

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

This Agreement for Services (“Agreement”) is made on this [redacted]th day of [redacted], 2021 (“Effective Date”), 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 [Artist Name], [Artist Mailing Address] (hereinafter referred to as the “CONTRACTOR”). The CITY and CONTRACTOR are individually referred to herein as a “Party” and collectively as the “Parties.”

**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;

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

1. **DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the following meanings.
  - 1.1. “Project” means the art installation or artwork to be completed by CONTRACTOR pursuant to the Services set forth in “Exhibit A” to this Agreement.
  - 1.2. “Property Owner” means the owner of the building at which the Services will be performed. This definition includes authorized agents of the Property Owner.
  - 1.3. “Site” means the address of the building at which the Project will be exhibited.
2. **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference (hereinafter, “the Services”).
3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both Parties (“Effective Date”) and shall expire on [redacted] unless extended in writing in advance by both Parties. This Agreement shall not be effective unless and until CONTRACTOR provides to City a copy of the fully executed City-provided agreement between CONTRACTOR and Property Owner which CITY requires for participation in the Exhibition (“Owner-Artist Agreement”). The term “Exhibition” is defined in “Exhibit A” to this Agreement.
4. **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 set forth in “Exhibit A” (“Schedule”), unless extended in writing by the CITY.
5. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated with a stipend in the amount of \$1,000 for the Services described in “Exhibit A.” The CONTRACTOR shall be paid within forty-five (45) days after CONTRACTOR has received the notice to proceed from CITY, in accordance with the Schedule.

6. **CONTRACT ADMINISTRATION.**

- 6.1. **The CITY's Representative.** Unless otherwise designated in writing, Rebecca Ehemann shall serve as the CITY's representative for the administration of the Exhibition. All activities performed by the CONTRACTOR shall be coordinated with this person.
- 6.2. **Manager-in-Charge.** For the CONTRACTOR, [INSERT ARTIST NAME/DESIGNEE] 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.
- 6.3. **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.
- 6.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel, which includes employees, volunteers, or other agents, 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 personnel 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 personnel from performing services under this Agreement.

7. **TERMINATION.**

- 7.1. **Termination for Convenience.** Either Party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event such termination by either Party occurs prior to commencement of the Project, the CONTRACTOR shall return the full \$1,000 stipend to the CITY. If either Party terminates the Agreement under this section after work on the Project has commenced, CONTRACTOR shall cease services as of the date notice of termination is received and shall be required to return any unexpended portion of the \$1,000 stipend to the CITY
- 7.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the 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 pay \$1,000 in compensation to the CITY. Early termination of the CONTRACTOR's Owner-

Artist Agreement with the Property Owner constitutes a material breach of this Agreement, and will result in automatic termination of this Agreement

8. **LIABILITY WAIVER.** CONTRACTOR shall 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, excepting such loss or damage which is caused by the willful misconduct of the CITY. For the avoidance of doubt, CONTRACTOR agrees that CITY shall not be liable to CONTRACTOR for theft of tools, supplies, equipment, or damage to the Project. It is expressly understood and agreed that the foregoing provision is intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

9. **INSURANCE REQUIREMENTS.**

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

9.1.1. **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. CONTRACTOR agrees to require all subcontractors to do likewise.

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."

9.1.2. **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. Each commercial general liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII.

The insurance provided by the general liability insurance policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

- 9.1.3. **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 for this Project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person. Each automobile liability insurance policy shall be issued by an insurer possessing a Best's rating of no less than A :VII.

CONTRACTOR 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. This wavier shall be an endorsement that prohibits the insurer from pursuing a subrogation claim against the CITY.

The insurance provided by the automobile liability insurance policy shall not be suspended, voided, or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

- 9.2. **Endorsements.** Each commercial general liability insurance policy shall be endorsed with the specific language of Section 9.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 9.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 9.2.2. These commercial general liability policies shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY

may have, shall be considered excess insurance only and shall not contribute with this policy.

- 9.2.3. Each of these policies shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 9.3. 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 9 constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the CITY.
- 9.4. Any failure of CONTRACTOR to comply with reporting provisions of the policies required under this Agreement shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
- 9.5. The 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.
- 9.6. **Notice of Claims.** The 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.
- 9.7. **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.
- 9.8. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach for which the CITY may terminate this Agreement pursuant to Section 7.2 above.
10. **ASSIGNMENT AND SUBCONTRACTING.** The Parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the 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 required by law.

11. **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.
  - 11.1. **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.
  - 11.2. **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.
  - 11.3. **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.
  - 11.4. **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 D.
12. **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.

13. **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.
14. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
15. **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.
16. **CONTRACTORSHIP OF PROJECT.** It is understood and agreed that, upon the Effective Date of this Agreement, the CITY shall have a non-exclusive license to use photographs, images, and any other visual media that showcases the Project, including the Project in progress, in its discretion and without further compensation to the CONTRACTOR. CITY shall credit the CONTRACTOR whenever the Project is used in said media by the CITY. This section will survive termination of this Agreement.
17. **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.
18. **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

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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: Rebecca Ehemann, rehemann@weho.org

CONTRACTOR:

Artist Name  
Street Address, City State ZIP

Attention: Artist Name, artist's email

19. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
20. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement, and its Exhibits which are hereby incorporated by reference, supersede 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.
21. **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.
22. **EXECUTION.** This Agreement may be executed in 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.
23. **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 their respective Party.

[SIGNATURES ON NEXT PAGE]



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IN WITNESS WHEREOF, the Parties have executed this Agreement the [redacted] day of [redacted], 2021.

CONTRACTOR:

[redacted]  
\_\_\_\_\_  
Name, Artist

CITY OF WEST HOLLYWOOD:

\_\_\_\_\_  
Lisa Marie Belsanti, Communications Department Director

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

ATTEST:

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

# CITY OF WEST HOLLYWOOD

## AGREEMENT FOR SERVICES

### Exhibit A: Scope of Services

#### About the Exhibition:

The Windows of WeHo (WoW) Exhibition (“Exhibition”) will introduce temporary art installations in empty commercial storefronts where viewing of the art will occur from the sidewalk. The art installations will bring increased attention to vacant commercial properties, will act as a deterrent of graffiti, and will contribute to the preservation of our business community. The collection of the reimagined spaces will become an outdoor gallery exhibition where art will act as a mechanism to keep our city alive while simultaneously showcasing retail spaces to the next wave of paying tenants.

The Exhibition shall take place from **XXX through XXX 2021**, though the exhibition period for each installation may vary. All efforts will be made to display an installation for a minimum of three (3) calendar months.

#### Scope of Services:

1. CONTRACTOR shall present a proposal for the art installation to the Property Owner and Arts and Cultural Affairs Commission for review and approval. The art proposal will include:
  - a. Narrative description of the artwork
  - b. Artist biography
  - c. Artwork title
  - d. Dimensions
  - e. Year completed
  - f. Materials
  - g. Value of artwork
  - h. Installation and de-installation plan
  - i. Property Owner contact information and address for the installation (“Site”)
  - j. Executed agreement, provided by City, between Artist and Property Owner, for the Exhibition
2. CONTRACTOR shall fabricate the artwork and deliver the artwork to the site for installation consistent with the Schedule, below.
3. CONTRACTOR shall maintain the artwork for the duration of the exhibition period set forth in the Schedule, unless otherwise permitted in writing by City.
4. CONTRACTOR understands that the art installation will be located inside a vacant commercial storefront, a public facing location, in a private building that is not owned, maintained, or managed by the City.
5. On the date of de-installation set forth in the Schedule, CONTRACTOR shall return the Site to the same condition in which it was received.
6. CONTRACTOR shall coordinate with Property Owner or their authorized agent to schedule access to the Site for the installation and de-installation of the artwork, consistent with the Schedule.
7. CONTRACTOR shall bear the cost for all materials for the artwork, delivery, installation, de-installation, tools, equipment, and any lights that are in addition to existing lighting on

the Site. CONTRACTOR is not responsible for the costs of electricity to power the lights.

8. CONTRACTOR shall create an artwork with sufficient illumination so as to be visible in both daylight and at night.
9. CONTRACTOR shall allow City to install signage in the window describing the Artist, Project, and City website link. Property Owner may opt to include their contact information and/or leasing agent contact information. If requested, CONTRACTOR shall accommodate any and all leasing information provided by the Property Owner by allowing a portion of a window to display leasing information signage, subject to any terms and specifications agreed upon between CONTRACTOR and Property Owner.
10. CONTRACTOR agrees to promote the Exhibition a minimum of two times during the exhibition period, and tag the City’s social media handles, @wehocity and @wehoarts, and the hashtags #WoW #WeHoArts #ArtontheOutside

**Schedule:**

<b>Action Item</b>	<b>Date/Date Range</b>
Present proposal to Arts and Cultural Affairs Commission	Month, date, year (TBD)
Execute services agreement	Month, date, year (TBD)
Installation of artwork at site begins	Month, date, year (TBD)
Exhibition period	Month, date, year – Month, date, year (TBD)
De-installation of artwork at site completed	7 day(s) after exhibition period ends

The Schedule is subject to change. City will make every effort to promptly notify CONTRACTOR of changes in the Schedule.

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**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