

City of West Hollywood

Request for Proposals

Realtime Closed Caption Encoding



March 28, 2017

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1. INTRODUCTION

1.1. Introduction

The City of West Hollywood, hereinafter referred to as “City,” is seeking proposals from qualified firms to provide realtime closed caption encoding services for broadcast on the City’s Public Education and Government (PEG) television stations. The required services and preferred features are described in the scope of Professional Services (Section 2).

1.2. Background

The City of West Hollywood is a Council-Manager type municipality with five Council members elected at large to four-year terms on a staggered basis. Law enforcement is contracted with the Los Angeles County Sheriff’s Department and Fire protection is contracted through the Los Angeles County and Consolidated Fire Protection District.

With a population of approximately 35,000 and approximately 25,000 residential units in a land area of only 1.9 square miles, West Hollywood is a dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. West Hollywood is home to a large immigrant Russian population, as well as one of the nation’s best-known LGBT communities.

The City is home to the world famous Sunset Strip. It hosts a Halloween Carnival in October and the Christopher Street West LGBT Pride Festival and Parade in June. The City also hosts dozens of visitor attractions that include a wide variety of restaurants and entertainment venues that cater to local residents, visitors, and tourists.

1.3. Mission Statement and Core Values

In Autumn 2001, Council asked the City Manager and staff to develop a strategic plan, VISION 2020. Through ongoing meetings with all elements of the community, a new Mission Statement and Core Values were developed and five Primary Goals defined, based on what emerged as the most important issues facing the City.

Mission Statement

As a premiere 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.

Core Values

- Respect and Support for People

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

- Responsiveness to the Public

We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

- Idealism, Creativity and Innovation

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible.

- Quality of Residential Life

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

- Promote Economic Development

We recognize that economic development is essential to maintaining quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish, and seek mutually beneficial relationships with the business community.

- Public Safety

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

- Responsibility for the Environment

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban

setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

1.4. Primary Goals and Ongoing Strategic Programs

- Maintain the City's Unique Urban Balance with Emphasis on Residential Neighborhood Livability — Recognize diverse and competing interests, and work to find balance.
- Develop Parking Opportunities — Explore the creation of off-street parking opportunities near all business districts.
- Affordable Housing — Protect and enhance affordable housing opportunities, with emphasis on Rent Stabilization laws.
- Fiscal Sustainability — Monitor, protect and increase City resources.
- Move forward on City Parks and Library and Expand and Enhance City's Green and Public Spaces — Complete the Park(s) Master Plan process and Library Project, and create and encourage more public spaces wherever feasible.

An additional list of Ongoing Strategic Programs — programs that the City had already established as being vital to the diversity and nature of the community was also re-defined and maintained.

- Promote Economic Development while Maintaining Business Vitality & Diversity — Recognize the strength of our diverse business base.
- Upgrade Existing Buildings Infrastructure — Recognize the need to shore up aging housing and other private improvements, as well as invest in City's aging infrastructure.
- Transportation System Improvement — Work to improve vehicular and pedestrian traffic.
- Eastside Revitalization — Through a collaborative effort between the City, a 15-member Eastside Working Group, and the community, an Eastside Community Plan is being developed to improve the physical, social, and economic character of the Eastside of West Hollywood.
- Adaptability to Future Change — Through strategic planning, anticipate and plan for the future to ensure that we are providing relevant programs and policies.
- Institutional Integrity — Maintain and enhance government integrity in all City operations.
- Community Education — Encourage civic engagement.
- Actively Participate in Regional Issues — Effectively work and partner with our neighboring governmental agencies.
- Support People through Social Services — Continue and expand social services programs as appropriate to needs and changing demographics
- Value and encourage the broad diversity of cultures — ethnicity, age, and sexual orientation — that uniquely defines the West Hollywood community.

- Collaborative Public Safety — Promote traditional and non-traditional approaches to public safety; recognizing diversity and community involvement.
- Enhance Technology and Access for the City and its Citizens — Recognize the need to maintain City’s technology infrastructure and expand access of resources to our citizens.
- Enhance and Expand Disability Access throughout the City — Encourage greater awareness and implementation of access regulations.

2. SCOPE OF PROFESSIONAL SERVICES

Since 2004, it has been the City of West Hollywood’s practice to provide realtime closed captioning during all live broadcasts of City meetings, live special events and select live programming. Realtime captioning not only allows the City to remain compliant with the Americans with Disabilities Act, it also provides quality of service to the City’s residents with disabilities. The City’s realtime captioning service needs have increased every year, and in the last year there were 74 captioned shows, totaling 238 hours of real-time captioned programming.

The City wishes to continue this tradition and is seeking proposals from qualified firms that can provide high quality, realtime closed captioning services utilizing off-site, dial-up encoding methods. Requirements are as follows:

Equipment and Personnel

- Equipment connections are made via telephone dial-up
 - City maintains Link Electronics HDE3000 HD Encoder with telephone modem connection via analog (POTS) phone line
 - City maintains audio “listen line” via analog (POTS) phone line
- Vendor must provide all caption origination equipment, software, and dial-up systems
- Vendor must provide on-call technician during all sessions
- Vendor must establish a good connection, and complete test at least 15 minutes prior to each broadcast
- City meetings and events are open-ended ,and can last several hours
 - Vendor must provide sufficient real-time captioners to cover meetings lasting up to 7 hours in length
 - Vendor must be able to provide real-time captioners past 12:00 a.m. PT

Quality of Service

- Captioners must be able to capture normal conversation with 98% accuracy or better

- Breaks to rotate or switch active captioners must be less than 2 minutes in length
- Complete transcripts of all broadcasts will be delivered in 24 hours
- Vendor will create a list or dictionary with correct spelling of names and terms routinely used at City meetings and events

Scheduling and billing

- City will provide a contact for scheduling.
- Schedules are created monthly
 - Additions and deletions are scheduled as soon as possible
- City will provide emergency contact for technical problems and scheduling issues
- Billing should be monthly, by invoice
 - All invoices must be itemized by event
 - Billing times will be in 15 minute increments

3. INSTRUCTIONS

3.1. Purpose

The purpose of this Request for Proposals (RFP) is to provide interested firms with sufficient information to submit a proposal.

3.2. Proposal Submission

- By submitting a proposal, the Vendor affirms, whether as an independent contractor or as an individual within a company, that the Vendor is familiar with all the terms and conditions of this RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment and facilities called for in this RFP. Additionally, the Vendor affirms that the proposal has been checked for errors and omissions and that all information provided is correct and complete.
- All proposals shall be signed by the lead independent contractor or primary officer (President, Chief Executive Officer, Principal, etc.) or an individual authorized to act on behalf of the Company, with current Power of Attorney if applicable. The name and mailing address of the firm making the proposal must be provided.
- Proposals shall be submitted by mail in a sealed envelope or electronically through [PlanetBids](#).

3.3. Disclosure of Contents of Proposals

All proposals accepted by the City of West Hollywood shall become the exclusive property of the City. **Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the Contractor as business or trade secrets and plainly marked as “Trade Secret”, “Confidential” or “Proprietary”.** Each element of proposals which the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

3.4. Proposal Due Date

Proposals will be accepted up to the hour of 4 PM on Thursday, April 13, 2017.

Proposals not submitted through [PlanetBids](#) must be addressed as follows:

City Clerk
Proposal: Closed Captioning Services for WeHoTV
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069

3.5. Schedule of Events

This RFP has been developed in order to provide adequate information for potential professionals to prepare qualifications and to permit the City to fully consider the various factors that will affect its decision. The tentative schedule for release, submittal, evaluation and selection is:

Request for Proposal Release:	03/28/2017
Final Date for Submitting Questions	04/13/2017
Final Date for Submitting Proposal	04/17/2017
Proposal Evaluation by City	04/24-04/27/2017
Contract Begins	07/01/2017

3.6. Questions and Inquiries Related to RFP

In order to avoid any potential confusion, and to minimize burden on City staff, the City is requiring that all procedural questions relating to this RFP be directed to:

Kent Egenberger
WeHoTV Supervisor
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Phone: (323) 848-6388
wehotv@weho.org

Specific questions relating to the content of this RFP should be submitted on or before 4:00 p.m., Thursday, April 13, 2017.

Any vendors found to be soliciting other members of City staff, or City Council members during this RFP process may be disqualified.

3.7. Common Questions and Answers

Q: *Is there a pre-bid conference?*

A: No. Questions about the RFP should be submitted prior to Thursday, April 13, 2017, as detailed above.

Q: *Will the City grant an extension for submission of proposals?*

A: Unfortunately, extensions cannot be granted.

Q: *Is the RFP available as a Word document?*

A: The RFP is available electronically only as a PDF document.

3.8. Vendor Proposal Format

Please note: All inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Vendor will become the property of the City when received and are subject to public records requests.

To assist in the evaluation of the submitted proposals to this RFP, submissions must conform to the following format:

- Letter of Interest and Executive Summary, including a description of the Applicant's firm, and qualifications and experience relevant to the Scope of Work for this RFP.

- A brief history of background and experience, including whether Firm operates as an independent contractor or operates as a company (including size, length of time in business, and other related information).
- Complete fields Section 5.
- Vendors are to identify any sub-contractors used, and all resources which are to be provided by City.
- Standard hourly fees and/or any related fees, including materials, transportation or any other costs associated with the services associated with this RFP.
- List of major clients with hyperlinks.
- Detail and discuss any exceptions to this RFP.
- A sample contract, based on the City contract boilerplate (included), with any changes or additions noted. Please note that the response to this RFP will be included as an exhibit of the contract.

3.9. Evaluation Factors

No single criteria, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City staff and will include both objective and subjective analysis. Specific evaluation criteria will include the following:

- Information contained in the proposal.
- Experience and references of the vendor.
- Competitive pricing.
- The quality of the services offered.
- The capacity of the vendor to perform the contract or provide the service promptly, within the time specified, and without delay or interference.

Vendors' proposals will be evaluated against the specifications as presented in the RFP. A vendor may or may not be eliminated from consideration for failure to completely comply with one or more of the requirements depending on the critical nature of the requirements.

3.10. Selection Criteria

Selection of Applicants will be based on the following factors:

- 15% The Applicant demonstrates familiarity with West Hollywood’s community, population, and geography;
- 25% Experience with similar types of projects;
- 45% The Applicant’s proposal demonstrates a sophisticated professional capability that is consistent with the high standards of the City’s approach to branding and identity; and
- 15% References.

The City may also contact and evaluate the Applicant and sub-contractor’s references; contact any Applicant to clarify any response; contact any current users of an Applicant’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any information deemed pertinent to the evaluation process.

The award of the contract will be based on a combination of all of the above factors. The City reserves the right to reject all applications.

4. CONDITIONS

4.1. Firm Prices

Prices quoted by Vendor shall be firm prices and not subject to increase during the term of any contractual agreement arising between the City and Vendor as a result of said RFP. Vendor's quoted prices **must** include any applicable federal or state tax.

4.2. Right to Purchase From Any Source

The City reserves the right to purchase from any source or sources, in part or in whole, any desired products or services relating to proposals.

4.3. Right to Reject Any or All Proposals

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposals deemed to be in the best interest of the City. Where two or more vendors are deemed equal, the City reserves the right to make the award to one of the two Vendors.

4.4. Contracts

It is recognized that the formal basis of any agreement between vendor and City is a contract rather than submission of proposal. In submitting proposals, vendors must include a sample contract based on the City's boilerplate containing all the information submitted in their proposal as attachments. The proposal will become part of the contract between the City and the successful Vendor. Sample contract is included in the RFP.

4.5. *Service Date*

Vendors will specify in their proposal that the beginning date of service of July 1, 2017 is acceptable.

4.6. *Rights to Submitted Materials*

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Vendor will become the property of the City when received and are subject to public records requests.

4.7. *Insurance Requirements*

For the duration of the contract Vendor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to City. The cost of such insurance shall be borne by the Vendor. Specific insurance provisions will be delineated in the contract between Vendor and City.

4.8. *Non-Discrimination*

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of proposal, the City may request that the selected firm sign a statement affirming their compliance with this policy.

5. SAMPLE OF CITY STANDARD CONTRACT

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this 1st day of July 2017, 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 Corporation, 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 _____, 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 \$###0 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 thirty (30) 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, (City Staff Person) 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, S. Jones 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 and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. 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 but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

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.

8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

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, CONSULTANT 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, POLICIES, 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. **Media Relations Policies and Protocols.** The CONTRACTOR represents and warrants to the CITY that it has reviewed and accepts the CITY's media relations policies and protocols and CONTRACTOR agrees to adhere to its provisions. The CONTRACTOR represents and warrants to the CITY that it has reviewed and accepts the CITY's branding guidelines for proper logo useage and placement.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available

to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
14. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
16. **OWNERSHIP OF DESIGNS AND DESIGN FILES.** It is understood and agreed that the CITY shall own all designs and design source files and other design 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.
17. **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.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

18. **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 Boulevard
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR: XYZ Corporation
1500 Main Street
City, CA 90000

Attention: _____

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

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 XX day of Xxxxx, 2017.

CONTRACTOR: XYZ Corporation

J. Smith, President

CITY OF WEST HOLLYWOOD:

Kent Egenberger, WeHoTV Supervisor

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit B

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

TO: City of West Hollywood

SUBJECT: 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 _____