



City of West Hollywood
California 1984

**ARTS
DIVISION**

@WEHOARTS

**REQUEST FOR
PROPOSALS**



City of West Hollywood's Juneteenth Celebration
Photo Credit: Jon Viscott

2026 BLACK HISTORY MONTH ARTS PROGRAMMING PRODUCER

DATE RELEASED: SEPTEMBER 17, 2025

DEADLINE TO APPLY: OCTOBER 27, 2025 (5:00PM, PT)

A. PURPOSE AND INVITATION TO SUBMIT PROPOSALS

The City of West Hollywood's Arts Division is seeking proposals from qualified event producers, performance arts organizations, or artists to present arts programming in February 2026 in celebration of Black History Month.

Ideal candidates for this opportunity will demonstrate a history of supporting Black artists and audiences. Proposed programs could include, but are not limited to, an event centered around music, dance, visual arts, cultural practices, art centered educational presentations, or participatory programs (workshops). Proposals will be evaluated based on all submission materials provided by the applicant.

Black History Month is a time to recognize, celebrate, and honor the rich, diverse, and enduring history, contributions, and achievements of the Black community. The City of West Hollywood has consistently supported Black History Month as part of its commitment to cultural diversity, equity, inclusion, and artistic expression. In addition to past programming—such as WeHo Reads and various co-sponsored community events—the City also established Juneteenth as an official holiday in 2020 and hosts an annual commemorative celebration each June. Through expanded programming that highlights Black culture and creativity, the City aims to foster greater connection, understanding, and celebration of the Black community's ongoing contributions to the civic, cultural, and artistic life of West Hollywood.

B. ELIGIBILITY

This is an open call to arts professionals based in the United States. BIPOC, women, LGBTQ+, and applicants based in the City of West Hollywood who have a history of supporting Black artists and audiences are especially encouraged to apply. The qualified candidate will have strong organizational skills and experience in presenting art projects to the community of similar budget and scope.

C. BUDGET

The all-inclusive project budget for this initiative is \$20,000, to include, but not limited to, artist fees, and insurance, administration, and production costs.

D. DEADLINE

Applications should be received no later than **5:00 PM PT on Monday, October 27, 2025.**

E. SCHEDULE

| | |
|--------------------|--|
| September 18, 2025 | RFP Released online at weho.org/rfp |
| October 27 | RFP Deadline, 5:00pm PT |
| November 6 | Vendor recommendation by the Performing Arts and Cultural Affairs Subcommittee |
| November 20 | Vendor selection approval by the Arts and Cultural Affairs Commission |
| November 24 | Notification to all applicants |
| November 2025 | Contract execution |
| February 2026 | Arts Programming presented in the City of West Hollywood |

The City has the right to change the schedule at any time.

F. APPLICATION REQUIREMENTS

Interested parties should apply through the following online application: [CLICK HERE](#)

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

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

1. Contact information

Name, company name (if applicable), address, and the primary email and telephone number. Include a website and social media handle if available.

2. Letter of Interest

The letter of interest should include an introduction, highlights of the applicant's relevant professional experience, why the applicant is interested in working with the City of West Hollywood on this specific project, and a brief description of the proposed event.

3. Resume (4-page maximum)

Resume or summary of the applicant's qualifications and relevant experience. 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 completed projects for each subcontractor listed. (4-page maximum, per subcontractor listed)

4. References

Submit information on three (3) comparable projects completed within the past ten years that best represent the applicant's experience, specifying the following information:

- a. Client name, location, year of completion
- b. Brief description of the project (images and links to video, if available)
- c. Project start date and end dates
- d. Client project manager name, telephone number and email.

G. SELECTION PROCESS

The city may use some or all 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:

- Applicant's qualifications and demonstrated experience and expertise with similar projects
- Overall merit of proposal and completeness of proposal
- References

The City may require additional information, and applicants agree to furnish such information. The City reserves the right, at its sole discretion, to award the contract to the applicant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and its sole opinion, to accept or reject any and all proposals.

H. INSURANCE AND CONTRACT REQUIREMENTS

During the term of the contract with the City, except as otherwise stated in this contract, the consultant shall procure and maintain insurance of the types and to the limits and requirements as specified in the City's standard contract. A copy of the City's standard contract template for contractors is attached to this call. Exhibit A in the contract will be modified when the contract is awarded to the selected consultant. The selected consultant is expected to provide the required insurance documents ASAP after the award of the contract. No work shall begin until evidence of insurance is delivered to the satisfaction of the City, as directed.

I. 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.

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

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

West Hollywood has set new standards for other municipalities, not only as a leader in many critical social movements – including HIV and AIDS advocacy; affordable and inclusionary housing; LGBTQ+ rights; civil, human, and women's rights; protection of our environment; and animal rights – but also in

fiscal responsibility; city planning, infrastructure; social services programs; wellness and recreation programs; older adult services and aging-in-place programs; public and community arts; community engagement; and innovation.

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

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

J. CITY OF WEST HOLLYWOOD – ARTS DIVISION

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

K. 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. We aspire to ensure cultural equity in all arts policies and practices, including equity for both artists and audiences. To read the entire statement visit <https://www.weho.org/community/arts-and-culture/cultural-equity-statement>.

L. QUESTIONS

For all questions related to this Request for Proposals please contact Joy Tribble, Arts Specialist, 323-848-6360 or jtribble@weho.org. **The deadline for applications is Monday, October 27, at 5:00pm PT.**

M. ATTACHMENT

ATTACHMENT A – Contract for services

N. 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 application contains irregularities. Minor irregularities of the application may be waived by the City. The City also reserves the right to cancel this call at any time and/or to solicit and re-advertise for other applications. The cost of preparing any responses to the call shall be borne by the respondents and shall not be reimbursed by the City.

At the sole judgement of the City, any application is subject to disqualification based on a conflict of interest. Applicants must identify in their application if they have a potential conflict of interest. The City may not contract with a consultant if the consultant, or an employee, officer or director of the applicant'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.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

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

RECITALS

- A. The CITY proposes to contract for services 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 CITY shall be compensated a percentage _____ of the revenue from the sales. CONTRACTOR shall notify CITY at the end of each fiscal year the total revenue received, and the percentage that CITY shall receive, and shall remit those funds to CITY in a timely manner.
- 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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 disclose 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 \$500 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 \$500 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 \$500 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