

REQUEST FOR PROPOSALS

CITY OF WEST HOLLYWOOD  
ARTS DIVISION

WEHO READS  
SPRING 2021



Date Released: September 24, 2020  
Deadline to Apply: **October 29, 2020**

[weho.org/arts](http://weho.org/arts)    [@wehocity](https://twitter.com/wehocity)    [@wehoarts](https://twitter.com/wehoarts)

*Jacob Tobia (author of Sissy) in  
conversation with Jesse Tyler Ferguson  
at WeHo Reads 2019*

*Photo Credit: City of West Hollywood, Tony Coelvo*



City of West Hollywood  
California 1984

WeHo Reads is a celebrated literary series, featuring new and noteworthy authors of interest to the West Hollywood community. Additional information about WeHo Reads, including a list of past authors and presenters, can be found on the City's website at [www.weho.org/wehoreads](http://www.weho.org/wehoreads). Typically, the City presents the WeHo Reads series as in-person events at the West Hollywood City Council Chambers. The WeHo Reads Spring 2021 series will move to an online platform in order to adhere to public health guidelines.

**The City of West Hollywood's Arts Division is seeking a qualified producer to curate, produce, present and promote an online literary series as part of its WeHo Reads series.**

These events must have literature as their focus, and can include:

- Panels of authors around specific topics, with a moderator to guide the conversation
- Author presentations on new books, with the author in conversation with an interviewer
- Interviews with distinguished authors to discuss their entire body of work
- All events should consider a method for the public to submit moderated questions either prior to the event or during, for a 20-30-minute Q & A.

## PROJECT DESCRIPTION

WeHo Reads 2021 series should build on the successes of previous years events. Proposed events are subject to approval by the City. The selected producer for the WeHo Reads Spring 2021 series will:

- **Coordinate all event logistics:** ensure that panelists and RSVP'd attendees receive log-in/streaming information prior to the event with enough notice to attend, host the event on an online platform such as Zoom, manage the hosting duties on the online platform, stream the events on the City's @WeHoArts YouTube channel, record the event, and provide the recorded event to the City for posting online/archiving.
- **Manage panelists:** contract with presenters/authors/speakers, ensure that all contracts and/or releases for use of the presenter/author/speakers' likeness are executed, require that panelists agree to at least one press interview related to the event.

- **Promote the events:** Beyond the City’s own promotional efforts the producer shall promote the events and design any graphics/posters needed for promoting the events to meet City specifications and utilizing City created visual branding assets. Promotional materials are subject to city approval.

The selected producer will submit the final programs for approval by the City and share event information to meet the City’s own needs for promotion.

## APPLICATION REQUIREMENTS

Applicants must submit one proposal to include the following elements (in the order they are listed):

1. **Cover letter:** Describe understanding of the WeHo Reads Spring 2021 series, experience presenting literary/arts programs, experience producing online events and which platform you propose to use.
2. **Resumes/CV and Bios for all team members:** Identify who on the team will be responsible for each aspect proposed.
3. **Proposed schedule of programs:** A minimum of six (6) and maximum of eight (8) programs should occur between January - June 2021.
  - a. Programs must be free for the public to attend.
  - b. Each program should last for approximately 1-2 hours.
  - c. Programs should occur on Tuesdays or Wednesdays at 5 p.m. or 6 p.m. P.S.T.
  - d. Strongly suggested themes include: a celebration of Black History Month in February; Women’s History Month in March; celebration of National Poetry Month in April\*(see specific program requirement below); a celebration of the City’s annual Russian Cultural Festival or Asian-American History Month in in May (requested to be scheduled before May 21); and a celebration of the City’s annual One City One Pride LGBTQ Arts Festival in June. Other themes to strongly consider are programs that specifically relate to the City of West Hollywood and its rich history and sense of place, which includes the Sunset Strip, a portion of Route 66, the Design District and neighborhoods which cater to LGBTQ and Russian-speaking communities.
  - e. **\*April Program:** The April WeHo Reads 2021 event will celebrate National Poetry Month and will be curated by the West Hollywood City Poet

Laureate. The Poet Laureate will invite 5 presenters/authors/speakers to participate, each receiving a maximum stipend of \$75 each. The WeHo Reads Spring 2021 producer will be expected to contract and pay the presenters/authors/speakers as well as host the program in coordination with the City Poet Laureate.

- f. Up to two (2) undefined literary programs: There are some programs which were already approved/in the queue to be approved by the City. The producer will be expected to contract with and pay the selected panelists/readers, and host the online program on behalf of the City of West Hollywood.
4. **Details for each proposed program** (in the order they will be presented): Include a brief narrative about each program including author and interviewer names. Indicate which presenters are confirmed or tentative.
5. **Budget:** Provide a detailed itemized budget of the WeHo Reads Spring 2021 series to include, but not be limited to: administrative/production costs, costs related to each of the proposed events (special attention for the April program and two (2) undefined literary programs), technical costs, advertising, insurance, stipends for speakers, etc. *Also take note of the insurance costs you will incur as part of the contract requirements of the City as noted in Attachment A.*

Please separate out your proposed budget to reflect the cost of each of the proposed events individually (itemizing the costs included in each event), as well as the per event cost for producing and hosting the two City curated events.

6. **Marketing:** The City will market the series through a press release, website, and social media posts. How do you plan to market the events beyond the City's typical marketing? Be specific as possible to your outreach plans. Include specific numbers if you have them (i.e, if you plan to promote to your mailing list, indicate how many people are on your mailing list; if you plan to promote through your professional social media channel, include the handle for the social media channel and the number of followers you have).
7. **Supporting Documentation:** Include a list of links to any supporting documentation of previous events you have produced (i.e. video or press documentation).

## ELIGIBILITY

The Request for Proposals is open to experienced and professional literary/arts producers

in the Los Angeles region.

## SELECTION PROCESS

The City of West Hollywood's Performing Arts and Cultural Affairs Subcommittee will review submissions through this request for proposals at its November meeting. The Subcommittee will take into account experience, proposed programs, proposed budget, and attention to detail and completeness as demonstrated in the proposal submission.

## CONTRACTING AND INSURANCE

It is important for applicant to review Attachment A (Sample Draft Agreement for Services & Request for Evidence of Insurance) in this RFP. The contract is the City's standard contract for these services and will be used as a result of this selection process. Any requests for deviation or modification of the contract language should be clearly identified in the proposal. Requests that are not submitted as part of the RFP response will not be considered at a later date. Please note that the selected producer is required to maintain liability insurance for the contract period to meet the minimum requirements established by the City. All associated costs should be included within the proposal.

## TO APPLY

Applications must be submitted online: <https://form.jotform.com/202664623697969>

## SCHEDULE

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

September 24, 2020	RFP released
October 29, 2020, 9am	RFP Closes

## DEADLINE

Complete applications must be submitted online by **October 29, 2020, at 9am, P.S.T.**

## ABOUT WEHO READS

WeHo Reads is a celebrated literary series featuring noteworthy authors of interest to the West Hollywood community.

WeHo Reads past authors and presenters have included André Aciman, Andrew Rannells, Arlene and Alan Alda, Armistead Maupin, Bianca Del Rio, Bryan Fuller, Carrie Brownstein, Charles Phoenix, Chris Kraus, Chouchou Namegabe, Cynthia Bond, David Francis, David Ulin, Eileen Myles, Eloise Klein Healy, Emma Donoghue, Erwin Chemerinsky, Henry Rollins, Ivy Bottini, Jacob Tobia, Jesse Tyler Ferguson, Kim Dower, Larry Mantle, LeVar Burton, Lillian Faderman, Lorna Luft, Luis J. Rodriguez, Michael York, Michelle Visage, Natalie Goldberg, Natasha Deón, Nina Revoyr, Patrisse Cullors, Patt Morrison, PEN Center, Phillipa Gregory, President Obama Inaugural Poet Richard Blanco, Ryan Gosling, Samantha Dunn, Sarah Silverman, Seymour Stein, Stephen Chbosky, Steven Reigns, Tananarive Due, Tim Heidecker and Eric Wareheim, Word Theatre and Zócalo Public Square.

For information on WeHo Reads, visit [www.weho.org/wehoreads](http://www.weho.org/wehoreads).

## CITY OF WEST HOLLYWOOD

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. West Hollywood serves many diverse communities and cultural traditions. Its audiences include older immigrants from repressive political environments, children, families, singles and a large LGBTQ population.

The City is home to approximately 37,000 residents and over 3,500 businesses. Sixty percent (60%) of adults are college-educated, and 54% are employed in managerial and professional occupations. Approximately 40% of the City’s residents are gay or lesbian, 10% are Russian-speaking immigrants, and close to 20% are senior citizens.

The City of West Hollywood delivers a broad array of arts programs 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) (@wehoarts)

## QUESTIONS

For all questions related to this RFP contact Mike Che, Arts Coordinator, [mche@weho.org](mailto:mche@weho.org),

323-848-6377

*The City of West Hollywood reserves the right to cancel or postpone this RFQ at any time.*



The City of West Hollywood  
Communications Department  
Arts Division  
[weho.org/arts](http://weho.org/arts)  
@WeHoCity @WeHoArts

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

This Agreement is made on this [redacted]th day of [redacted], 2020, 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 CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- D. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20[redacted] unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$[redacted] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within 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, [redacted], shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.



- 5.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED], 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 CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion,

medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

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

**CONTRACTOR:**  
**Organization Name**  
**Street Address, City State ZIP**

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

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **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.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

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



**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES  
Exhibit A**

**Scope of Services:**

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

**Time of Performance:**

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

**Special Payment Terms:**

**NONE**

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

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

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

**Exhibit B**

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

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature \_\_\_\_\_

Printed Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_

## CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

The purpose of this Code of Ethics (“Code of Ethics”) is to define the ethical standards for CONTRACTORS providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY’s goals of providing professional services to the public. All CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY’s Code of Ethics.

### Policy 1. CONTRACTORS shall be committed to the CITY.

#### **Rules:**

1.1 CONTRACTOR will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONTRACTOR will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONTRACTOR or any third party, without the CITY’s express written permission.

1.6 CONTRACTOR will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONTRACTOR believe may influence the judgment or objectivity of CONTRACTOR.

1.7 CONTRACTOR will offer to withdraw from a consulting assignment when CONTRACTOR believes the objectivity or integrity of the CONTRACTOR may be impaired.

**CITY OF WEST HOLLYWOOD  
CODE OF ETHICS FOR CONTRACTORS**

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

**Rules:**

2.1 CONTRACTOR will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2 CONTRACTOR will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclose in advance any financial interests that form any part of recommendations to the CITY.

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

**Rules:**

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020



**REQUEST FOR EVIDENCE OF INSURANCE – PLEASE PROVIDE THIS TO YOUR INSURANCE AGENT FOR PROPER PROCESSING**

Dear Vendor/Service Provider:

As part of your contract with the City of West Hollywood you are required to provide evidence of insurance coverage as outlined below. Kindly return your completed ***ACORD Form Certificate of Insurance and the proper policy endorsements*** to your City representative.

**Certificate Holder:** The City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, California 90046

**Required Coverages & Endorsements:**

- Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- Automobile Liability with minimum combined single limit of \$300,000 (for owned, non-owned, hired, rented vehicles as necessary).
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000.
- The CITY OF WEST HOLLYWOOD, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds as their interests may appear (excluding Workers Compensation and Professional Liability).  
**\*REQUIRES A POLICY ENDORSEMENT**
- Include a ***Waiver of Subrogation Endorsement*** for the following:
  - ✓ Commercial General Liability
  - ✓ Workers Compensation Coverage
- Named insured must state their insurance is primary and non-contributory by policy endorsement.
- Certificate should indicate a 30 day notice of cancellation or reduction in limits applies.
- Professional Liability / Errors & Omissions Coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Please note: not providing the proper insurance documentation may delay the processing of your contract. Refer to your specific contract for additional terms and requirements as necessary.

**RETURN INSURANCE DOCUMENTS TO YOUR CITY REPRESENTATIVE**