

REQUEST FOR PROPOSALS

CITY OF WEST HOLLYWOOD  
ARTS DIVISION

# WEHO READS 2025-26 PRODUCER



City of West Hollywood  
California 1984

Date Released: March 7, 2024  
**Deadline to Apply:** May 14, 2024, 10am  
[weho.org/arts](http://weho.org/arts) @wehocity @wehoarts

*R.K. Russell and Kyle Seibel at  
WeHo Reads x Literary Death Match 2023  
Photo Credit: City of West Hollywood, Tony Coelho*

## BACKGROUND

The City of West Hollywood's Arts Division is seeking a qualified producer or production team to curate, produce, present, and promote our WeHo Reads series. The WeHo Reads series is a celebrated literary series, featuring new, diverse, and noteworthy authors of interest to the West Hollywood community. The series consists of a hybrid model of events presented both online and/or in-person. 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).

WeHo Reads series events must have literature as their focus, and could include:

- Programs that demonstrate the City's commitment to cultural equity; highlighting established authors and providing a platform to elevate emerging, underrepresented voices.
- Programs which provide a platform to elevate the work of authors who live in West Hollywood.
- Programs which explore the literary legacy and landscape of West Hollywood (centering on West Hollywood themes, authors who used to live here or live here currently, etc.)
- Panels of authors around specific topics, with a moderator to guide the conversation.
- Author presentations on new or forthcoming books, with the author in conversation with an interviewer or other author.
- Interviews with distinguished/well-known authors to discuss their entire body of work.
- Conversations on the craft of writing presented by accomplished authors.

All events should consider a method for the public to submit moderated questions either prior to the event or during the event, for a 15-20-minute Q & A section. Including the Q & A, the preferred length of the event would be approximately 90 minutes long.

Applicants should consider what groups/organizations they may wish to partner with to co-sponsor individual events to expand the reach of WeHo Reads to new audiences,

and promote social justice (i.e., Write Girl, Bold Ink, Inside Out Writers, Get Lit, Lambda Lit, etc.)



## PROJECT DESCRIPTION

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

- **Coordinate all event logistics:** For virtual events, 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 and tech duties on the online platform; stream the events on the City's @WeHoArts YouTube channel; and record the event and provide the recorded event to the City for posting online/archiving. For in person events, fill out room set-up forms; arrive at least 2 hours prior to the event start time to make sure the event space is set up appropriately and tech is working; set up and staff the check-in/information table; ensure that panelists and attendees receive directions, parking and check-in information; manage and moderate Q & A; set-up author signing table and coordinate with bookseller for book sales; and record the event for archiving on the City's WeHo Arts YouTube channel ([www.youtube.com/wehoarts](http://www.youtube.com/wehoarts)).
- **Manage panelists:** contract with presenters/authors/speakers; ensure that all contracts and/or releases for use of the presenter/author/speakers' likeness are executed and provide copies of the releases to the City several weeks prior to the first event; and require that panelists agree to at least one possible press

interview related to the event and that they promote the event on their social media and websites.

- **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 and must be submitted a minimum of 4 weeks prior to the event to allow for ample time to be approved by the City's Communications Department. The producer shall also draft social media posts including handles for the authors and submit those to the City at least 4 weeks prior to the first event. These drafts will be used to schedule social media posts through the City's Arts Division social media channels.
- **Submit a final report:** At the end of each calendar year, the producer will submit a final report to the City including: audience numbers for each event, selected testimonials from participants/attendees, a list press mentions/clippings, and a summary of promotional efforts.
- **Commit to communication with the City:** the producers will have to commit to one 30-minute virtual meeting with the City's Arts Coordinator prior to each event and a short debrief meeting after each event to ensure ease of communication.

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 your understanding of the WeHo Reads series, experience presenting literary/arts programs, experience producing online and in person literary events and which online 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 for the first year:** A minimum of six (6) and maximum of nine (9) programs should occur each year. This number should be inclusive of the one (1) West Hollywood City Poet Laureate curated event and the two (2) City-curated events (see Items "f" and "g" below regarding the April National Poetry Month event and possible City-curated events). **Thus, the applicant should propose curation of three (3) to six (6) events.** In the past we have split the year roughly into 2 seasons (Spring and Fall) which helps with marketing.
- a. Programs must be free for the public to attend.
  - b. Each program should last for approximately 1.5 hours, including a 15-20 minute Q & A section.
  - c. Programs should occur on Wednesdays at 6 p.m., 6:30 p.m. or 7:00 p.m. (Pacific Time)
  - d. The ideal schedule will consist of 5 – 7 virtual events and 1 - 3 in-person events.
  - e. **Strongly suggested themes include:** A celebration of Black History Month in February; celebration of 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); a celebration of LGBTQ+ Pride month and as part of the City's annual WeHo Pride (formerly One City One Pride) Arts Festival in June; a celebration of Latinx/Hispanic Heritage Month between September 15 - October 15; a celebration of Native American Heritage Month in November; or a winter season event in December.
  - f. **At least one program should specifically relate to the City of West Hollywood and its rich history and sense of place**, either by centering West Hollywood based writers, by referencing authors who used to live in West Hollywood, or by exploring West Hollywood themes, history or neighborhoods.
  - g. **\*April Program:** The April WeHo Reads 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 \$125 each. The WeHo Reads 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. This is most likely an in-person event.

- h. Two (2) additional potential City-curated literary programs: There are some programs which are already approved and/or 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 programs 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, and social media handles (if available). Indicate which presenters are confirmed, tentative, or aspirational. Also include which organizations you may be considering partnering with for co-sponsorship in an effort to expand the reach of WeHo Reads to diverse or specific communities.
5. **Budget:** Provide a detailed itemized budget of the 2025 calendar year WeHo Reads series to include, but not be limited to: administrative/production costs and payments to the producer, costs related to each of the proposed events (pay special attention to the April program and potential 2 City-curated literary programs), technical costs, advertising, insurance, amount of 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), and annual overhead costs, **as well as the per event cost for producing and hosting the two City curated events and one City Poet Laureate curated event.**

6. **Marketing:** The City will market the series through press releases, its website, its newsletter and social media posts. How do you plan to market the events beyond the City's typical marketing? Please be as specific as possible as 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).



*2020-23 West Hollywood City Poet Laureate Brian Sonia-Wallace reading at the WeHo Reads 2023 National Poetry Month 2023 Poetry Spa Day (photo by Jonathan Moore)*

## ELIGIBILITY

The Request for Proposals is open to literary/arts producers or production teams in the Los Angeles region. Producers or production teams who represent diverse populations are highly encouraged to apply.

## BUDGET

The City of West Hollywood has set aside a maximum of \$32,000 per year for contracting with the 2025-26 WeHo Reads series producer or production team. Applicants may propose a budget for part or all of this maximum amount.

## SELECTION PROCESS

The City of West Hollywood's Performing Arts and Cultural Affairs Subcommittee will review submissions through this request for proposals. The Subcommittee will consider experience, proposed programs, proposed budget, and attention to detail, and

completeness as demonstrated in the proposal submission.

## CONTRACTING AND INSURANCE

It is very important for applicants to review Attachment A (Sample Draft Agreement for Services). The contract is the City's standard contract for these services. 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 later. 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 in Attachment A, and all associated costs should be included within the proposal.

The City has the ability to award the successful applicant a 24-month 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.

## TO APPLY

Applications must be submitted online: <https://bit.ly/wehoreads25rfp>

## SCHEDULE

The following dates represent the schedule that will be followed.

March 7, 2024	RFP released
May 14, 2024, 10 am	RFP closes
June 2024	Review by Arts and Cultural Affairs Commission
July 2024	Notifications to applicants

The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.

## DEADLINE

Complete applications must be submitted online by Tuesday, May 14, 2024 at 10 am, Pacific Time (PT).





## 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.

## ABOUT WEHO READS

The WeHo Reads series is a celebrated literary series, featuring new, diverse, and 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, bridgette bianca, Bryan Fuller, Carrie Brownstein, Cecil Castelucci, Charles Phoenix, Charles Yu, Chris Kraus, Danez Smith, Dasha Kelly Hamilton, David Ulin, Eileen Myles, Eloise Klein Healy, Emma Donoghue, Erwin Chemerinsky, Henry Rollins, Imani Tolliver, Jacob Tobia, James Sie, Joe Ide, Josephine Giles, Lester Graves Lennon, LeVar Burton, Lillian Faderman, Literary Death Match, Lloyd Schwartz, Lorna Luft, Luis J. Rodriguez, Lynell George, Lynne Thompson, Michael York, Michelle Visage, Myriam Gurba, Natalie Goldberg, Natalie Palamides, Natasha Deón, Nina Revoyr, Patrisse Cullors, Patt Morrison, Peter J. Harris, Pickle the Drag Queen, Randa Jarrar, Rasheed Newson, Inaugural Poet Richard Blanco, Ryan Gosling, Ryka Aoki, Sarah Silverman, Seymour Stein, Shonda Buchanan, Steph Cha, Stephen Chbosky, Steven Reigns, Tananarive Due, Terry Wolverton, Tim Heidecker and Eric Wareheim, Timothy Simons, traci kato-kiriyama, Walter Mosely, Word Theatre and Zócalo Public Square.

For additional information about the WeHo Reads series, visit [www.weho.org/wehoreads](http://www.weho.org/wehoreads).

## ABOUT THE 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. Approximately 40% of the City's residents are LGBTQ, 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), Arts Grants for Individuals and Nonprofit Arts Organizations, City Poet Laureate, Drag Laureate, Free Theatre in the Parks, Library Exhibits and Programming, Summer and Winter Sounds, WeHo Reads, WeHo Pride Arts Festival (formerly called the One City One Pride LGBTQ Arts Festival), and Urban Art Program (permanent public art). For more information, please visit: [www.weho.org/arts](http://www.weho.org/arts) or on Social Media @wehoarts.

## QUESTIONS

For all questions related to this RFP contact **Mike Che, Arts Coordinator**, [mche@weho.org](mailto:mche@weho.org), 323-848-6377. All questions should be submitted by April 15, 2024 and answers will be posted publicly by April 25, 2024.

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



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

**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

\_\_\_\_\_  
David A. Wilson, City Manager

ATTEST:

\_\_\_\_\_  
Melissa Crowder, 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