

REQUEST FOR PROPOSALS

CITY OF WEST HOLLYWOOD
ARTS DIVISION

COMMUNITY ENGAGEMENT CONSULTANT

WEST HOLLYWOOD ART PROJECT
(2028 OLYMPICS)



***DEADLINE: APRIL 24, 2024
5PM PT***

weho.org/rfp

A. PURPOSE AND INVITATION TO SUBMIT PROPSOALS

The City of West Hollywood's Arts Division is seeking proposals from qualified consultants to provide community outreach and engagement services, leading to recommendations to the Arts and Cultural Affairs Commission (Commission), that can inform a City of West Hollywood Art Project (Art Project) to take place July 1, 2028 – September 30, 2028, during the 2028 Summer Olympics (Los Angeles).

The Art Project should be an inclusive and dynamic project that celebrates the Olympics while embracing the rich diversity of West Hollywood's cultural landscape and creative talent; including, but not limited to, culinary arts, design and architecture, digital billboards, live music, and visual and performing arts. The Art Project could take the form of a singular project/event or a series of arts and cultural events, experiences, and/or temporary public art installations in and around the City of West Hollywood.

The City is interested in engaging a consultant with experience in creative and innovative outreach methods to engage the West Hollywood community in a visioning process for the Art Project. The selected consultant will have experience in leading focus groups, or similar sessions, facilitating an inclusive, equitable, and diverse public engagement process that will generate valuable feedback, and ability to consolidate data into useful reporting formats and insights.

The selected consultant will:

- Establish a plan (purpose, goals, and vision) for the Art Project.
- Lead the community in a collaborative visioning process for the Art Project, weaving together the existing programs of the Arts Division with new innovative ideas that resonate with the community.
- Assess venue availability and capacity to accommodate the Art Project.
- Provide recommendations for the duration of the Art Project and associated fees to support the endeavor.
- Start a communication network with LA28, City of Los Angeles, and other neighboring cities who plan to present an arts and culture project during the 2028 Olympics.
- Identify grant funding and/or other means to support the Art Project.
- Present findings to the Arts and Cultural Affairs Commission and integrate feedback prior to a presentation to City Council.

Following the anticipated 6–9-month visioning and planning process, a request for proposals will be issued for the implementation of the West Hollywood Art Project (2028 Olympics).

B. CITY OF WEST HOLLYWOOD

The City of West Hollywood is like no other city in the world. In 1984, the idea for the City of West Hollywood was proposed by an unlikely coalition of LGBTQ+ activists, seniors, and renters. These groups came together to advocate for cityhood. The City of West Hollywood was incorporated as an independent city on November 29, 1984. Prior to this, it had existed as an unincorporated area within

Los Angeles County. Notably, the inaugural West Hollywood City Council made history as the first City in the nation to have a majority openly gay governing body.

West Hollywood, informally known as “The Creative City,” is located in the heart of metropolitan Los Angeles. At 1.9 square miles, the city is a robust economic and cultural center infused with idealism and creativity. West Hollywood shares boundaries with the cities of Beverly Hills and Los Angeles.

A spirit of community activism and civic pride thrives in West Hollywood for many of its approximately 36,000 residents and over 3,500 businesses. The weekend population swells to approximately 78,000 as neighbors from nearby communities take advantage of shopping, dining, and entertainment. For almost four decades, West Hollywood has been one of the most influential small cities in the nation.

More than 40 percent of West Hollywood's residents identify as LGBTQ. The City is also home to a thriving community of Russian-speaking immigrants from regions of the former Soviet Union.

West Hollywood has set new standards for other municipalities, not only as a leader in many critical social movements – including HIV and AIDS advocacy; affordable and inclusionary housing; LGBTQ+ rights; civil, human, and women's rights; protection of our environment; and animal rights – but also in fiscal responsibility; city planning, infrastructure; social services programs; wellness and recreation programs; older adult services and aging-in-place programs; public and community arts; community engagement; and innovation.

The City's advocacy and services priorities are reflected in the City's core values, which include respect and support for people; responsiveness to the public; idealism, creativity, and innovation; quality of residential life; promotion of economic development; public safety; and responsibility for the environment.

People all over the globe visit West Hollywood for its iconic destinations such as The Sunset Strip for its unparalleled historical connection to music, entertainment, architecture, fashion, and culture-making; for Santa Monica Boulevard's historic LGBTQ destinations and entertainment establishments; and for the Design District's shopping, galleries, and restaurants; and for the two annual large-scale events, Halloween Carnaval on October 31 and the WeHo Pride Festival in June.

C. CITY OF WEST HOLLYWOOD – ARTS DIVISION

The City of West Hollywood delivers a broad array of arts programs throughout the year, including Art on the Outside (temporary public art), Arts Grants, City Poet Laureate, Drag Laureate, Free Theatre in the Parks, Library Exhibits and Programming, Moving Image Media Art Program (MIMA), Summer + Winter Sounds, WeHo Pride Arts Festival, WeHo Reads, and Urban Art Program (permanent public art). For more information about the various art programs visit www.weho.org/arts.

In 2017, the West Hollywood City Council approved *WeHo Arts: The Plan*, a community-based cultural plan as a result of an iterative 18-month process that included contributions from over 1,700 individuals. *The Plan* is structured by its 5 principles (Space, Engagement, Support, Visibility, and Experimentation)

and 20 recommendations. These provide the framework to organize, develop, and sustain the work of the City of West Hollywood's arts and culture programs. *The Plan* can be downloaded from the City's website at www.weho.org/arts.

During the community outreach process for *The Plan* some community members expressed an interest for the City to host a large-scale community arts festival where groups and individuals can create, present, and engage in work around a particular theme. The recommendation has been included in *The Plan* under the principle Engagement, which acknowledges that art has the capacity to bring people together and create community; the arts should be viewed as a resource and a vehicle for people to understand the City's values.

In 2019-2020, the City conducted an Arts Festival Feasibility Study, led by Two Tigers Productions. The arts consulting firm conducted informational interviews, considered the robust slate of arts programming already undertaken by the Arts Division, and competing regional events with an eye towards budgets and partnerships. Additional information was collected through an online survey and in-person engagement at community meetings. The arts consulting firm presented four key findings to the City Council in March 2020. The stakeholders of West Hollywood are in favor of an arts festival; want an arts festival that is accessible, unique to the city, and pushes boundaries; want an arts festival that catalyzes social action and encourages civic pride; and are eager to participate in a variety of ways with a consultant led coordination and management. The project did not move forward because of the pandemic. This information will be made available to the selected consultant.

D. ELIGIBILITY

Qualified consultants (individuals, teams, or firms) must have at least 5 years of professional experience and expertise with similar community engagement projects. The selected consultant will have experience in leading focus groups, or similar sessions, facilitating an inclusive, equitable, and diverse public engagement process, and experience working with a governmental agency.

E. BUDGET

Proposals should include a competitive bid for the anticipated scope of work and the hourly billable rates which will be applied to the project. The budget for this project is \$75,000. Proposals with budgets higher than this figure are still eligible for consideration. Proposals that fall within the budget will receive priority in the review of proposals.

The applicant shall provide an explanation of any assumptions made in calculating the project costs. Proposals shall indicate what portion of the work, if any, will be subcontracted. The Consultant shall also provide information about the sub-consultant, including expertise, experience, and recent projects.

F. DEADLINE

Proposals should be received no later than **5:00 PM PT on Wednesday, April 24, 2024.**

G. SCHEDULE

The City has the right to change the schedule at any time. All clarifying questions and answers will be posted online on April 16, 2024: <https://bit.ly/WHEngagement>

April 2, 2024	RFP Released online at weho.org/rfp
April 15	Deadline to submit clarifying questions
April 24	RFP Deadline, 5:00pm PT
April 25-May 1	Proposal Evaluation
May 6-10	Interviews, if needed
May 15	Vendor selection and notification
May 15-May 31	Contract execution
June 2024	Consultant begins work

H. PRELIMINARY SCOPE OF SERVICES

The selected consultant's services are expected to include the following scope of services.

1. Community Outreach and Engagement Plan

The consultant will develop a comprehensive Community Outreach and Engagement Plan, facilitate meetings, and develop action item priorities to help shape the plan. The City of West Hollywood's Cultural Equity Statement should inform the proposed plan and provide meaningful opportunities for dialogue with city staff, appointed/elected officials, and the West Hollywood community. Key engagement activities may include, but are not limited to:

- Living Room Sessions (Listening Sessions) with smaller focus groups of residents, community organizations, and other stakeholders.
- Interviews and/or presentations with groups of residents, appointed/elected officials, and other stakeholders.
- Arts & Culture Pop-ups, such as tabling at a community event
- Online engagement surveys via social media and the city website.

2. Facilitate Engagement Process

The consultant will ensure that the City of West Hollywood's Cultural Equity Statement informs the facilitation and engagement process to gather feedback to be included in the final report. The consultant will advise the city on the required number of community and engagement events. The City expects to achieve the following outcomes as part of the engagement process:

- Meet with the Arts and Cultural Affairs Commission to establish goals for the Art Project.
- Meet with the West Hollywood community-at-large to identify the expectations of the community regarding the Art Project.
- Meet with community stakeholders to gain insight into the interest and desires for the Art Project. Stakeholders have been identified to include city staff, business owners (Business Improvement District board members), hotel concierges, West Hollywood Travel and Tourism Board, Chamber of Commerce, local artists, and arts organizations.
- Engage the community in an inclusive and equitable process.
- Present at various Advisory Board and Commission meetings.

3. Facility and Site Assessment

The consultant will incorporate findings from a facility and site assessment of city facilities (conducted by others) into the final report. The consultant will provide an analysis of the current parking availability and identify technical and industry requirements required to accommodate the Arts Project. The data collected should include the number of, or defined limits, of days, seats, stages, tents, power requirements, special equipment, etc.

4. Final Report

The consultant will deliver a final report with findings from the Community Outreach and Engagement Plan. The report should be able to express the key needs clearly and effectively. At a minimum, the report should include:

- Executive Summary highlighting key findings from the community outreach and engagement.
- Synopsis of the community engagement process and major themes.
- Community/stakeholder priorities and recommendations for the Arts and Cultural Affairs Commission, including, but not limited to, type(s) of Art Project and budget required for implementation.
- Data and analysis from information gathered throughout the process and Facility and Site Assessment.
- A comprehensive list of outreach and engagement activities, and schedule outlining dates, times, and locations for each activity.
- A comprehensive list of appointed bodies, community organizations, focus groups, and individuals who participated in the process.
- A comprehensive list of potential grants and partnerships for the Art Project.

5. Meetings and Presentations

The consultant will meet with Arts Division staff a minimum of six times (kick-off meeting, check-ins during outreach process, check-in meeting with initial data analysis and research, and final meeting to review the draft report). The consultant will present the final report to the Arts and

Cultural Affairs Commission who will make a final recommendation to the City Council.

I. PROPOSAL REQUIREMENTS

Interested parties should submit their complete proposal packages through the following online application: <https://bit.ly/WHEngagement>

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

All proposals shall include the following information, organized, and in order as listed below. The proposal should be concise, in an 8.5 x 11-inch format, and submitted as a PDF file.

1. Consultant information

Indicate the consultant information, name, company name, company address, and the primary email and telephone number of the consultant.

2. Project Understanding and Methodology

The proposal should provide a summary of the consultant's experience and should detail the approach and methodology to be used to accomplish the scope of work defined in this RFP. The consultant should provide a detailed description of specific tasks or data that the consultant will require from city staff, and an explanation of the anticipated respective roles of city staff and the consultant to complete the scope of work.

3. Qualifications

The information requested in this section should summarize the consultant's qualifications with examples from projects completed within the past five years that are similar in size and scope. Information should include:

- a. A summary of the applicants demonstrated capability, including length of time that the applicant has provided the services being requested in the RFP.
 - i. Provide the names of the principal(s) that will perform the service and resume (4-page maximum, per principal)
 - ii. If it is known that subcontractors will be hired to perform any part of the work for this project, include their names, contact information, and a resume and/or list of past projects for each subcontractor listed. (4-page maximum, per subcontractor listed)
- b. Submit information on three (3) comparable projects completed within the past five years that best represent your experience, specifying the following information:
 - i. Client name, location, year of completion
 - ii. Brief description of the project
 - iii. Project start date and end dates
 - iv. Client project manager name, telephone number and email.

4. Cost Proposal

Include a not-to-exceed project budget, including the hourly billable rates which will be applied to the project and an estimated number of hours required to complete the scope of work described. Proposals shall indicate what portion of the work, if any, will be subcontracted. Provide an explanation of any assumptions made in calculating the project costs.

Proposals should include a competitive bid for the anticipated scope of work and the hourly billable rates which will be applied to the project. The budget for this project is \$75,000. Proposals with budgets higher than this figure are still eligible for consideration. Proposals that fall within the budget will receive priority in the review of proposals. The proposal must stipulate that the proposal price will be valid for a period of at least 180 days.

J. SELECTION PROCESS

The City may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- Consultant's qualifications related to municipal and/or public sector experience.
- Demonstrated experience and expertise with similar projects.
- Fee Proposal
- Overall merit of proposal, presented approach, projected timeline, and completeness of proposal.
- Project Understanding
- References

The selection committee will consist of city staff members from the City Manager's Department and Economic Development Department. The city may require additional information and proposers agree to furnish such information. The city reserves the right, at its sole discretion, to award the contract to that proposer who will best serve the interest of the city. The city reserves the right, based upon its deliberations and its sole opinion, to accept or reject any and all proposals.

It is the City's intention that within three weeks following the deadline of the request for proposals, notification will be given to each respondent as to the status of their proposal. Following review of the proposals, the City may elect to interview some or all of the respondents or may otherwise seek clarification of the materials submitted. The interview will be for the purpose of presenting the individual/team, discussion of the scope of work, and review of factors considered in the preparation of the proposal. The proposer may also provide clarification of submitted materials.

K. INSURANCE AND CONTRACT REQUIREMENTS

During the term of the contract with the City, except as otherwise stated in this contract, the Contractor shall procure and maintain insurance of the types and to the limits and confirming to requirements as specified in City's standard contract. No work shall begin until evidence of these financial guarantees is delivered as directed. A copy of the City's standard contract template for contractors and consultants is attached as ATTACHMENT A.

Exhibit A will be modified when the contract is awarded to align with the proposal from the selected consultant.

The selected consultant is expected to provide the required insurance documents ASAP after the award of the contract. Insurance documents are required for the contract execution.

L. QUESTIONS

For all questions related to this Request for Proposals please contact Rebecca Ehemann, Arts Manager, rehehmann@weho.org. All clarifying questions must be emailed. The last day for clarifying questions is Monday, April 15, 2024 at 5:00pm PT. **The deadline for proposals is Wednesday, April 24, 2024, at 5:00pm PT.**

M. ACCEPTANCE OR REJECTION OF PROPOSALS

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

At the sole judgment of the City, any proposal is subject to disqualification 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.



DATE: 11/17/23
VENDOR NAME: General – Services Agreements
STAFF CONTACT: Nicole McClinton, Senior Administrative Analyst – City Clerk’s Office
323.848.6452 | nmccclinton@weho.org

Per your contract agreement and in accordance with the minimum insurance requirements with the City of West Hollywood, the City needs the following items marked below with an “X” submitted prior to the City’s ability to commence work and/or process payments. Please direct questions to your staff contact.

Your vendor insurance documents are not sufficient to meet the minimum insurance requirements per your contract agreement with the City of West Hollywood. Marked below with an “X” are the areas of deficiency(ies) which must be corrected immediately. This may impact the City’s ability to commence work and/or process payments under your contract. Please direct questions to your staff contact.

INSURANCE LIMITS

- General Liability Insurance with minimum limit of not less than \$2,000,000 per occurrence
- Automobile Liability with minimum combined single limit of \$1,000,000 (for owned, hired and non-owned vehicles, as necessary).
- Workers’ Compensation Insurance as required by applicable law & Employers’ Liability Insurance with minimum limits of \$1,000,000.
- Professional Errors and Omissions Liability Insurance with minimum limit of not less than \$1,000,000 on a claims-made annual aggregate basis or a combined single-limit-per-occurrence basis.

ENDORSEMENTS

- The City of West Hollywood, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as **Additional Insureds** for the following:
 - General Liability

- Automobile Liability
***REQUIRES CITY SPECIFIC POLICY ENDORSEMENT (S)**

- Named insured must state their insurance is **Primary and Non-Contributory** by SPECIFIC policy endorsement for the following:
 - General Liability
 - Automobile Liability
***REQUIRES CITY SPECIFIC POLICY ENDORSEMENT (S)**

- Include a CITY SPECIFIC **Waiver of Subrogation Endorsement** for the following:
 - General Liability
 - Automobile Liability
 - Workers' Compensation Coverage
***REQUIRES CITY SPECIFIC POLICY ENDORSEMENT (S)**

- COI should indicate **30 day notice of cancellation**.

- COI should indicate the **Certificate Holder** as: City of West Hollywood, 8300 Santa Monica Blvd, West Hollywood, CA 90069.

RETURN REVISED INSURANCE DOCUMENTS TO YOUR STAFF CONTACT

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

This Agreement is made on this ___th day of _____, 20___, at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 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 _____, 20___, and selected CONTRACTOR as the preferred service provider;
- C. 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___ unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
- 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, _____, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, _____, shall be in charge of the project on all matters relating to this Agreement and

any agreement or approval made by her/him shall be binding on the CONTRACTOR.

- 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 two million dollars (\$2,000,000) 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 one million dollars (\$1,000,000) 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. 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.
- 8.2.5. 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.
- 8.2.6. 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.
- 8.2.7. 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
AGREEMENT FOR SERVICES**

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. **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:

Name, Department Director (INSERT TITLE)

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.

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 disclosure 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

EXHIBIT F

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the West Hollywood City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current West Hollywood City Councilmembers are listed at:

<https://www.weho.org/city-government/city-council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Councilmember(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Councilmember(s):

NO

Answering yes to either of the two questions above does not preclude the West Hollywood City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

Date

Signature of authorized individual

Company/Applicant Name