Following review of the

proposals, the City may elect to interview some or all of the respondents, or may otherwise seek clarification of the materials submitted. The interview will be for the purpose of presenting the individual/team, discussion of the scope of work, and review of factors considered in the preparation of the proposal. The proposer may also provide clarification of submitted materials.

## **K. INSURANCE AND CONTRACT REQUIREMENTS**

During the term of the contract with the City, except as otherwise stated in this contract, the Contractor shall procure and maintain insurance of the types and to the limits and confirming to requirements as specified below. No work shall begin until evidence of these financial guarantees is delivered as directed. A copy of the City's standard contract template for contractors and consultants is attached as ATTACHMENT A. The selected firm is expected to adhere to all obligations and provide the required insurance documents listed in this standard contract template. Exhibit A will be modified when the contract is awarded to align with the proposal from the selected consultant.

## **L. QUESTIONS**

For all questions related to this Request for Proposals please contact Rebecca Ehemann, Public Art Coordinator, 323-848-6846, [rehemann@weho.org](mailto:rehemann@weho.org).

## **M. ACCEPTANCE OR REJECTION OF PROPOSALS**

The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City or the proposal contains irregularities. Minor irregularities of the proposal may be waived by the City. The City also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City.

At the sole judgment of the City, any proposals are subject to disqualifications on the basis of a conflict of interest. Identify any person associated with the firm that has a potential conflict of interest. The City may not contract with a proposer if the proposer, or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board member or commissioner who influences decision making.

## **N. ATTACHMENTS**

ATTACHMENT A: Copy of Standard Contract Template

A copy of the City's standard contract template for contractors and consultants is attached as ATTACHMENT A. The selected firm is expected to adhere to all obligations and provide the required insurance documents listed in this standard contract template. Exhibit A will be modified when the contract is awarded to align with the proposal from the selected vendor.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

This Agreement is made on this \_\_\_\_\_th day of \_\_\_\_\_, 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 Company, 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 June 30, 20\_\_ unless extended in writing in advance by both parties.
  3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
  4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$\_\_\_\_\_ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
  5. **CONTRACT ADMINISTRATION.**
    - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, \_\_\_\_\_, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
    - 5.2. **Manager-in-Charge.** For the CONTRACTOR, \_\_\_\_\_ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

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

6. **TERMINATION.**

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

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

foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

## 8. **INSURANCE REQUIREMENTS.**

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

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

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

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. 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. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited

by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

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



13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
14. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
16. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

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

CONTRACTOR:  
Organization Name  
Street Address, City State ZIP

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

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
19. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
20. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
21. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
22. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

\_\_\_\_\_  
Name, Title

CITY OF WEST HOLLYWOOD:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Paul Arevalo, City Manager

ATTEST:

\_\_\_\_\_  
Yvonne Quarker, City Clerk

## EXHIBIT A

### Scope of Services:

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

### Time of Performance:

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

### Special Payment Terms:

NONE

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

EXHBIIT 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 \_\_\_\_\_