

CITY OF WEST HOLLYWOOD
ARTS DIVISION

REQUEST FOR QUALIFICATIONS (RFQ)

2023 WEHO PRIDE LGBTQ ARTS FESTIVAL
CURATOR / PRODUCER



City of West Hollywood
California 1984

Date Released: September 27, 2022
Deadline to Apply: October 20, 2022

*REACH LA presented 'The Ovahnness Archives,'
a history of the house/ballroom scene
as part of the City's LGBTQ Arts Festival in 2014.*

Photo Credit: City of West Hollywood, Tony Coelho

A. PURPOSE AND INVITATION TO SUBMIT QUALIFICATIONS

The City of West Hollywood's Arts Division is seeking a qualified curator/producer or team to curate, produce, present, and promote the 2023 WeHo Pride LGBTQ Arts Festival, a presentation of LGBTQ arts and artists. The LGBTQ Arts Festival takes place annually from May 22-June 30.

The selected curator/producer will:

- Assist in the promotion of the 40-day WeHo Pride LGBTQ Arts Festival.
- Curate and produce a cohesive slate of programming during the last week (June 23-30) or the 4th weekend of June (June 23-25). This slate of programming may be as short as two days or an entire week.
- Present a hybrid of programs, primarily in-person with some content or video that is accessible online.
- Staff a booth at the WeHo Pride Weekend to promote the LGBTQ Arts Festival activities.
- Deliver a final report with a final list of projects presented including photos of highlighted artworks, audience numbers for the festival (with breakdowns for each event/project), selected testimonials from participants/attendees, a list press mentions/clippings, and a summary of promotional efforts.

About the WeHo Pride LGBTQ Arts Festival

The WeHo Pride LGBTQ Arts Festival is the City of West Hollywood's award-winning annual LGBTQ Arts Festival that takes place over 40 days from Harvey Milk Day (May 22) to the end of June Pride Month (June 30). Founded in 2008, the LGBTQ Arts Festival was formerly known as the One City One Pride LGBTQ Arts Festival. In 2022, in conjunction with the City's decision to launch its first city initiated WeHo Pride weekend, Street Fair, and Parade, the One City One Pride LGBTQ Arts Festival was rebranded as the WeHo Pride LGBTQ Arts Festival.

The WeHo Pride LGBTQ Arts Festival overlaps the WeHo Pride Weekend, Street Fair and Parade. The producer for the WeHo Pride Weekend, Street Fair and Parade is selected through its own process separate from this request for qualifications.

It is anticipated that the 2023 WeHo Pride Weekend will take place on June 2-4. The WeHo Pride LGBTQ Arts Festival Curator/Producer should not plan Arts Festival programming to overlap with the Weekend's events (June 2-4) nor the days of the LA Pride Parade (estimated dates June 10-11). The selected Curator/Producer will be invited to work with Arts Division to staff a booth at the WeHo Pride Weekend to promote LGBTQ Arts Festival activities taking place later in June.

A **history of the City's LGBTQ Arts Festival** can be found in **Section J** including links to past years' programming. Artworks included in previous LGBTQ Arts Festivals have included performance art, film screenings, literary readings/projects, dance, theatre, music, virtual/online art exhibitions, in-person art exhibitions, and temporary art installations.

2023 Theme: TBD. The 2023 WeHo Pride theme has not yet been selected at the time of the release of this RFQ. It is expected that the selected Curator/Producer will participate in the selection of the 2023 theme, if feasible.

B. CULTURAL EQUITY STATEMENT

The City of West Hollywood's Arts Division and Arts and Cultural Affairs Commission believe that all people in the City of West Hollywood have the right to celebrate and engage in meaningful and relevant arts and cultural experiences. Each member of the community should have access to the arts which reflect and nurture individual identities, affirm personal value, and foster belonging in the community. Arts and culture are foundational to quality of life and vibrant and resilient communities. Arts and culture have the power to enhance inclusion, engagement, and diversity, and contribute to positive outcomes across civic life. The right to participate freely in the cultural life of the community is recognized as a basic human right.

We aspire to ensure cultural equity in all arts policies and practices, including equity for both artists and audiences. West Hollywood has a long history of supporting art that uplifts diverse artists and audiences. To implement the principles of this statement, the Division and Commission will:

- Advocate for equitable outreach and engagement resources to intentionally support and serve diverse populations.
- Actively seek out opportunities to acknowledge past exclusions and change perceptions by being mindful of ways to encourage participation of artists and audiences from groups who have experienced prejudice in the past.
- Reflect on and take action to address and correct any implicit biases that may lead to preferences for one artist or artform over another.
- Provide equity and access through systemic change that will remove barriers, thus improving access, empowerment and representation in the development and distribution of arts policies and resources to diverse communities and individuals.
- Remain accountable through ongoing evaluation and review of the effectiveness of cultural equity practices and procedures and by making public the results of cultural equity audits.

The Arts Division and Arts and Cultural Affairs Commission commit to using this statement to inform policies, partnerships, and programs.

The City of West Hollywood's official definitions of diversity, equity, and inclusion (adopted under Admin Reg 118 on July 21, 2021) are:

DIVERSITY: The presence and acknowledgement of differences within a group of people in a given setting that may include race, physical appearance, skin color, hair style, age, gender, gender identity and expression, sexual orientation, disability, mental and physical health status, ethnicity, immigration status, national origin, language, religious identity, parental status, marital status, geography, social class, housing status, or educational status.

EQUITY: The act of developing and advancing fair and just outcomes in systems, procedures, practices, policies, and distribution of resources to minimize harm and create equitable opportunity and advancement for all people. Equity is distinct from equality, which refers to everyone receiving the same treatment without accounting for differing needs or circumstances. Equity is viewed from three perspectives: individual, institutional, and structural. Equitable outcomes focus on identifying, understanding, and eliminating the root harm, biases, disadvantages, and barriers that prevent the full participation of historically and currently oppressed individuals and groups.

INCLUSION: The act of creating environments in which any individual, group, or community can fully participate in the decision-making processes and be welcomed, respected, supported, and valued. Inclusion is not a natural consequence of diversity. An inclusive climate embraces differences and offers respect and prospects for growth in words, actions, and preparations to meet all people where they are. It is created through progressive and consistent actions to expand, include, and share.

**The Arts Division and Arts and Cultural Affairs Commission understand that implementing art and funding programs can raise complicated legal issues and consultation with the City Attorney's office may be necessary before making final decisions based on this statement.

C. ELIGIBILITY

This is an open call to curators, arts producers, or teams located in the Los Angeles region (LA County/Orange County/Riverside County/Ventura County). Applicants who have extensive connections in the local LGBTQ arts community and represent diverse populations are highly encouraged to apply. Applicants with demonstrated abilities in curating, planning, implementing, and managing dynamic arts events, festivals and exhibitions will be considered. The qualified candidate will have strong organizational skills, excellent written communication skills, strong connections to LGBTQ artists and LGBTQ communities, and experience producing arts events, festivals, and exhibitions of similar scope.

D. ANTICIPATED BUDGET

The City has identified an amount of up to \$65,000 for contracting with the selected applicant. City can provide the selected applicant with supplemental advertising on its social media channels and newsletters, photography of events/exhibitions/performances, use of a portable outdoor stage (maximum size 16' X 20' X 2'), and use of city facilities at no additional cost.

Anticipated costs to be borne by the selected applicant are expected to include, but are not limited to: a curator/producer fee, participating artist fees, preparation of artworks for exhibition, transportation of art elements (if necessary), installation and deinstallation of artworks, insurance, permits (if necessary), advertising, graphic design services, equipment rentals, audio visual tech services and rentals, and stage production costs.

E. DEADLINE

Applications must be submitted by **5:00 PM PT on Thursday, October 20, 2022.**

F. SCHEDULE

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

September 27, 2022	Request for Qualifications (RFQ) released
October 20, 2022	Deadline for Applications
November 3, 2022	Finalists selected by Performing Arts and Cultural Affairs Subcommittee
November 4, 2022	Notifications to finalists and conversation with Staff regarding scope
January 12, 2023	Finalists presentations to Performing Arts and Cultural Affairs Subcommittee. Subcommittee will make a recommendation to the Arts and Cultural Affairs Commission
January 26, 2023	Ratification of recommendation by Arts and Cultural Affairs Commission
January 27, 2023	Notifications to applicants and contract negotiation
May 22 – June 30, 2023	WeHo Pride LGBTQ Arts Festival

G. SCOPE OF WORK

The 2023 WeHo Pride LGBTQ Arts Festival should build on the successes of previous years' events and programs. Proposed exhibitions/programs/events will be discussed with the City prior to contracting. The selected applicant for the 2023 WeHo Pride LGBTQ Arts Festival will:

- **Curate, Produce, and Coordinate** logistics for the 2023 WeHo Pride LGBTQ Arts Festival.
- **Cost:** Programs are expected to be free for the public to attend.
- **Manage and pay artists:** contract with all artists/performers that are selected to participate in the curator/producer led programs for the 2023 WeHo Pride LGBTQ Arts Festival by May 10, 2023; provide copies of the contracts and photo

releases to the City; and require participants to promote the event on their social media and websites.

- a. Artist outreach and Community engagement:** The LGBTQ Arts Festival has a long history of open calls and community participation. Selected applicant will provide opportunities that can be available for the public to apply to participate in the WeHo Pride LGBTQ Arts Festival. This could include an open call for visual and/or performance artists. Artists must not be charged to apply to a call nor to participate, and if invited to perform or create work, artists should be compensated appropriately.
 - b.** Artists and/or participants in the 2023 WeHo Pride LGBTQ Arts Festival should **include representation from at least the following LGBTQ communities:** Asian and Pacific Islander, Ballroom/House, Bisexual, Black, Disabled, Drag, Gay Men, Latinx/o/a, Lesbian, Middle Eastern, Native American/Indigenous, People with HIV/AIDS, Senior, Sober, Transgender/GNC/Non-binary/Gender-fluid/Intersex, West Hollywood artists, Youth.
- **Promotion of the events:** Beyond the City's own promotional efforts the selected applicant shall promote the events and design social media graphics/posters as needed for promoting the events to meet City specifications. Promotional materials are subject to City approval and must be submitted by April 5, 2023. The selected applicant shall draft social media posts text with artist's handles and submit those to the City at least 6 weeks prior to any event. These drafts will be used to schedule social media posts through the City's Arts Division social media channels.
 - a.** The selected applicant shall assist in the promotion of the entire 40-day LGBTQ Arts Festival.
 - b.** Events that are produced by other stakeholders and approved by the City, will be listed as part of the 2023 WeHo Pride LGBTQ Arts Festival, but are not expected to be produced by the selected applicant
 - c.** The selected applicant will promote the Dear Harvey event, produced by the City, on May 22 (Harvey Milk Day). If the selected applicant wishes to help produce this event, please indicate your interest in your application. This event also marks the kick-off of the 40-day festival.
- **Schedule of Events:** a schedule of events must be submitted to the Arts Division by April 20, 2023. Smaller details may be refined later, but major artists that are confirmed and other big details should be finalized by April 20, 2023 to a degree that they can be released via press releases and the website with reasonable expectations that they won't change.
 - a. Dear Harvey on May 22 (Harvey Milk Day).** The WeHo Pride LGBTQ Arts Festival begins with a kick-off event themed around Harvey Milk Day. As noted above, if the selected applicant wishes to help produce this event, please indicate your interest in your application.

- b. **Dates to avoid:** The Curator/producer should not plan any programming to take place on the WeHo Pride weekend (June 2-4) nor the days of the LA Pride Parade (which is expected to take place on June 10-11).
- **Special Event Permits** may be required for art installations, performances, or events. City will notify the selected applicant and provide direction on how to submit the application and procure approvals from other departments, as necessary. The requirement of a Special Event Permit is determined by the scale and complexity of an art installation, performance or event (example: the activation requires an engineer to design a foundation attachment or large tents or other elements need an engineering sign-off for the permit). More information on Special Event Permits can be found at: <https://www.weho.org/city-government/city-departments/community-safety/neighborhood-and-business-safety/business-licensing-and-permits/special-event-permits>
- **Procure Equipment Rentals** for programming if needed, such as tents, tables, chairs, and stages, if the needs of the selected applicant's programs are beyond the City's typical ability to use the city-owned portable stage, tables and chairs in its facilities and outdoor spaces.
- **Final Report:** Due August 15, 2023. The selected applicant will submit a final report to the City including: a final list of projects presented including photos of highlighted artworks, audience numbers for the festival (with breakdowns for each event), selected testimonials from participants/attendees, a list press mentions/clippings, and a summary of promotional efforts.
- **Commit to communication:** The City will schedule regular meetings with the Curator/producer before, during and after the WeHo Pride LGBTQ Arts Festival to ensure ease of communication and allow for debrief after the event(s).

H. APPLICATION REQUIREMENTS

Applications must be submitted online: <https://bit.ly/WeHoPrideArts2023RFQ>

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

1. **Introduction and Summary** (1-page maximum)

This section should summarize key qualifications and include the primary contact person's name, address for the principal place of business, and the primary contact's email and telephone number.

2. **Project Understanding and Curatorial Statement** (4-page maximum)

- a. Describe your experience presenting, producing, and curating LGBTQ arts programs, festivals, and/or exhibits.
- b. Describe your curatorial approach to projects and how you would apply that approach for the 2023 WeHo Pride LGBTQ Arts Festival.

- c. Describe your history of engagement with the artist community to curate LGBTQ arts programs, festivals, and/or exhibits. How do you make final artist selections? Do you partner with any organizations to reach out to specific diverse communities?
3. **Curator/Producer Identification** (2-page maximum per team member)
Provide the name(s) of the curator/producer(s) that will be involved, their expected roles, and their resume/cv(s).
 4. **Marketing:** Describe how you usually market your LGBTQ arts programs, festivals, and/or exhibits. Include engagement data, number of social media followers, number of subscribers on your mailing list, etc. Describe any existing partnerships or relationships you have for marketing and outreach.
 5. **Supporting Documentation:** Include a list of links to any supporting documentation of previous events you have produced (i.e. links to videos, press documentation, marketing flyers/social media posts, etc.).

I. SELECTION PROCESS

All submittals will be evaluated on the completeness and quality of the content.

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 to present to the Performing Arts and Cultural Affairs Subcommittee of the Arts and Cultural Affairs Commission for final consideration. **Selected finalists will be expected to present in person to the Performing Arts and Cultural Affairs Subcommittee of the Arts and Cultural Affairs Commission on January 12, 2023 as part of the selection process.** The Subcommittee will consider experience, approach, project team member qualifications, attention to detail, and completeness in the proposal submission. The Subcommittee will make a recommendation to the Arts and Cultural Affairs Commission for approval.

The City may use the following criteria in its evaluation and comparison of submittals:

- **Curatorial Statement** – ability to articulate a curatorial point of view in a clear and understandable statement.
- **Aesthetics** – Applications will be evaluated on the artistic merit, potential visual enjoyment, innovation/risk in concept and technical approach, and prospective social interaction of applicants previous LGBTQ arts programs, festivals and/or exhibits.
- **Experience** – Proven professional qualifications of the applicant (or team) and experience as demonstrated through previous work. Experience working with municipalities and/or public agencies is desirable but not required. To the extent applicable, the applicant's past work, and if it demonstrates the level of craftsmanship/professionalism needed to realize the project.
- **Ability to accommodate a variety of artistic disciplines:** Applications should demonstrate how the applicant can accommodate a variety of artistic disciplines, including both visual and performative art

- **Artist outreach/Community mindedness:** Applicants ability to identify opportunities for community engagement to ensure a diverse, equitable and inclusive project.

J. ABOUT THE CITY OF WEST HOLLYWOOD + HISTORY OF THE LGBTQ ARTS FESTIVAL

The City of West Hollywood 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 have 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 35,000 residents and over 3,500 businesses. The weekend population swells from nearby communities who 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 reflects the City's artistic richness and support of individuality, diversity, and creativity.

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

HISTORY OF THE WEHO PRIDE LGBTQ ARTS FESTIVAL

The City of West Hollywood's LGBTQ Arts Festival grew out of a 2005/2006 City Council initiated Task Force, which was tasked to evaluate the Christopher Street West produced LA Pride Parade and Festival that took place in West Hollywood at the time. A report was presented to Council in 2006 with several recommendations, including to 'Gradually extend the Pride Event to incorporate a month-long series of arts, film, cultural and social activities that celebrate the creativity and diversity of the West Hollywood/Los Angeles LGBT community.'

As a result, in 2008, the City undertook the challenge with a month-long celebration by promoting existing LGBT-related arts events and exhibits taking place in West Hollywood.

In 2009, the City branded Pride Month as One City One Pride.

In 2012, Council provided \$25,000 of general fund dollars to support One City One Pride activities, which had previously been unbudgeted.

Beginning in 2013, the City introduced annual themes as a way of differentiating each year's programming and to serve as an artistic inspiration point for program presenters.

In 2014, the Arts Division began administering the bulk of funding through an arts grant application.

In 2016, the National Endowment for the Arts (NEA) awarded the City of West Hollywood a grant to present its One City One Pride programming.

In 2019, the City was recognized with an All-America City Award from the National Civic League. One City One Pride was identified as evidence of West Hollywood's commitment to civic engagement. Also, in 2019, the City received the top award on behalf of One City One Pride from 3CMA (City-County Communications and Marketing Association) in the category of Graphic Design and Other Marketing Tools for the annual One City One Pride poster design competition.

In 2020 and 2021, One City One Pride pivoted to a virtual format due to COVID-19 guidelines.

In 2022, the City, for the first time ever, produced its own WeHo Pride Weekend, Street Fair, and Parade, and in conjunction with this the city rebranded the One City One Pride LGBTQ Arts Festival as the WeHo Pride LGBTQ Arts Festival. In 2022, the festival was presented approximately 50% in-person and 50% virtually.

For 2023, a decision was made to pivot the Arts Festival to a Curator/producer led process with an intent to ensure a more holistic and unified approach to the curation, programming, and marketing of the Festival. Specifically, the City is committed to presenting a balanced, diverse, equitable, and inclusive LGBTQ Arts Festival.

History of the themes LGBTQ Arts Festival:

- 2013: The Sacred and the Profane
- 2014: "I Do," celebrating a year of marriage equality
- 2015: WeHo@30, Life@30
- 2016: Into The Streets
- 2017: Go West
- 2018: I Remember
- 2019: Love is Love
- 2020 + 2021: For The Record
- 2022: With Liberty, Diversity, Inclusion and Progress For All
- 2023: *The theme for the 2023 WeHo Pride LGBTQ Arts Festival has not yet been determined. It is hoped that the selected curator/producer will participate in the process of selection of the theme if timing permits.*

History of the LGBTQ Arts Festival's programming:

- 2016 One City One Pride LGBTQ Arts Festival Booklet:
https://issuu.com/wehoprider/docs/final_2016_one_city_one_pride_rgb_f
- 2017 One City One Pride LGBTQ Arts Festival Booklet:
https://issuu.com/wehoprider/docs/pride_2017_outline

- 2018 One City One Pride LGBTQ Arts Festival Booklet: https://issuu.com/wehopride/docs/ocop_book_2018_web
- 2019 One City One Pride LGBTQ Arts Festival Booklet: https://issuu.com/wehopride/docs/2019_one_city_one_pride_booklet/s/101725
- 2020 One City One Pride schedule: <https://pride.weho.org/2020>
- 2021 One City One Pride schedule: <https://pride.weho.org/2021>
- 2022 WeHo Pride LGBTQ Arts Festival schedule: <https://pride.weho.org>

K. INSURANCE AND CONTRACT REQUIREMENTS

During the term of the contract with the City the applicant shall procure and maintain insurance of the types and to the limits and confirming to requirements as specified in the City's standard contract template for contractors, ATTACHMENT A. No work shall begin until evidence of insurance is submitted to the city's satisfaction and an agreement is executed. The selected applicant, and subcontractors to the applicant, is expected to adhere to all obligations and provide the required insurance documents listed in this standard contract template. The contract will be modified when the contract is awarded to align with the agreed upon scope or work.

Any requests for deviation or modification of the contract language should be clearly identified in writing prior to the Finalists presentation on January 12, 2023. Requests that are not submitted by January 11, 2023 cannot be considered at a later date. Please note that the selected applicant is required to maintain liability insurance for the contract period and meet the minimum requirements established by the City.

The City can award the successful applicant a contract with the possibility of contract renewal and/or contract extension based upon satisfactory performance and available funding for a period of up to two additional years.

L. QUESTIONS

For questions related to this RFQ contact **Mike Che, Arts Coordinator**, mche@weho.org, 323-848-6377.

M. ACCEPTANCE OR REJECTION OF APPLICATIONS

The City of West Hollywood reserves the right to reject any and all applications when such rejection is in the best interest of the City. The City of West Hollywood reserves the right to cancel or postpone this Request for Qualifications at any time.

At the sole judgment of the City, 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. ATTACHMENT

ATTACHMENT A: Copy of Contract Template

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



City of West Hollywood
Economic Development Department
Arts Division
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