

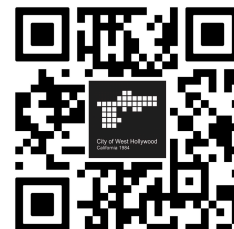
REQUEST FOR QUALIFICATIONS

MOVING IMAGE MEDIA ART PROGRAM (MIMA) ART CONSULTANTS PREQUALIFIED LIST

Art consultants with experience in curation and technical art services for digital billboards are encouraged to apply.

Date released: March 10, 2025

Deadline to apply: April 9, 2025



City of West Hollywood
Economic Development Department / Arts Division
www.weho.org/arts
[@wehoarts](https://www.instagram.com/wehoarts)

A. PURPOSE AND INVITATION TO SUBMIT QUALIFICATIONS

The City of West Hollywood's Arts Division seeks qualifications from art consultants to establish a diverse list of individuals, teams, or firms, with experience in the field of moving image media art, to provide curatorial and technical art consulting services for digital billboards. Approved applications will be placed on a Moving Image Media Art Program (MIMA) Prequalified List for Art Consultants.

The purpose of this Request for Qualifications (RFQ) is to establish a list of art consultants who have the experience and capability to perform administrative tasks related to programming artwork for the City of West Hollywood's Moving Image Media Art Program (MIMA). All billboards in the City's Sunset Arts and Advertising Program are subject to the MIMA Program. Each billboard site is required to exhibit City-approved moving image artworks for 17.5% per hour (or 10.5 minutes of artwork every hour) as part of the program.

The West Hollywood Moving Image Media Art Program (MIMA) is an exhibition series presenting moving image artworks on multiple digital billboards along the world-famous Sunset Strip, a 1.6 mile stretch of Sunset Boulevard within the City of West Hollywood from Phyllis Street on the west to Havenhurst Drive on the east. At the top of every hour, the MIMA program presents moving image artworks that represent diverse perspectives of up-and-coming creators, established innovators, and legendary, celebrated artists. Currently there are three active billboards in the program and several more in various stages of construction or design review. It is anticipated that when the program is fully realized that there will be 26-28 moving image billboards in the program, Attachment A. More information: go.weho.org/mima

The MIMA Prequalified List for Art Consultants will continue to remain active for the duration of the West Hollywood Moving Image Media Art Program. Annual evaluation will be held to access the current list and add new vendors to the list. Applicants may submit their qualifications at any time before the annual deadline for consideration (April 9 for the inaugural deadline, April 1 will be the deadline for successive years). Submissions received after the first consideration deadline will be considered for inclusion in subsequent annual reviews. Placement on the Moving Image Media Art Program (MIMA) Prequalified Art Consultants List does not constitute an offer to contract and does not guarantee any minimum amount of business.

B. MIMA ART CONSULTANT SERVICES

A successful candidate for the MIMA Art Consultant Prequalified List will have a wide knowledge of contemporary and historic moving image media art; proven top-notch organizational skills; and excellent oral and written communication skills. Consultants must have proven experience in working with artists and large-scale digital screens with a track record of successful exhibitions. Art consultant services may include, but are not limited to:

- Provide planning, organization, production, and creative supervision services of moving image media art projects, in coordination with city staff.
- Assure compliance with the Sunset Arts and Advertising Program

(weho.org/sunsetdigital), Moving Image Media Art Program Guidelines and Process (go.weho.org/mima), and Art on the Outside Program Review Criteria (go.weho.org/AOTO), as directed by staff.

- Serve as a contact person for the MIMA Program for artists, billboard property owners, billboard operators, and city staff.
- Recruit artists, curators and galleries for the MIMA Artist and Curator Prequalified List and research current trends in digital art.
- Provide a curatorial point of view, propose exhibitions from artists, curators, and or galleries who have qualified for the MIMA Artist and Curator Prequalified List, and advise on the scheduling of artwork for the billboards.
- Advise staff and artists on technical aspects of moving image presentation on digital billboards and anticipate possible obstacles to quality, feasibility, functionality, visibility, and durability of the artwork exhibition.
- Provide production, editing, post-production, reformatting of artworks to fit custom aspect ratios, and titling for the MIMA program, or coordinate these services with a subcontractor.
- Provide administrative services for the MIMA program such as drafting a scope of work for an artist's licensing agreement, drafting social media promotion posts, and drafting staff reports for Arts and Cultural Affairs Commission meetings for exhibition proposals, as directed by staff.
- Present the MIMA program exhibition proposals and trafficking (scheduling) to the Arts and Cultural Affairs Commission, in-person, for review and approval, as directed by staff.
- Deliver artwork assets created to specification and timeframe to each billboard operator, as directed by staff.
- Work with artists and operators to resolve all technical adjustments necessary for the optimal display of MIMA program exhibitions on the billboards.
- Augment and distribute promotional materials for the program, as directed by staff.
- Review the exhibitions in situ, provide staff with documentation of exhibitions and airtimes, and report discrepancies of approved programming.
- Attend in-person and virtual meetings and make presentations assigned by the Arts Manager.

C. CULTURAL EQUITY STATEMENT

The City of West Hollywood's Arts Division and Arts and Cultural Affairs Commission believe that all people in the City of West Hollywood have the right to celebrate and engage in meaningful and relevant arts and cultural experiences. Each member of the community should have access to the arts which reflect and nurture individual identities, affirm personal value, and foster belonging in the community. Arts and culture are foundational to quality of life and vibrant and resilient communities. Arts and culture have the power

to enhance inclusion, engagement, and diversity, and contribute to positive outcomes across civic life. The right to participate freely in the cultural life of the community is recognized as a basic human right.

The Division and Commission's definition of diversity includes all ways in which people differ, including but not limited to, race, ethnicity, gender, socioeconomic status, education, age, gender identity, gender expression, sexual orientation, ability, geography, citizenship status, religion, language, physical appearance, and the intersection of these various identities.

The City of West Hollywood's Arts Division and Arts and Cultural Affairs Commission adopted the Cultural Equity Statement in 2021. Read the full statement here: <https://www.weho.org/community/arts-and-culture/cultural-equity-statement>

D. ELIGIBILITY

Ideal candidates are art consultants with experience in working with moving image artists, large-scale digital screens, and a track record of successful exhibitions of moving image artwork. Qualified applicants that meet the minimum qualifications, as specified below, are invited to apply:

- At least two (2) years of experience in digital art project management, curation, and presentation of large-scale digital screen exhibitions.
- Ability to meet the City insurance requirements (see Section H. Insurance).
- Ability to review the exhibitions in situ, make in-person presentations, and attend in-person meetings as assigned.

E. DEADLINE

Applications must be submitted by **5:00 PM PT on Wednesday, April 9, 2025**. Incomplete submissions will be disqualified. Submissions received after the deadline will be considered in the next annual review in April 2026.

F. SCHEDULE

The following dates represent the City's best estimate of the schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Questions about the RFQ can be emailed to rehemann@weho.org.

March 10, 2025	RFQ Released
March 21, 2025	Deadline for questions about the RFQ
March 25, 2025	Responses to the questions will be posted on the website, go.weho.org/mima
April 9, 2025	Deadline for applications
April 24, 2025	Art on the Outside Subcommittee meeting to review applications and make recommendations
April 24, 2025	Arts and Cultural Affairs Commission meeting to review applications and consider recommendations
April 30, 2025	All applicants notified

G. APPLICATION REQUIREMENTS

Consultants may only submit one application for consideration. Consultants must submit their complete application package through the following online application: <https://form.jotform.com/250565239490966>

Consultants should read all the information listed clearly. Incomplete applications will not be considered. The application package will require the following information.

1. Consultant Identification

- a. Provide the name of the individual or firm, the individual or firm's principal place of business, website, business social media accounts (if any), name of the primary contact person, title, email, and phone number.
- b. Provide the names of principal(s) that will perform the services and their resumes. Include previous projects, experience, education, credentials, etc. (4-page maximum, per principal)

2. Letter of Interest

Submit a letter of interest outlining relevant experience completed within the past five years that best represents the anticipated services listed in the RFQ. Describe your knowledge of technical aspects of moving image presentation on large-scale digital screens, editing, post-production, reformatting of artworks to fit custom aspect ratios, and titling.

3. References / Related Project Information

Present at least three (3) digital screen projects completed within the past five years and that best represent your experience. Include an image of the project,

project name, dimensions, medium, location, brief description of project, client name/organization and contact person together with title, telephone number, and email. Provide hyperlinks with a video file if available.

4. **Rate Sheet:** A quote to provide services for three (3) exhibitions a year for one billboard and rate sheet with an hourly rate.

H. INSURANCE REQUIREMENTS

Consultants invited to perform work for the City of West Hollywood must provide evidence of the following insurances prior to the execution of an agreement. Consultants will be required to maintain these insurance policies for the duration of a contract period. No work shall begin until evidence of these financial guarantees is delivered as directed. For reference, a copy of the City's standard contract template can be found as ATTACHMENT B. Exhibit A will be modified when a contract is awarded. Consultants are expected to provide the required insurance documents ASAP after the award of the contract. Insurance documents are required for the contract execution.

1. **General Liability Coverage:** The Consultant shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$2,000,000) per occurrence for bodily injury, and property damage. Consultants must also name the City of West Hollywood as additionally insured and provide a Waiver of Subrogation, according to the terms of the agreement.
2. **Automobile Liability Coverage:** The Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed, 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. **This provision shall not apply if the Consultant does not own an automobile.**
3. **Workers Compensation:** The Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. **This provision shall not apply if the Consultant does not have employees performing the work.**

I. SELECTION PROCESS

All applications will be evaluated on the completeness, organization, and quality of the content. Only those applications that provide complete information before the deadline will be considered for evaluation.

City of West Hollywood Arts Division staff will review submissions to ensure that applicants meet the minimum qualifications. Qualified candidates will be presented to the Art on the Outside Subcommittee of the Arts and Cultural Affairs Commission for consideration. The Subcommittee will convene at a regularly scheduled meeting to review submissions and make a recommendation to the Arts and Cultural Affairs Commission.

The City will use the following criteria in its evaluation of applications submitted:

- Excellent written communication and organization skills as demonstrated in the application and letter of interest
- Proven experience in working with artists and large-scale digital screens and a track record of successful exhibitions
- Proven knowledge of technical aspects of moving image presentation on digital billboards to include editing, post-production, reformatting of artworks to fit custom aspect ratios, and titling
- Ability or commitment to obtain the insurances to meet minimum City requirements for the duration of the contract.

Each of the evaluation criteria listed above is critical. They are not of equal weight for evaluation and are not listed in order of priority. It is the City's intention that within one week following the application deadline, notification will be given to each of the applicants as to the status of their application.

J. BACKGROUND

City of West Hollywood

The City of West Hollywood is like no other city in the world. In 1984, the idea for the City of West Hollywood was proposed by an unlikely coalition of LGBTQ+ activists, seniors, and renters. These groups came together to advocate for cityhood. The City of West Hollywood was incorporated as an independent city on November 29, 1984. Prior to this, it had existed as an unincorporated area within Los Angeles County. Notably, the inaugural West Hollywood City Council made history as the first City in the nation to have a majority openly gay governing body.

West Hollywood, informally known as "The Creative City," is in the heart of metropolitan Los Angeles. At 1.9 square miles, the city is a robust economic and cultural center infused with idealism and creativity. West Hollywood shares boundaries with the cities of Beverly Hills and Los Angeles. More than 40 percent of West Hollywood's residents identify as LGBTQ. The City is also home to a thriving community of Russian-speaking immigrants from regions of the former Soviet Union.

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

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

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

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

Art on the Outside Program

The Art on the Outside Subcommittee of the Arts and Cultural Affairs Commission oversees the temporary art installations in the public realm. The Subcommittee takes the lead in developing and evaluating exhibition concepts and art proposals for the City's Art on the Outside Program, Mural Program, and Moving Image Media Art Program. The Subcommittee determines the methodology and process by which to attract artists and art consultants, reviews requests for proposals, and interviews applicants as appropriate. Temporary art projects submitted to the city are reviewed by the Subcommittee using the Art on the Outside Review and Evaluation Criteria. Funding for projects in the Art on the Outside Program comes from the City's Public Beautification + Art Fund. Funding for projects in the Moving Image Media Art Program comes from the billboard's revenues. More information here: weho.org/arts

Arts and Cultural Affairs Commission

Through its Arts and Cultural Affairs Commission, the City of West Hollywood encourages broad participation in the arts by residents and visitors. The mission of the Commission is

to promote and nurture the arts and cultural life of the City of West Hollywood by providing accessible arts and cultural programming for all residents; supporting quality arts and cultural organizations in the City; promoting arts and cultural activities; advising City Council on policies affecting the arts and cultural life of the City, its residents, and the organizations that provide such services to the City.

The workplan for the Commission is guided by *WeHo Arts: The Plan*, a community-based cultural plan for the City of West Hollywood. The document is the result of an iterative 18-month process that included contributions from over 1,700 individuals. *The Plan*, structured by its 5 principles and 20 recommendations, provides a framework to organize, develop, and sustain the work of the City of West Hollywood's arts and culture programs. *The Plan* was approved by the West Hollywood City Council on August 21, 2017.

K. ATTACHMENTS

ATTACHMENT A – Map of anticipated billboard locations

ATTACHMENT B – Contract template

L. ADDITIONAL INFORMATION

For all questions related to this opportunity contact Rebecca Ehemann, Arts Manager, 323-848-6846, rehemann@weho.org. The deadline for submitting questions is Friday, March 21, 2025. All responses to questions will be posted online at go.weho.org/mima.

- Placement on the Prequalified List does not constitute an offer to contract and does not guarantee any minimum amount of business.
- The City reserves the right to reject any and all applications when such rejection is in the best interest of the City, or the application contains irregularities. Minor irregularities of the application may be waived by the city. The City also reserves the right to cancel this RFQ at any time and/or to solicit and re-advertise for other applications. The cost of preparing any responses to the RFQ shall be borne by the respondents and shall not be reimbursed by the City. At the sole judgment of the city, applications are subject to disqualifications based on a conflict of interest. Applicants are required to identify if they have a conflict of interest.
- Applicants who are selected to enter a contract with the City of West Hollywood will be required to accept the City's terms and conditions, and insurance requirements outlined in the attached basic agreement.
- Consultant compensation will vary based on the overall project budget and scope of work for each project.

Sunset Arts and Advertising Billboard Project Locations - February 2025

Project List

- 1 8497 Sunset Blvd
- 2 8501 Sunset Blvd
- 3 8590 Sunset Blvd
- 4 8730 Sunset Blvd
- 5 8743 Sunset Blvd
- 6 8752 Sunset Blvd
- 7 8901 Sunset Blvd
- 8 9009 Sunset Blvd
- 9 9015 Sunset Blvd
- 10 9157 Sunset Blvd
- 11 9165 Sunset Blvd
- 12 8222 Sunset Blvd
- 13 8250 Sunset Blvd
- 14 8300 Sunset Blvd
- 15 8301 Sunset Blvd
- 16 8371 Sunset Blvd
- 17 8410 Sunset Blvd
- 18 8433 Sunset Blvd
- 19 8439 Sunset Blvd
- 20 8440 Sunset Blvd
- 21 8495 Sunset Blvd
- 22 8760 Sunset Blvd
- 23 8801 Sunset Blvd
- 24 8873 Sunset Blvd
- 25 8906 Sunset Blvd
- 26 8919 Sunset Blvd
- 27 9039 Sunset Blvd
- 28 9101 Sunset Blvd
- 29 9121 Sunset Blvd
- 30 9200 Sunset Blvd
- 31 9229 Sunset Blvd



**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

ATTACHMENT B

This Agreement is made on this ___th day of _____, 20___, at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services related to (INSERT BRIEF DESCRIPTION OF SERVICES) as detailed below;
- B. The CITY conducted an RFP issued in _____, 20___, and selected CONTRACTOR as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20___ unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
- 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, _____, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, _____, shall be in charge of the project on all matters relating to this Agreement and

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

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment

rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

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

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

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

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

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

- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR’s behalf upon the CONTRACTOR’s failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor

relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may

provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **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: CONTRACTOR NAME

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director Name, (INSERT TITLE)

David A. Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

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

Scope of Services:

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

Time of Performance:

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

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

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

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

The purpose of this Code of Ethics (“Code of Ethics”) is to define the ethical standards for CONTRACTORS providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY’s goals of providing professional services to the public. All CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY’s Code of Ethics.

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

1.1 CONTRACTOR will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONTRACTOR will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONTRACTOR or any third party, without the CITY’s express written permission.

1.6 CONTRACTOR will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONTRACTOR believe may influence the judgment or objectivity of CONTRACTOR.

1.7 CONTRACTOR will offer to withdraw from a consulting assignment when CONTRACTOR believes the objectivity or integrity of the CONTRACTOR may be impaired.

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

2.1 CONTRACTOR will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2 CONTRACTOR will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclosure in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONTRACTORS shall be committed to the public and the profession.

Rules:

3.1 CONTRACTOR will report to the CITY Manager any violation of this Code of Ethics, dangerous behavior, or illegal activities witnessed by the CONTRACTOR during the performance of the services for the CITY.

3.2 CONTRACTOR will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.

3.3 CONTRACTOR will represent the profession with integrity and professionalism in relations with clients, colleagues, and the general public.

3.4 CONTRACTOR will not advertise services in a deceptive manner or misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.

3.5 CONTRACTOR will promote adherence to the Code of Ethics by other member CONTRACTORs working on CONTRACTOR's behalf.

Approved by City Council Minute Order on February 3, 2020

EXHIBIT F

CALIFORNIA LEVINE ACT STATEMENT

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

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

Current West Hollywood City Councilmembers are listed at:

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

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

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

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

NO

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

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

NO

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

Date

Signature of authorized individual

Company/Applicant Name