

REQUEST FOR PROPOSALS

CITY OF WEST HOLLYWOOD
ARTS DIVISION

ARTS FESTIVAL FEASIBILITY STUDY



Photo by Jonathan Moore



City of West Hollywood
California 1984

City of West Hollywood
Economic Development Department
Arts Division
weho.org/arts

Date Released: April 1, 2019
Deadline to Apply: April 25, 2019

A. PURPOSE AND INVITATION TO SUBMIT PROPOSALS

The City of West Hollywood's Arts Division is seeking proposals from qualified consultants to provide analysis regarding the feasibility of an arts festival.

In 2017, the West Hollywood City Council approved *WeHo Arts: The Plan*, a community-based cultural plan as a result of an iterative 18-month process that included contributions from over 1,700 individuals. *The Plan* is structured by its 5 principles (Space, Engagement, Support, Visibility, and Experimentation) and 20 recommendations. These provide the framework to organize, develop, and sustain the work of the City of West Hollywood's arts and culture programs over the next 5+ years. *The Plan* can be downloaded from the City's website at www.weho.org/theplan.

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

The City anticipates the final work product will be a report with qualitative responses from the community and quantitative analysis and tables to assess the potential success, needs and funding for an Arts Festival to coincide and align with *WeHo Arts: The Plan*, a community-based cultural plan. The Scope of Work for the project is detailed further in this Request for Proposals (RFP). The City anticipates entering into an agreement on a not-to-exceed contract amount. The term of the proposed contract is expected to begin in June 2019.

B. BACKGROUND

The City of West Hollywood, known as the "Creative City," was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south. West Hollywood is home to approximately 37,000 residents and over 3,500 businesses. The weekend population swells to approximately 78,000 as neighbors from nearby communities take advantage of shopping, dining and entertainment.

Approximately 40% of the City's residents identify with the LGBTQ community, 10% are Russian-speaking immigrants, and close to 20% are older adults. The City's main industries are entertainment (production, post-production and related uses), hospitality (hotels, restaurants and nightclubs), and arts and design (furniture, home goods and art galleries). The City is densely populated and is a high traffic area. The City is also home to the world famous Sunset Strip.

The City hosts the Halloween Carnaval in October and the Christopher Street West Gay, Lesbian and Transgender Pride Parade and Festival in June. The City produces the *One City One Pride* LGBTQ Arts Festival from May 22 – June 30 each year to celebrate the LGBTQ community through temporary art and history events, exhibitions and performances. In 2017-18, the City saw 3.59 million visitors and

many stay in one of the City's twenty hotels.

The City of West Hollywood delivers a broad array of arts programs through 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.

C. ELIGIBILITY

Qualified consultants (individuals, teams, or firms) must have at least 5 years of professional experience and expertise with similar projects. Prior experience working and coordinating with a municipality or public agency is preferred but not required.

D. BUDGET

Proposals should include a competitive bid for the anticipated scope of work not to exceed \$22,000. Include a not-to-exceed project budget and include the hourly billable rates which will be applied to the project. Provide an explanation of any assumptions made in calculating the project costs. If a sub-consultant will be utilized, the Consultant shall indicate what portion of the work the sub-consultant would be responsible for and include that in the overall budget cost. The Consultant shall also provide information about the sub-consultant, including expertise, experience, and recent projects.

E. SCHEDULE

April 1, 2019	RFP Released
April 15	Deadline to submit clarifying questions
April 25	RFP Deadline, 12:00pm PST
April 29-May 3	Proposal Evaluation
May 6-10	Interviews, if needed
May 15	Vendor selection and notification
May 15-May 31	Contract negotiation
June 17	Contract start date

F. DEADLINE

Proposals should be received no later than **12:00 PM PST on Thursday, April 25, 2019**.

G. SCOPE OF WORK

The City of West Hollywood is seeking a qualified consultant to provide the City with an analysis and report examining qualitative responses from the community and quantitative analysis and tables to

assess the potential success, needs and funding for an Arts Festival to coincide and align with *WeHo Arts: The Plan*, a community-based cultural plan. Specifically, the final word product (report) shall include a review of the following:

1. Facility and Site Assessment – Analysis of the current use of city facilities, approximate functionality, locations and parking availability. Identify technical and industry requirements required for an Arts Festival. Data may include number of, or defined limits, of days, seats, stages, tents, power requirements, special equipment, etc.
2. Current Events Calendar Assessment - Analysis of the current large-scale city events, Arts Division events, and neighboring municipalities' large-scale events calendars (Beverly Hills, Culver City, Santa Monica and Hollywood/West Los Angeles)
3. Community Engagement – Meet with community stakeholders to gain insight into needs and wants. Analyze and report on data collected. Stakeholders have been identified to include city staff, business owners (Business Improvement District board members), hotel concierges, West Hollywood Travel and Tourism Board, local artists and arts organizations.
4. Partnerships - Identify potential partner organizations and/or businesses in the City of West Hollywood
5. Funding Sources - Identify sustainable funding sources for the Arts Festival
6. Meetings with Arts Division staff to include a kick-off meeting, check-in meeting with initial data analysis and research, and final meeting with staff to review the draft report).
7. Presentations to share the report/data; one to the Arts and Cultural Affairs Commission and the other to the City Council.

H. PROPOSAL REQUIREMENTS

Interested parties should submit their complete proposal packages through the following online application: <https://form.jotform.com/90906329913159>

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

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point in an 8.5 x 11 inch format as a PDF file.

1. Cover Letter

A cover letter should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the consultant information, name of the individual or firm, the individual or firm's principal place of business, and the primary email and telephone number of the consultant.

2. Project Understanding and Methodology

Provide a detailed description of the approach and methodology to be used to accomplish

the scope of work described in this RFP. This should include:

- A detailed description of specific tasks or data that you will require from City staff.
- An explanation of the anticipated respective roles of City staff and Consultant staff to complete the tasks specified in the Scope of Work.
- Examples of data categories to be delivered as part of the final report.

3. **Qualifications**

The information requested in this section should describe the qualifications of the firm, and projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information should include:

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

4. **Cost Proposal**

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

I. **SELECTION PROCESS**

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

- Consultant's qualifications related to municipal and/or public sector experience
- Demonstrated experience and expertise with similar projects

- Fee Proposal
- Overall merit of proposal, presented approach, projected timeline, and completeness of proposal
- Project Understanding
- References

The selection committee will consist of city staff members and community representatives. The city may require additional information and proposers agree to furnish such information. The city reserves the right, at its sole discretion, to award the contract to that proposer who will best serve the interest of the city. The city reserves the right, based upon its deliberations and its sole opinion to accept or reject any proposal.

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

J. INSURANCE AND CONTRACT REQUIREMENTS

During the term of the contract with the City, except as otherwise stated in this contract, the Contractor shall procure and maintain insurance of the types and to the limits and confirming to requirements as specified below. No work shall begin until evidence of these financial guarantees is delivered as directed. A copy of the City's standard contract template for contractors and consultants is attached as ATTACHMENT A. The selected firm is expected to adhere to all obligations and provide the required insurance documents listed in this standard contract template. Exhibit A will be modified when the contract is awarded to align with the proposal from the selected consultant.

K. QUESTIONS

For all questions related to this Request for Proposals please contact Rebecca Ehemann, Public Art Coordinator, 323-848-6846, rehemann@weho.org. The last day for clarifying questions is April 15, 2019 at 12:00pm PST.

L. ACCEPTANCE OR REJECTION OF PROPOSALS

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

At the sole judgment of the City, any proposals are subject to disqualifications on the basis of a conflict of interest. Identify any person associated with the firm that has a potential conflict of

interest. The City may not contract with a proposer if the proposer, or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board member or commissioner who influences decision making.

M. ATTACHMENT

ATTACHMENT A: Copy of Standard Contract Template

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

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__ 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. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
14. **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.
15. **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.
16. **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.
17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
19. **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.
20. **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.
21. **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.
22. **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.

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

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".

**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 _____