

REQUEST FOR PROPOSALS

Outdoor Ice Rink at West Hollywood Park

City of West Hollywood

Date Issued: October 24, 2024

Proposal Due: November 8, 2024



**CITY OF WEST HOLLYWOOD RECREATION SERVICES
DIVISION**

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EXECUTIVE SUMMARY

The City of West Hollywood, hereinafter referred to as the "City," is seeking qualified professionals to submit proposals for comprehensive event production services for an outdoor ice rink at West Hollywood Park. Proposers are encouraged to offer a creative response as it relates to implementing the City's vision for the annual event

MISSION STATEMENT

As a premier city, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its well-being. We strive for quality in all our actions, setting the highest goals and standards.

CORE VALUES

Respect and Support for People

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

Responsiveness to the Public We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

Idealism, Creativity, and Innovation

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible.

Quality of Residential Life

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

Promote Economic Development

We recognize that economic development is essential to maintaining the quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish and seek mutually beneficial relationships with the business community.

EXECUTIVE SUMMARY

Public Safety

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological, and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

Responsibility for the Environment

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

The City of West Hollywood invites qualified professionals who share our vision and values to submit proposals that demonstrate their technical qualifications and expertise related to the production and management of an Outdoor Ice Rink at West Hollywood Park in January of 2025

INTRODUCTION AND SCHEDULE

PURPOSE OF THE REQUEST FOR PROPOSALS (RFP)

The City of West Hollywood is seeking proposals from qualified vendors to establish a contract for production and management of a temporary outdoor ice rink. Work shall be in accordance with the Scope of Services herein. The City welcomes proposals from all qualified firms.

RFP SCHEDULE AND DEADLINES

- RFP issued by the city **October 24, 2024**
- Deadline for questions (5:00 PM PST) **November 1, 2024**
- Answers posted **November 5, 2024**
- Proposal due date (5:00 PM PST) **November 8, 2024**
- City Completes screening process, proposal, pricing evaluations and selects vendor **November 13, 2024**
- Awarding of contract and contract signing **November 22, 2024**
- Contract start date **December 2, 2024**

RFP SCHEDULE

The City anticipates having the selected Proposer to begin work in December 2024. The proposed event dates are January 11th- January 26th, 2025. Submittal of final deliverables from the Scope of Work will be required by December 31st, 2024. There may be the opportunity to extend the agreement through June of 2027, encompassing future events in 2026. The City reserves the right to accept proposals that fall outside of the estimated length of implementation.

CITY REPRESENTATIVE

The City will assign a Representative who will oversee the work and provide support as needed; this Representative shall be the primary and first point of contact for the selected Proposer, from the initial conversations through all phases of the project. The Representative will provide support, including but not limited to organizing meetings with departmental and technical staff, performing requirements gathering, and developing specifications and documentation.

QUESTIONS OR CLARIFICATIONS

It shall be the Proposer's responsibility to ask questions, request changes or clarifications, or requirements of the RFP appear to be ambiguous or contradictory.

Every attempt shall be made to ensure that the Proposer receives an adequate and prompt response. Questions and requests for clarification regarding this RFP must be submitted via the City's Online Bidding portal, [RFP/RFQ/Bid Notices | City of West Hollywood \(weho.org\)](#).

by **November 1, 2024, at 5:00 PM (PST)**. Therefore, Proposers are advised that any questions received after that date shall not be answered.

CITY OVERVIEW

The City of West Hollywood, known as the “Creative City,” was incorporated in 1984. It is 1.9 square miles in area and bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south. The City is home to a diverse and vibrant community. Its progressive spirit and creativity have put it at the forefront of culture, fashion, hospitality, entertainment, and design. Its variety of residential neighborhoods, commercial districts, and public amenities have made it one of the most desirable places to live, work, and visit in Southern California. The City’s main industries are hospitality (hotels, restaurants, nightclubs), entertainment (production, post production, and related uses), and arts and design (fashion, furniture, and art galleries). Its business community is a reflection of the City’s artistic richness and support of individuality, diversity, and creativity. It is home to the Sunset Strip, the Pacific Design Center, the West Hollywood Design District, and the historic LGBTQ destination that is Santa Monica Boulevard.

West Hollywood is known for its progressive public policies and sensitivity to LGBTQ, civil, and human rights issues. The City administers extensive support for its seniors, youth, and residents living with HIV and/or AIDS through its robust social services programs.

OUTDOOR ICE SKATING RINK MANAGEMENT AND PRODUCTION

The West Hollywood Community Services Department is hosting its inaugural outdoor ice skating rink at West Hollywood Park in January of 2025. The event will be open to the public at a cost to be agreed on by the City and the Proposer. The purpose is to create an event that promotes community engagement and attracts visitors to the City.

The City is seeking an event production firm to supply, build, monitor, and strike the physical infrastructure of an outdoor ice skating rink and production. The proposers should possess the ability to execute large-scale ice skating events for the public.

SCOPE OF WORK

OVERVIEW

- The ice skating rink shall be a turnkey installation/removal with onsite management and maintenance for an outdoor ice skating rink as a holiday season special event for the City of West Hollywood. The Skating rink shall be open to the general public for recreational ice skating January 11th- January 26th, 2025 . Schedule is subject to change.

Ice Skating Rink Specifications

- Outdoor ice rink shall be located at 647 North San Vicente Blvd, West Hollywood, CA 90069, Great Lawn inside West Hollywood Park. The rink shall be approximately 40' X 70'.
- Contractor shall provide the following:
 - Portable Ice Rink 40' X 70' with a freezer plate system
 - Chiller: Air-cooled refrigeration system/pumps/hoses/expansion tank
 - Generator to power above refrigeration
 - Fuel for generator
 - Insulation and vapor barriers (including insulation to level the site)
 - Modular railing system (clear Plexiglas facing towards rink with room to display signage upon approval from the City of West Hollywood)

Ice Rink Maintenance

- All tools, equipment and supplies for set-up, strike and maintenance. All professional supervision and general labor for set-up, site build-out and strike.
- Refrigeration Technician on-call 24 hours during the entire term.
- General set-up and finish-out metal-frame covering over rink wall header. Clear Plexiglas sides with smooth inside finish of rink perimeter.
- Rink Manager during the entire term; trained and experienced in liability protection.
- Skate and trailer or modular unit for storing and distribution of skates and office.
- Skate lacing area with sharpened, ready-to-skate, skates. Sharpening services on site as needed during run of event. Skate changing area with benches and rubber floor covering.

Ice Skating Equipment:

- Skates
- Helmets
- Skate rack
- Skate rack shelves
- Skate changing area

On Site Management and Day-to-Day Operations

- Contractor/Proposals shall provide professional, on-site management (experienced in customer service, liability-prevention, and public safety); staffing to include manage skate sessions and reservations, skate rental attendants, safety monitor(s) and maintenance personnel to be on-site during the entire term of the event including but not limited to:
 - Employee uniforms
 - Skate rental check-in and check out system

The City reserves the right to change or modify the event's specifications during the planning process.

Public safety costs for the overall event (Los Angeles County Fire and Sheriff's Department costs, security ambassadors, and ambulance services) will be absorbed by the City, and the costs for such services should not be included in the production budget. Proposers should include any private security costs related to production and equipment oversight or stage accesses. Cost for permits specifically and exclusively required for the event will be covered by the City; any permits/licenses legally required for the Proposer to practice their profession are the responsibility of the Proposer and should not be factored into the proposed cost.

Proposer is responsible for the strike of event equipment and infrastructure. All other event clean-up is performed by City staff and contractors and should not be included in the production budget.

Proposers are asked to demonstrate their proficiency in these area by providing examples of projects of similar scale where they have served in a similar capacity.

The selected proposer should have a reputation of delivering outstanding services to clients, as well as a proven track record of successfully executing events of comparable magnitude. Proposers submitting proposals may subcontract certain elements and services as needed, provided all insurance and bond requirements are met.

The selected Proposer will share the City's vision and values, and will possess extensive experience in the following areas:

- Event Design Event Management
- Event Marketing
- Event Sponsorship
- Event Budgeting
- Event Production

The final Scope of Work will be determined.

PROPOSAL SUBMISSION

The Proposer shall submit one (1) digital copy of the submission on PlanetBids. Proposals received after this time and date shall be disqualified and unopened. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered.

The Proposer is solely responsible for "ontime" submission of their electronic proposal Response File via PlanetBids. The City will only consider proposals transmitted successfully and issued an e-bid confirmation number with a time stamp from the PlanetBids Bid Management System indicating that the proposal was submitted successfully. The Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, ensuring the capability of their computer system to upload the required documents, and ensuring the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City nor PlanetBids, makes any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the submission deadline.

COVER LETTER

An overall introduction to the proposal is required, including a statement of the Proposer's understanding of the needs of the City in an executive summary format. The cover letter must state the name of the person(s) authorized to represent the Proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers, and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters, must sign the cover letter and the proposal response. The letter may also briefly set forth any particular information the Proposer wishes to bring to the City's attention and if any information contained in the response should be considered proprietary.

EXECUTIVE SUMMARY

Proposers must include an executive summary. This part of the response to the RFP should be limited to a brief narrative highlighting the Proposer's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors

COMPANY BACKGROUND

Proposers must provide their response to the following statements and questions in this section of their proposal.

- Name of company
- Name of the parent company, if applicable
- Company address
- Company website address
- Number of years the company has been in business
- Number of employees in the company
- Number of employees available to work on this project, their titles, and how they will contribute to this project
- Proposer's understanding of, or experience with the City of West Hollywood Proposer's experience in providing comparable services to other organizations
- Detailed event management experience (Proposer's experience in providing comparable services to other organizations)

UNDERSTANDING OF THE SCOPE OF THE PROJECT

Proposers must include a statement of their understanding of the requested project scope. Such understanding shall represent the Proposer's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.

PROPOSED PROFESSIONAL SERVICES

Propose and describe in detail the professional services that will be provided, including a vision for the event and how it will be executed, as requested in the Scope of Work of this RFP.

PROPOSED BUDGET

Propose and describe in detail the fee structure corresponding to the related professional services, as outlined in the Scope of Work section.

IMPLEMENTATION TIMELINE

Propose and describe in detail the implementation timeline corresponding to the event production.

REFERENCES

Proposer shall include up to three references of the most relevant projects completed by the Proposer, of equivalent size (or larger) and similar complexity to this project. Please include the following information for each reference:

1. Contact Name
2. Contact Title
3. Address
4. Phone Number
5. Email address
6. Location/Jurisdiction
7. Project Name
8. Project Description (Budget, Role, Outcome)
9. Project Dates
10. Client's Project Contract Number (if applicable)
11. Project Contract Value (initial and current or ending value)

PROPOSAL DETAILS

CANCELLATION

The City of West Hollywood reserves the right to modify, revised, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

ACCEPTANCE

The City may reject any or all responses.

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.

After reviews of the responses, a Proposer will be selected to submit a final proposal and enter negotiations. The qualifications, proposal, and negotiations will be conducted by the project team.

UNIVERSAL ACCESS AND NON-DISCRIMINATION

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, the selected Proposer, firm or team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin gender, gender variance, age, military status, sexual orientation, martial status, or physical or mental disability; and the Proposer, firm or team further agrees to insert the foregoing provision in all subcontracts for the project.

SAMPLE BASIC CONTRACT

It is important for Proposers to review Attachment 1 (Sample Draft Agreement for Services) in this RFP. A \$5,000,000 General Liability Policy is required for this project. The sample contract for these services and will be used as result of this selection process. Any requests for deviation or modification of the contract language should be clearly identified in the proposal. The City reserves the right to modify its contract once a vendor is selected. Requests that are not submitted as part of the RFP response will not be considered at a later date. Please not the City's mandatory Living Wage and Equal Benefits clauses.

VERIFICATION OF INFORMATION

Proposers are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. Proposers are urged to carefully review all information. The City reserves the right to make any inquiries or other follow-up required to verify the information provided.

CONFIDENTIALITY

Prior to the award of the Contract, all proposals will be designated confidential to the extent permitted by the California Public Records Acts. After the award of the Contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

OWNERSHIP OF REPORTS AND DATA

The originals off all studies, reports, exhibits, documents data, and/or other work material(s) prepared and/or used to comply with any section/condition of this RFP, plus any copies of same required by the Contract to be open to inspection by the public and , as such, shall become and remain the property of the City.

CONFLICT OF INTEREST

The Contractor shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The Contractor shall notify the City of any existing contracts or proposed new contracts which may conflict with the City's interest. Contractors submitting proposals in response to this RFP must disclose to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for Outdoor Ice Skating Rink Management and Production Services to be awarded pursuant to this RFP. If this Contractor has no conflict of interest, a statement to that effect shall be included in the proposal.

PROHIBITED COMMUNICATIONS

No proposer, or anyone representing a Proposer, is to discuss this RFP with any official or employee of the City, other than the designated Point of Contact named on the Notice. Violation of the prohibition may result in disqualification of the Contractor even if the contract has already been awarded.

PROPOSAL EVALUATION

EVALUATION CRITERIA

Each proposal shall be evaluated on the following evaluation criteria:

Criteria

Outdoor Ice Skating Rink Production Experience

Event Management Experience

Qualifications of Proposer

Project Cost

PROPOSAL REVIEW

The City will evaluate the proposals received based on the criteria listed above. The City may request to interview top candidates for consideration.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

This Agreement is made on this ___ day of ____, 202__, 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 Vendor Name, Vendor Address (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for _____ services as detailed in Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference.
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. 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 _____ 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 _____ annually, for a total not to exceed amount of _____ 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 in accordance with the completion date of the phases outlined in Exhibit A, 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. 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 two million dollars (\$5,000,000) 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.

- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants, and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. The policy retroactive date shall be on or before the effective date of this Agreement.
- 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 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. **CONTRACTORSHIP 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:
Name
Mailing Address

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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.

- 24. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the ___ day of ____, 202__.

CONTRACTOR: CONTRACTOR NAME

Name, Title

CITY OF WEST HOLLYWOOD:

Director Name, Director Title

David A. Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

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

Scope of Services:

Time of Performance:

Special Payment Terms: NONE
(only if additional to section C.4. on page 1)

The Contractor agrees that no work may undertaken or billed until they have received a written purchase order. Purchase order numbers are required on invoices in order to process payment Tasks/phases should be referenced on the invoice.

**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