

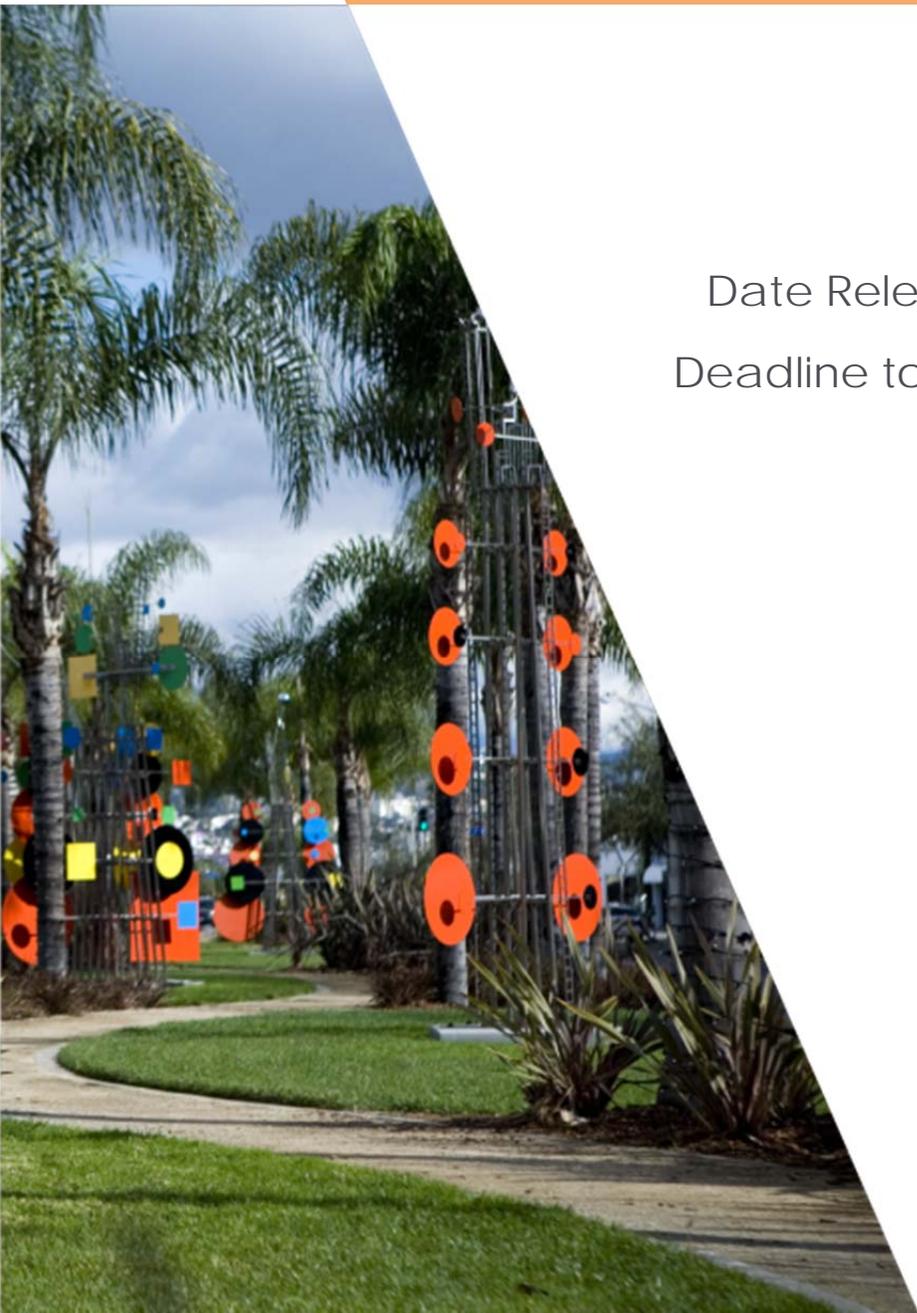
REQUEST FOR PROPOSALS

CITY OF WEST HOLLYWOOD
ARTS DIVISION

PUBLIC ART EXHIBITION CURATOR

Date Released: September 7, 2017

Deadline to Apply: October 11, 2017





City of West Hollywood
ART ON THE OUTSIDE
REQUEST FOR PROPOSALS (RFP)
Public Art Exhibition Curator
Santa Monica Boulevard at Doheny Drive Sculpture Park

RFQ released: September 7, 2017
Deadline to apply: October 11, 2017

PROJECT DESCRIPTION

The City of West Hollywood's Art on the Outside Program is seeking an arts professional to curate a temporary public art exhibition for the Santa Monica Boulevard at Doheny Drive Sculpture Park. Independent curators and curators representing non-profit art organizations, art centers, galleries and/or museums are invited to develop proposals for an engaging temporary public art exhibition for the City's primary outdoor exhibition space.

Qualified curators will have experience and capability to perform the tasks described in the Scope of Work. Proposals may be artistic, cultural, or popular in nature and may (but are not required to) feature themes related to the City's unique history.

Artworks included in the exhibition proposal should be able to withstand the natural elements and be ready to install in a public setting. Delicate artworks that may be vulnerable to the elements and/or public interaction are not advisable for this setting.

The term of the exhibition is expected to begin in February 2018 and conclude in February 2019.

ELIGIBILITY

This is an open call to arts professionals. Proposals submitted by arts professionals, non-profit art organizations, art centers, galleries, and/or museums for exhibitions of emerging and established artists will be considered. The successful candidate will possess a proven record and have demonstrated abilities in curating, planning, implementing, and managing dynamic public art exhibitions. The qualified candidate will have strong organizational skills, excellent written communication skills and experience organizing public art installations of similar scope.

BUDGET

The exhibition selected by the City through this RFP will include an all-inclusive budget of \$35,000 to cover all costs associated with the exhibition including, but not limited to curator fee, research and curatorial selection, preparation of artworks for exhibition, artist fees, transportation of art elements, preparation of

written exhibition didactics and labels, and installation and de-installation services.

The City will provide professional graphic design services for the signage and didactic material to accompany the exhibition.

SCHEDULE

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

September 7, 2017	RFP Released
October 11	RFP Deadline for submissions
October 26	Art on the Outside Subcommittee review and selection
November	Curator invited to present final exhibition plan to Art on the Outside Subcommittee for review and approval
December – January 2018	Exhibition preparation
February 2018	Installation
February 2019	Exhibition concludes
March 2019	Deinstallation

BACKGROUND

City of West Hollywood

The City of West Hollywood, known as the “Creative City,” was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south. The City is home to a young, diverse and vibrant community. Its progressive spirit and creativity has put it as the forefront of culture, fashion, hospitality, entertainment and design. Its variety of residential neighborhoods, commercial districts and public amenities has made it one of the most desirable places to live, work and visit in Southern California. 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, Pacific Design Center and West Hollywood Design District.

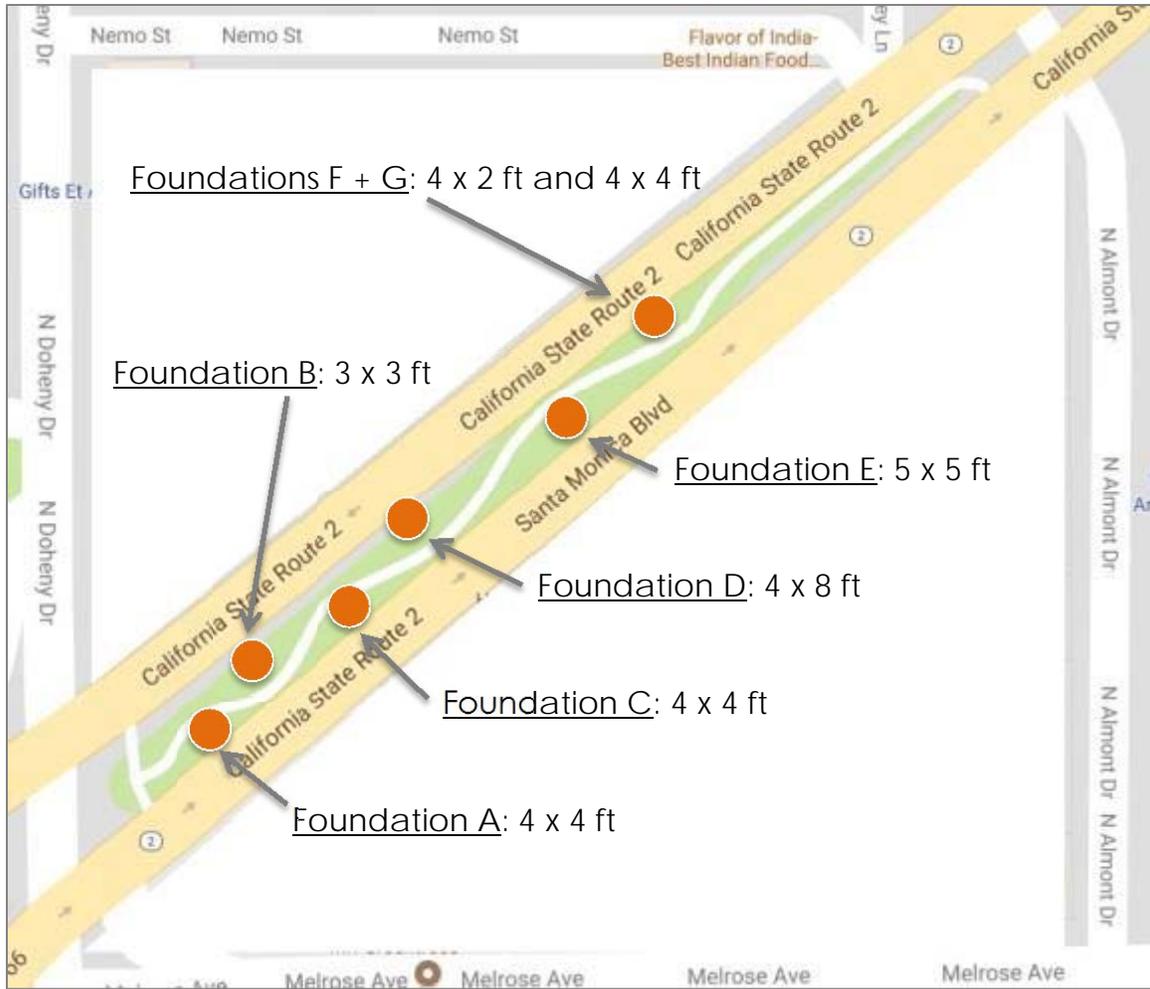
West Hollywood is known for its progressive public policies and sensitivity to LGBTQ, civil and human rights issues. The City administers extensive support for its seniors, youth and residents living with HIV and/or AIDS through its robust social services programs.

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

SITE DETAILS: Santa Monica Boulevard at Doheny Drive Sculpture Park

The Sculpture Park is a xeriscaped traffic median on Santa Monica Boulevard between Doheny and Almont drives. The exhibition space is surrounded by restaurants and commercial businesses and offers an opportunity for the artwork to be viewed by approximately 50,000 cars that enter and exit the City daily through its main western gateway. The site is open to the public without dedicated staff posted continuously to monitor the space.

There are six (6) existing concrete foundations of various sizes located on the median. The foundations sizes (from west/Doheny Drive to east) along Santa Monica Boulevard are: 4’ x 4’; 3’ x 3’; 4’ x 4’; 4’ x 8’; 5’ x 5’; and 4’ x 2’ & 4’ x 4’ (this last site has two footings located in close proximity to each other; they may be used together or separately for one or two works). Each existing foundation has coordinating lighting to illuminate the artwork at night. The following diagram is provided as a reference.



Above: Site Plan for the Santa Monica Boulevard at Doheny Drive Sculpture Park. A walking path cuts through the middle of 6 existing concrete foundations. The dimensions of each foundation are represented in feet.

Applicants are encouraged to use the existing concrete foundations in their design of the exhibition but are not required to do so. If a proposal will not include the existing foundations the proposal should indicate how and where the artwork will be installed in the space.

Questions to consider: Will new footings be required to accommodate the proposed artwork? Can the budget accommodate the requirement of new footings? Can you use existing lighting on the site?

SELECTION PROCESS

All submittals will be evaluated on the completeness and quality of the content. Only those proposals that provide complete information, as required, will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

City of West Hollywood Arts Division Staff will convene to review submissions through this request for qualifications. Staff will generate a short list of proposals to present to the Art on the Outside Subcommittee for final consideration. In addition to the Art on the Outside Review and Evaluation Criteria used in evaluating the proposals will be:

- Curatorial Statement – ability to articulate the exhibition concept in a clear and understandable statement.
- Experience – Proven strong professional qualifications and experience as demonstrated through previous work.
- Budget – ability to provide a compelling exhibition within the allotted budget.

It is the City's intention that within four to six weeks following receipt of the submittals, notification will be given to each respondent as to the status of their proposal. Following review of the submittals, the City may elect to interview some or all of the respondents.

SCOPE OF WORK

The selected individual will be responsible for managing the temporary public art exhibition for the Santa Monica Boulevard and Doheny Drive Sculpture Park as follows:

The Consultant shall curate and execute an Art on the Outside exhibition to take place at the Santa Monica Boulevard and Doheny Drive Sculpture Park between February 2018 and February 2019. The exhibition will feature (X) number of large scale sculptural works by emerging and/or established artists. The Consultant will work with City staff, the City's Arts and Cultural Affairs Commission and its Art on the Outside Subcommittee in the development, implementation, and execution of the project.

Specifically, the Consultant shall:

1. Meet with City staff, the Art on the Outside Subcommittee and the Arts and Cultural Affairs Commission to develop the direction of the project.
2. Provide curatorial direction to select artists and high quality, original, durable art works appropriate for the Location.
 - a. All artworks proposed must be able to withstand the natural

outdoor elements, require minimal to no maintenance, and adhere to public safety requirements.

3. Develop an installation plan for the exhibition
 - a. Identify locations for siting the artwork at the Location.
 - b. Supervise structural engineering documentation (if necessary as directed by City staff).
4. Serve as liaison and intermediary between the City and participating artists.
5. Provide information to the City necessary for the development of print collateral including: Artist biographies, Curatorial statement, Artwork specs, and other information as requested by City staff.
6. Review the City designed collateral material for accuracy.
7. Monitor, as appropriate, artist schedule of performance, to align with the exhibition schedule.
8. Complete the exhibition design, installation and deinstallation within the allotted budget and schedule.
9. Participate in public relations, news, community education and other media inquiries or opportunities.
10. In coordination with City staff, oversee installation of the artworks.
11. Work with City staff to monitor the artworks during the exhibition and troubleshoot any maintenance or conservation issues that may arise.
12. In coordination with City staff, oversee the deinstallation of the artworks.

SUBMITTAL REQUIREMENTS

PROPOSALS DUE BY OCTOBER 11, 2017

Please read all information carefully. Proposal submittals will be received online through our online application at this link: <https://form.jotform.us/72496837072163>

All proposals must be clear, succinct, 12-point font, and not exceed the page limits listed for each item, organized as separate sections of the proposal. All submittals will be evaluated on the completeness and quality of the content. Only those proposals that provide complete information, as listed below, will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

1. Curator Identification: Provide the name of the individual, address, telephone number and email.
2. Cover Letter (one page maximum): An overall introduction to the proposal.
3. Resume of Curator (four pages maximum): Provide a resume.
4. Curatorial Portfolio (15 images maximum): Provide a visual portfolio of fifteen (15) images of completed projects. Include the specific project name and location, client name and contact person together with title, organization, address and telephone number, artist name, artwork title, dimensions, media, year of completion, and a brief description of each image.
5. Curatorial Statement (two-page maximum): Describe the concept and curatorial vision for the proposed exhibition in West Hollywood and a list of potential artists to include in the exhibition. It is not imperative to have a final list of artists or artworks at this stage.
6. Cost Proposal: Include an itemized budget for all services and associated fees. The proposal shall include Curator fee, Artist fee(s), insurance (general liability and auto), structural engineering, transportation of art elements, contingency, and any other costs, not to exceed the fixed exhibition budget.
7. Request for deviation or modification to City standard contract – Any requests for deviation or modification to the City's standard contract should be clearly identified in this section. If no modifications are requested simply include a section noting you understand and agree to the City's contract terms and are able to provide the required insurances upon award of the contract.

SUBMISSION DEADLINE

All proposals must be submitted online no later than **Wednesday, October 11, 2017 at 5 pm** in order to be considered.

QUESTIONS

Any questions about this RFP should be directed to Rebecca Ehemann, Public Art Coordinator, 323-848-6846, rehemann@weho.org

The City may reject any or all responses when such rejection is in the best interest of the City or the proposal contains major irregularities. Minor irregularities of the proposal may be waived by the City. The City reserves the right to cancel, postpone and/or re-advertise for other proposals at any time. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City. The City reserves the right to photograph videotape and distribute images of the temporary artwork exhibition for non-commercial purposes.

ATTACHMENT 1: Previous exhibitions at the Sculpture Park

For reference, a list of previous exhibitions at the Santa Monica Boulevard at Doheny Drive Sculpture Park.

ATTACHMENT 2: Sample Draft Agreement & Insurance Requirements

It is important for Applicants to review Attachment 2 (Sample Draft Agreement for Services & Insurance Requirements) in this RFP. The contract is the City's standard contract for these services and will be used as a result of this selection process. Any requests for deviation or modification of the contract language should be clearly identified in the Proposal.

VERIFICATION OF INFORMATION

Applicants are hereby notified that the City will rely on accuracy and completeness of all information provided in making its selection. Applicants are urged to carefully review all information provided to ensure, clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow-up required to verify the information provided.

For reference, previous exhibitions at the Park have included:

Edges and Hedges, 2002 – *Edges and Hedges*, the first exhibit for Art on the Outside, featured seven artists who created site-specific sculptural installations at locations on Santa Monica Boulevard. The installations, displayed for seven months, reflected the challenging relationship between nature and the urban environment. Selection of artworks:



Shelia Klein



Laura Haddad and Thomas Drugan



Michael Stutz

John Clement, 2006 – John Clement's playful sculptural works originate from quick drawings that inform the process of rolling and bending steel pipe into coils that resemble springs in motion. Selection of artworks:



Dan Corson, *Empyrian Passage*, 2008 – *Empyrian Passage* was a sculptural form that is reminiscent of a theoretical black hole. The project consisted of a series of metal hoops of various sizes which, when placed close to each other implied a larger form. Calibrated cables suspend the hoops in much the same way as historic hoop skirts. At night, the rings glowed to create a floating form inspired by a black hole's absence of light. The project was recognized by the Americans for the Arts Public Art Network in 2009 as one of the best public art projects of the year.



Peter Shire, 2009 – Los Angeles artist and designer Peter Shire is well known for his ceramic teapots and whimsical, geometric sculptures. Selection of artworks:



The Sculpture Foundation, *ELEMENTAL*, 2011 – Seven abstract sculptures from artists Andrew Rogers, Emilie Benes Brzenzinski, Bruce Lindsay, Robert Ressler, Peter Voukos, Myke Gyampo and Herk Van Tongeren were included in the exhibition. The Sculpture Foundation is dedicated to collaborating with municipal, not-for-profit and private organizations around the country to site artwork in public places extending its collection into the fabric of society. Selection of artworks:



Herk Van Tongeren



Andrew Rogers



Robert Ressler (detail)

Frostig Collection, *FROSTIG AT LARGE*, 2012 – Six sculptures were featured on the median from artists Lita Albuquerque, Charles Arnoldi, David Buckingham, Guy Dill, Brad Howe, Michael Kalish. The exhibition was curated by Kate Stern. The Frostig Collection is an ongoing series of small sculptures, paintings and works on paper created by well-known artists and sold in limited editions to raise money for social skill programs for children with learning disabilities, Asperger's and high-functioning autism. Selection of artworks:



Brad Howe



David Buckingham



Lita Albuquerque

Gustavo Godoy, *Abandoned Relics*, 2012 – Gustavo Godoy’s sculptures enticed the viewer to interact directly with the artwork. With *Abandoned Relics*, Godoy continued his formal and material investigations in a public forum, calling attention to the objects that mark sites as sacred or in flux; and how through collective inference and cultural construction these objects become reliquaries of our untold and retold histories. This exhibition was in collaboration with Honor Fraser Gallery.



Ivan McLean, 2015 – McLean is drawn to the potential energy that a sphere radiates with its universal symbolism for completeness, unity, equality and acceptance. This exhibition of six spheres represents several years of the artist’s work as he experimented with various materials, sizes and colors.



HACER, *The Chase*, 2016 – Los Angeles artist HACER created a series of six monumental origami-inspired sculptures depicting a dramatized scene of survival. Whomever the viewer relates to, the characters are meant to be viewed through a lens of commonality rather than difference as they embody the opposing yet congruent ends of starvation where each, trying to survive, fights to meet their own needs through shared, limited resources.



CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

ATTACHMENT 2

This Agreement is made on this [REDACTED]th day of [REDACTED], 2016, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The 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 June 30, 20[REDACTED] unless extended in writing in advance by both parties.
 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$[REDACTED] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [REDACTED], shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED], shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the

foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

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

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner 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. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner'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 Owner 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.
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. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20__.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

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

Scope of Services:

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

Special Payment Terms:

NONE

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____



REQUEST FOR EVIDENCE OF INSURANCE – PLEASE PROVIDE THIS TO YOUR INSURANCE AGENT FOR PROPER PROCESSING

Dear Vendor/Service Provider:

As part of your contract with the City of West Hollywood you are required to provide evidence of insurance coverage as outlined below. Kindly return your completed ***ACORD Form Certificate of Insurance and the proper policy endorsements*** to your City representative.

Certificate Holder: The City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, California 90069

Required Coverages & Endorsements:

- Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- Automobile Liability with minimum combined single limit of \$300,000 (for owned, non-owned, hired, rented vehicles as necessary).
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000. Coverage waived if vendor is sole proprietor.
- The CITY OF WEST HOLLYWOOD, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds as their interests may appear (excluding Workers Compensation and Professional Liability).
***REQUIRES A POLICY ENDORSEMENT**
- Include a ***Waiver of Subrogation Endorsement*** for the following:
 - ✓ Commercial General Liability
 - ✓ Workers Compensation Coverage (waived if sole proprietor)***REQUIRES POLICY ENDORSEMENT(S)**
- Named insured must state their insurance is primary and non-contributory by policy endorsement.
***REQUIRES A POLICY ENDORSEMENT**
- Certificate should indicate a 30 day notice of cancellation or reduction in limits applies.

Please note: not providing the proper insurance documentation may delay the processing of your contract. Refer to your specific contract for additional terms and requirements as necessary.

RETURN INSURANCE DOCUMENTS TO YOUR CITY REPRESENTATIVE