



Information Technology Strategic Plan Request for Proposal

Instructions

A copy of the RFP can be downloaded from the City's website at www.weho.org/rfp.

The RFP can also be downloaded by registering with the City's bid portal at this URL:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

DEADLINE FOR PROPOSAL SUBMISSION: 12 AM, August 12, 2019.

Proposals must:

1. Must be submitted electronically on the City's bid portal (<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>)
2. All submissions must have a cover sheet that states "Information Technology Strategic Plan" and identifies the firm.

All proposals shall include the following:

1. Executive Summary
2. Table of Contents
3. Vendor Information
4. Proposal
5. Team Qualifications and Resumes
6. Summary of Experience
7. Cost Proposal
8. References

The City reserves the right to reject any and all proposals and award the contract to the Contractor who best meets the requirements set forth in the Specifications.

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OVERVIEW

The City of West Hollywood (the City) is seeking proposals from qualified consultants for the following services:

- Development of an Information Technology Strategic Plan

The objective of this project is to develop and articulate a vision for the effective use of technology to support the work of the City of West Hollywood. The City is focused on the proposed IT Strategic Plan as the cornerstone of our efforts to improve the balance between demand for more and better technology, innovation, security, and available IT resources, capital, and operating funds.

The City reserves the right to accept or reject any or all Proposals, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and/or to waive any defects in the Proposals.

This RFP shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Vendor.

Vendor's personnel to be used for this project shall be knowledgeable in their areas of expertise. We reserve the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract.

GENERAL INFORMATION

The City Of West Hollywood

The City of West Hollywood is a mid-size city located in Los Angeles County. Incorporated in 1984, the City serves an area of approximately 1.9 square miles and a population of approximately 34,000 with approximately 25,000 residential units. The City's fiscal year begins July 1st and ends June 30th.

The City is a general-law city under California law which contracts for many of its major services, such as police and fire, as well as employing approximately 210 fulltime and 100 temporary and seasonal employees. The City operates under a Council/Manager form of government. The five members of the Council serve 4-year terms and are elected in staggered elections every 2 years.

The City has an annual operating budget of 100 million dollars. West Hollywood is a place that's proud to stand out. The progressive spirit and creativity of the people who live, work and play here have put West Hollywood at the leading edge of culture, entertainment and design. The City is home to the world-famous Sunset Strip and hosts the annual Halloween Carnaval in October, and the Christopher Street West Gay, Lesbian and Transgender Pride Parade and Festival in June, as well as dozens of visitor attractions that include a wide variety of restaurants and entertainment venues that cater to local residents, visitors and tourists.

Mission Statement:

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

For more information on the City's Mission Statement or our Primary Strategic Goals or Ongoing Strategic Programs, you can request a copy of the Vision 2020 Strategic Plan from the City Clerk's office by calling (323) 848-6400 or electronically by clicking West Hollywood Strategic Plan on City Services and Information pages of www.weho.org.

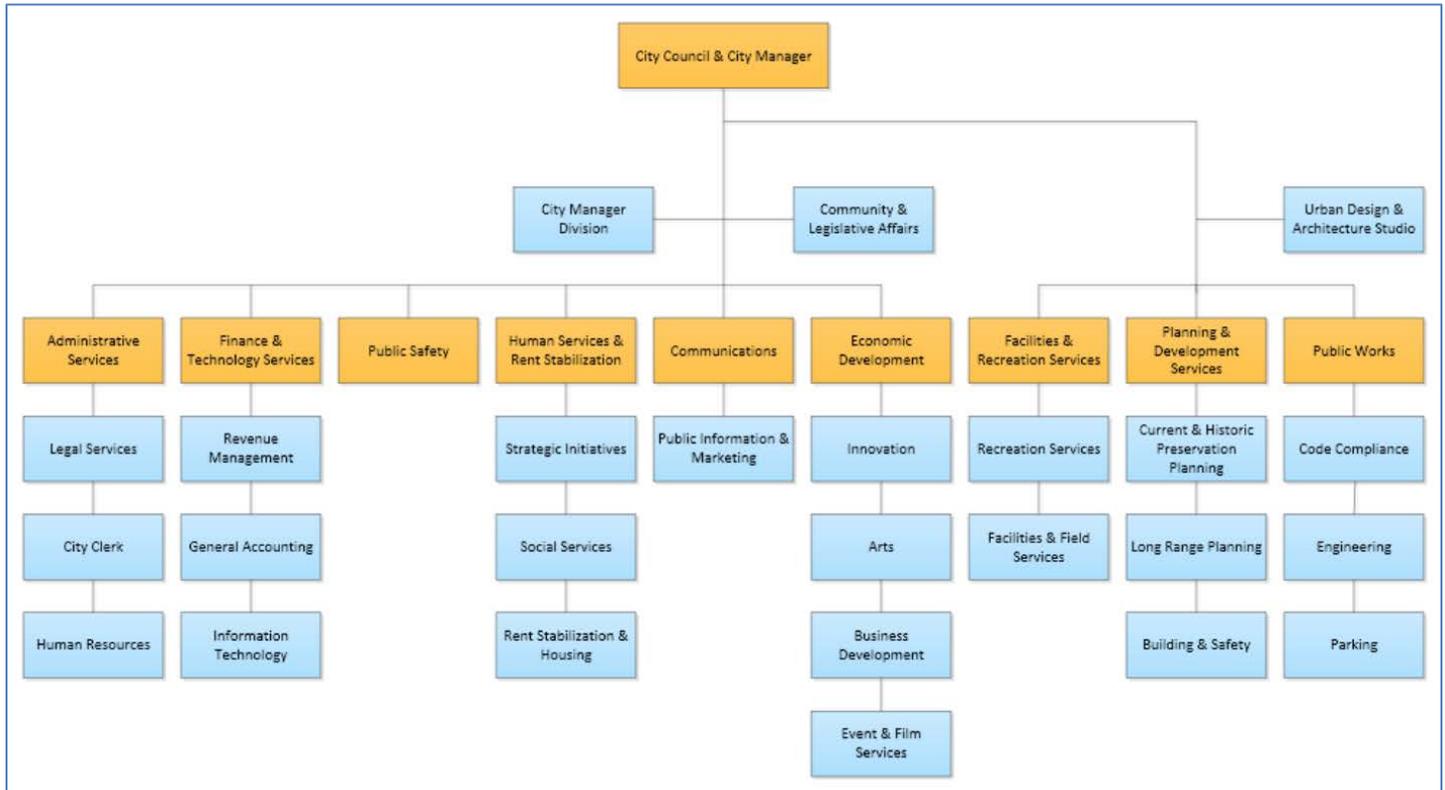
Organizational Structure

The City is organized into 10 departments and 25 divisions which can be seen in the organizational chart below:

- City Council & City Manager Department
 - City Manager
 - Community & Legislative Affairs
 - Urban Design & Architecture Studio
- Administrative Services Department
 - Legal Services
 - City Clerk
 - Human Resources
- Finance & Technology Services Department
 - Revenue Management
 - General Accounting
 - Information Technology
- Public Safety Department
- Human Services & Rent Stabilization Department
 - Strategic Initiatives
 - Social Services
 - Rent Stabilization & Housing
- Communications Department
 - Public Information & Marketing
- Economic Development Department
 - Innovation
 - Arts
 - Business Development
 - Event & Film Services
- Facilities & Recreation Services Department
 - Recreation Services
 - Facilities & Field Services
- Planning Development Services Department
 - Current & Historic Preservation Planning
 - Long Range Planning

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- Building & Safety
- Department of Public Works
 - Code Compliance
 - Engineering
 - Parking



Information Technology Division

The Information Technology Division (IT) is part of the Finance & Technology Services Department, under the direction of the Director of Finance and managed by the Information Technology Manager. IT has seven (7) staff members: Information Technology Manager, Administrative Specialist IV, Systems Engineer Supervisor, two (2) Systems Engineers, Applications Developer, and Information Technology System Analyst.

The Information Technology Division is responsible for supporting the organization's Information Technology needs, including telecommunications, software/hardware procurement, licensing and maintenance, network connectivity and security, enterprise storage, Intranet, GIS, enterprise application and information management systems and databases.

SCOPE OF WORK

Vendor's response shall demonstrate an understanding of the subject matter and describe an approach that will be taken to accomplish the services requested.

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The overall objective of this project is to develop and articulate a vision for the effective use of technology to support the work of the City of West Hollywood as well as assess and validate the role of IT as a strategic partner and technology enabler. Vendors shall document that vision, and the resources likely to be required to support it, as well as any related recommendations, in an Information Technology Strategic Plan that will set the direction for the City's use of technology for the next five years. The scope of the effort encompasses all City Departments.

At a minimum, the City anticipates the project may include the following activities; however, Vendors should propose the project plan and activities they feel will most effectively meet the objective.

Assessment of IT Systems, Structures, Policies and Processes

The selected consultant will conduct an assessment and provide preliminary recommendations to address immediate, short- and long-term vulnerabilities and needs. The consultant will then facilitate a process to review the recommendations and determine the future direction of IT at the City of West Hollywood.

The selected consultant will conduct an assessment including but not limited to the following topics:

- IT Infrastructure
 - All existing technical infrastructure and technology systems used throughout the city
 - Vulnerabilities in accessing the systems, including staff access rights
 - Risks of system failure
 - Cyber Security risks
 - Inoperability of existing legacy systems
 - Business continuity
 - Emergency Preparedness
 - Components that require an upgrade
 - Ability to adequately recover from a disaster
- Staffing resources, including positions, roles, skills, organization structure for IT, required to support information management and the IT strategy
- Current business processes, procedures, and forms used by staff as they access IT resources
- Needs & Opportunities
 - Current and projected technology needs driven by organizational changes
 - Potential for IT to be better integrated into programmatic work
 - Business needs of all departments in the City
 - The current and potential use of technology. For example, SharePoint primarily serves as a file repository, and the full capabilities of SharePoint are not maximized.
 - High-level analysis of enterprise architecture integration opportunities for key applications
- Other concerns or problem areas
- Direction and vision of IT

Tasks undertaken by the consultant may include but are not limited to the following:

- Read and understand the City's existing Strategic Plan and Wireless and Fiber infrastructure Strategic plans.
- Interview Executive Team, IT staff and other staff and stakeholders as needed
- Research, compare and provide examples of IT systems, structures, processes and strategies of organizations similar to the City
- Acquire information from City software\hardware\support vendors as needed

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- Review and validate information on infrastructure and systems from sources such as previously completed IT assessments and staff knowledge of IT systems.
- Review information in existing IT network diagrams
- Review policies, forms, and procedures
- Research costs of IT solutions
- Update City regularly on work progress

Following the conclusion of the assessment, City expects at minimum the following deliverables:

1. Inventory and analysis of City IT infrastructure and systems, including gaps and vulnerabilities,
2. Analysis of City IT structure and staffing, including gaps and vulnerabilities,
3. Analysis of City IT business process, including gaps, pain points the current and vulnerabilities,
4. Analysis of current IT strategy and IT role and recommendations on future IT strategy and IT role, and
5. Report of a prioritized set of recommendations for immediate, short- and long-term solutions. The report shall include but shall not be limited to:
 - a. Solutions for risks that require immediate mitigation
 - b. Solutions for any identified risks, gaps, pain points or vulnerabilities
 - c. Opportunities to serve unmet needs
 - d. Metrics for measuring IT performance

Each recommendation shall also include cost and time estimates.

The consultant will support the city in reviewing and validating the consultant's findings. The consultant will facilitate discussions with the Executive Team to agree upon key recommendations that will serve as the foundation for the 5-year IT strategic plan.

Following approval of the recommendations by City, the consultant will write a strategic plan to implement the recommendations.

5-Year IT Strategic Plan

The purpose of the 5-year IT strategic plan is to lay out the path to actualizing the IT strategy and vision across the agency and particularly in IT, given the resources identified in the assessment phase of the project. The consultant is expected to collaborate continuously with City staff in the development of the plan.

Tasks undertaken by the consultant may include but are not limited to the following:

- Incorporate decisions made about vision, strategy and other foundational elements into the plan
- Incorporate learning and information gathered during the assessment
- Research costs of IT solutions
- Update City regularly on work progress
- Present drafts of the strategic plan to City
- Revise strategic plan upon gathering feedback

The City expects that the 5-year IT strategic plan will cover topics such as, but not limited to:

- IT governance
- Replacement planning
- Service methodology

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- Updated policies and procedures (new policies and procedures if recommended)
- Organization-wide technology project prioritization evaluation and prioritization process and visual matrix.
- Metrix for IT performance
- IT structure and staffing appropriate for carrying out the strategy in relation to the size of the organization
- Internal and external resources required for implementation
- Present findings and recommendations to the City's Executive team and do a presentation at the City Council meeting.
- Revise findings and recommendations upon gathering feedback

The plan shall describe major phases of work, tasks, short- and long-term milestones, and associated timelines. The plan shall address the prioritization and sequencing of projects and activities. The plan shall provide cost estimates for projects and activities. The plan shall identify the staff anticipated to perform under this plan and their anticipated tasks/roles.

Implementation Support

The City may choose to have the selected consultant assist in the implementation of the IT Strategic Plan. This third phase is contingent upon the results of the assessment and IT Strategic Plan, and thus will be developed upon completion of the first two phases of work. The City has the right not to proceed with the implantation support phase with the selected consultant.

CONSULTANT QUALIFICATIONS AND CONDITIONS

1. A consulting company must have a minimum of five years' experience in developing IT Strategic Plans.
2. A consulting company must be 100% independent, defined as receiving no fees or commissions from any manufacturer, vendor or organization that could potentially be considered for the City as a qualified provider of hardware or Software.
3. A consulting company must have prior experience with similar projects in the public sector.
4. Proof of insurance is not required to be submitted with your proposal but will be required prior to the City's award of the contract.
5. Prior to the award of any work, the City and the selected contractor shall enter into the written contract which is attached hereto as Exhibit A – City Contract Template. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the contract. The City maintains various policies related to contractual service providers. Among these are an anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, vendors must indicate that they are prepared to comply with City ordinances and policies. As part of the contract or during contract negotiations, the City may request that the selected firm sign a statement affirming its compliance with these policies.
6. The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more firms are deemed equal, the City reserves the right to make the award to one of the two firms.
7. Proposer and/or the Contractor shall not be allowed to take advantage of any errors in or omissions from the Request for Proposals. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

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- Nothing contained in this Request for Proposals shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this RFP. Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing firm and with the express understanding that no claims against the City for reimbursement will be accepted.

RESPONSE INSTRUCTIONS

Proposers must submit the following required documents through the online portal by 12:00 AM on August 12, 2019 in order to be eligible for this RFP. All questions concerning this solicitation must be submitted online via the Q&A section of the bid management software. The official responses to questions or requests for interpretation to this solicitation will be posted on the Q&A section of the bid management software. The cut-off for the submission of questions or deviations shall be on July 29, 2019, before 9:00 AM. Any information resulting from questions that causes a material change in the solicitation will be posted on the Addenda & Emails section of the bid management system as an addendum.

All narrative sections should be single-spaced, 11 point font with 1” margins.

- Executive Summary** (1 page)
- Table of Contents**
- Vendor Information** (1 page)
- Proposal** – (6 pages maximum) Describe the proposed work plan and methodology to accomplish the activities and complete the deliverables within the proposed timeframe proposed. It is expected that the proposer will use its expertise and offer suggestions to the scope of work to identify the required processes and methods to perform each project.

If subcontractors are anticipated, describe what work will be subcontracted, experience with each potential subcontractor, and how the subcontracted work will be controlled and monitored to ensure that project goals are met.

- Team Qualifications and Resumes** – (4 pages maximum, not including resumes) Demonstrate staff and team qualifications by providing the following:
 - Description of how the organization has adequate staff qualifications to complete the deliverables of this RFP and ensure that project goals are met. Please include information about lead personnel and key supporting personnel.
 - List of all staff and subcontractors that will perform or is anticipated to perform work under this RFP and the anticipated task/role.
 - Resumes for key personnel and subcontractors performing work for the project (resumes must clearly explain relevant background and qualifications of key personnel and subcontractors).
- Summary of Experience** – (3 pages maximum, not including sample strategic plan) Describe two (2) relevant work experiences that specifically illustrate how proposer has been successful with previous projects of similar scope and scale.

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1. Sample IT Strategic plan form similar size and scope project.
7. **Cost Proposal** – (2 pages maximum) Provide a fixed fee cost proposal for the assessment phase and a fixed fee cost proposal for the IT Strategic Plan phase of work. Please do not propose a cost for the implementation support phase. Provide a cost breakdown for each of the proposed fixed fees and include an explanation of your proposed costs. Also provide the hourly rate per staff anticipated to perform work for this project, including any subcontractors. State each staff member's name, title, and rate.
8. **References** – Provide a list of three (3) current or former references for which the proposer has performed similar work. Include the name of the organization, name of a contact person, phone number, e-mail address if available, description of services provided, and date/dates of service. At least one (1) of the reference should be from a municipality or another government agency.

Failure to submit all required attachments will constitute an incomplete proposal and may be grounds for disqualification. Proposers are responsible for any errors omissions in their proposals and applications. Proposals received after this deadline **will not** be considered. It is the responsibility of the proposer to ensure, prior to submission, that its proposal reflects the requirements of this solicitation.

EVALUATION CRITERIA

The City specifically reserves the right to evaluate, in its absolute discretion, the total proposal of each vendor so as to select the services which best serve the needs of the City, thus ensuring that the best interest of the City will be served.

The following are the City of West Hollywood's criteria for selection of a finalist.

- Total cost for the services proposed.
- Vendor's demonstrated understanding of requirements and needs of the City based on submitted response.
- Past experience and track record in completing projects of similar scope and complexity for municipalities.
- Personnel assigned to the project and their experience with similar projects

EXHIBITS

Exhibit A – City Contract Template

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

RECITALS

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

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

6. TERMINATION.

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

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

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

8. **INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

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

Scope of Services:

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

Time of Performance:

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

Special Payment Terms:

NONE

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

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

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____