

City of West Hollywood

[Request for Qualifications]

[Archivist]

[The City of West Hollywood is seeking a qualified archivist to assist with establishing protocols and policies in order to create, maintain and sustain a West Hollywood Archive.]



Deadline:
March 15,
2018 at
2 p.m.



Section 1. PURPOSE AND INVITATION TO PROVIDE QUALIFICATIONS

The City of West Hollywood is seeking a qualified archivist to assist with establishing protocols and policies in order to create, maintain and sustain a West Hollywood Archive.

The purpose of this Request for Qualifications (RFQ) is to provide the City with a qualified consultant who has the experience and capability to perform the tasks described in the Scope of Work. The successful candidate will possess a proven record and have demonstrated abilities in archive development and management.

The term of the proposed contract is expected to begin in April/May 2018.

The selected Consultant will work in conjunction with City staff to identify and establish protocols for appropriately processing and storing materials for a city archive; draft recommended policies and procedures for the archive; and identify and provide recommendations on housing and storage options for the proposed archive.

Section 2. BACKGROUND

City of West Hollywood

The City of West Hollywood, known as the “Creative City,” was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south. West Hollywood is home to approximately 35,000 residents and over 3,500 businesses. Approximately 40% of the City’s residents are gay or lesbian, 10% are Russian-speaking immigrants, and close to 20% are older adults.

West Hollywood Library

The West Hollywood Library is a 32,000 square foot LEED certified building that opened on October 1, 2011 and was built by the City of West Hollywood as part of the City’s 25th Anniversary Capital Project.

The West Hollywood Library was designed to showcase the City’s rich intellectual, literary and cultural diversity and provide a landmark facility for the community’s passionate commitment to lifelong learning. The Library includes materials that spotlight West Hollywood’s vibrant diversity and features an LGBT area; International Languages Collection; Decorative Arts and Design area; and a collection of large-print materials for older adults and people who are visually-impaired.

The West Hollywood Library building also contains the West Hollywood Room which was designed to feature archival materials showcasing the City’s history

including the original documents related to the creation of the City of West Hollywood.

The West Hollywood Room and its contents have never been properly catalogued, and the room itself was not designed in a way to best preserve archival materials, having environmental issues of wooden cupboards off-gassing potentially damaging chemicals and issues with lighting.

Therefore, the City is seeking to find another suitable location for housing the Archive, as well as developing the protocols and policies to maintain and collect appropriate materials.

Section 3. QUALIFICATIONS

The ideal candidate will have a broad knowledge of best practices regarding archives and preservation, and experience in archive management, collection, maintenance and conservation. Experience with municipal archives is a plus, but not required.

A Bachelor's or Graduate Degree from an accredited college or university in archival studies, library and information science, records and archive management, or a related field is desirable, as is certification through the Academy of Certified Archivists.

A valid driver's license and ability to travel around the City of West Hollywood is required. The City will not provide a vehicle.

Section 4. REQUIREMENTS

The following insurances are required in order to provide services in the City of West Hollywood include:

1. General Liability Coverage: The Consultant 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.
2. Automobile Liability Coverage: The Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed 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.
3. Workers Compensation: The Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its

employees in accordance with the laws of the State of California. This provision shall not apply if the Consultant has no employees performing work under this Agreement.

Please see Attachment B for the full list of insurance and other requirements required to provide services in the City of West Hollywood. The selected Consultant will be required to sign a contract prior to beginning work.

Section 5. SCOPE OF WORK

The selected individual will work directly with the Arts Manager to assist with the siting, management, maintenance, research and development of policies around the City Archives. Activities will include:

- Identify potential sites for housing the archive, including recommendations for needed environmental conditioning upgrades, appropriate furnishing and fixtures for storage needs, and provide preliminary pricing scenarios for such recommendations;
- Recommend interim, alternative storage solutions pending available space upgrades;
- And/or identify other institutions that could become custodians or partners to assist in caring for the physical material, and provide summary with analysis/recommendations for each.
- Process and potentially re-house approximately 27.5 linear feet of archival material.
- Address immediate preservation concerns listed in Attachment A.
- Create detailed inventories and finding aids for better tracking of and accessibility to collections. Make recommendations as to how the archive should be catalogued in order to be searchable by the public, and provide pricing quotes for each recommendation.
- Draft policies for the collection and retention of materials, including:
 - Collection Development Policy to decide specific topics that should be collected and retained in the archives.
 - Donor agreement/Deed of gift to have documentation of where materials are coming from, ascribing of rights to the City, ownership of materials, and a proof of chain of custody.
- Draft guidelines or policies regarding what type of access can be provided to researchers and how the materials will be made accessible.

- Provide the City with clear suggestions on where and how to best store the physical and digital materials in the City's archives, as well as make suggestions or implement an access portal for materials.

Some possible additional activities:

- Identify and provide a list of items that could be included in potential exhibits from the materials in the archive and/or curate an exhibition for display at the West Hollywood Library.

Section 6. SUBMITTAL REQUIREMENTS

To apply submit the following information using the City's online portal found at:

<http://www.weho.org/city-hall/city-departments/public-works/bids>

or

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

It is anticipated the consultant will begin work as soon as possible. Deadline to apply: Thursday, March 15, 2018 at 2:00pm.

All submittals shall include the following information, organized in one pdf document. The information should be concise and to the point.

1. Consultant Identification and Rate of Pay:
Provide the name of the individual, address, phone number, email, and website (if applicable). Also provide the desired per hour rate of pay requested by the applicant.
2. Letter of Interest:
Submit a letter of interest outlining relevant experience completed within the past three to five years that best represents the anticipated services listed in this RFQ.
3. References:
Submit three references to include client name and contact person together with title, organization, address and telephone number(s), email and website, and include specific project information associated with the listed reference. References will only be contacted if the candidate meets qualifications to continue on to the next round.

Section 7. SELECTION PROCESS

Criteria used in evaluating submittals will be:

- Previous experience in working with municipalities or non-profit organizations to manage an archive.
- Proven project management skills.
- Evidence of ability to work collaboratively with others.
- Ability or commitment to obtain the insurances to meet minimum City requirements for the duration of the contract.
- Proven organization skills; excellent oral and written communication skills; advance knowledge of MS Word, PowerPoint and Excel; and ability to utilize computer-based research tools.

Each of the evaluation criteria listed above is considered to be critical. They are not of equal weight for evaluation and are not listed in order of priority.

It is the City's intention that within two to five weeks following receipt of the submittals, notification will be given to each respondent as to the status of their application. Following review of the submittals, the City may elect to interview some or all of the respondents.

Section 8. SUBMISSION DEADLINE

All submissions must be received by the City of West Hollywood online at <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761> no later than **Thursday, March 15, 2018 at 2:00 pm PST** in order to be considered.

Please forward any questions about the Request for Qualifications by email to acampbell@weho.org Andrew Campbell, Arts Manager by February 20, 2018 at 5 p.m. Responses to questions will be posted at the end of the question period on the City's online portal at <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

Section 9. GENERAL TERMS AND CONDITIONS

Cancellation

The City of West Hollywood reserves the right to modify, amend, revise or cancel this RFQ at any time and/or to solicit and re-advertise for other submissions. Receipt and evaluation of RFQ submissions does not obligate the City to award a contract.

Acceptance or Rejection of Qualifications

The City reserves the right to reject any and all submissions when such rejection is in the best interest of the City or the submission contains major irregularities. Minor irregularities of the qualifications may be waived by the City. Any submissions received prior to the date and time specified for receipt of submissions may be withdrawn or modified by written request of the submitter.

To be considered, however, the modified RFQ must be received by the time and date specified. The cost of preparing any responses to the RFQ shall be borne by the respondents and shall not be reimbursed by the City.

Universal Access and Non-Discrimination in Employment

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, any retained consultant, firm or team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the consultant, firm or team further agrees to insert the foregoing provision in all subcontracts hereunder.

Verification of Information

Proposers are hereby notified that the City will rely on accuracy and completeness of all information provided in submitting proposals. Proposers are urged to carefully review all information provided to ensure clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow-up required to verify the information provided.

Communications Regarding the Request for Qualifications

If a Proposer is in doubt as to the true meaning or intent of any part of the RFQ or discovers discrepancies in, or omissions from the RFQ, she/he may submit a written request via email for an interpretation or a correction thereof to the Project Manager.

Non-Commitment of City

This Request for Qualifications does not commit the City to award a Contract, to pay any costs incurred in the preparation of submission for this request, or to procure or contract services. The City reserves the right to accept or reject any or all submissions received as a result of this request, to solicit proposals and negotiate with any qualified firm or to modify or cancel in part or in entirety the RFP if it is in the best interest of the City to do so.

Confidentiality

Prior to award of any future Contract, all submissions will be designated confidential to the extent permitted by the California Public Records Act. If and once City staff has negotiated a contract for presentation to the City Council, all submissions shall become a matter of public record subject to disclosure, with the exception of those elements of each submission that are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act. Each element of a submission that 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.

Ownership of Reports and Data

The originals of all studies, reports, exhibits, documents data and/or other work / material(s) prepared and/or used to comply with any section/condition of this RFQ, plus any copies of same required by the Contract to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and as such shall become and remain the property of the City.

Independent Contractor

Consultant is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its officers, employees, Consultants, servants or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as herein set forth.

Liability for Direct Payment

City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by the Consultant performing services hereunder for the City.

Contract Assignment

The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without previous written consent of the City.

Non-Exclusive Contract

The City reserves the right to contract with other firms during the contract term.

Public Domain

All products used or developed in the execution of any contract resulting from this request for qualifications will remain in the public domain at the completion of the contract.

Property of the City

At the earlier time of 1) termination of the contract agreement or 2) conclusion of all stages of work; all original documents, designs, drawings, reports, calculations, diskettes, computer files, notes, and other related materials whether prepared by Consultant or their consulting team or obtained in the course of providing services to be performed pursuant to the contract agreement shall become the sole property of the City and shall be delivered to the City upon demand.

Non-Discrimination

On the performance of the terms of the contract, the Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

Termination

The City reserves the right to terminate the contract once executed upon thirty (30) calendar days from written notice to the Consultant. Consultant may terminate with thirty (30) calendar days written notice for breach only.

Conflicts of Interest

Consultant agrees to promptly notify City whenever a client or consultant has an interest in any portion of the project referred to Consultant for professional services. In particular, Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction project. Such project may be withdrawn by the City with no compensation due, if the Consultant has a conflicting interest.

Indemnity Disclosure

The Consultant shall indemnify and hold City harmless from all claims, damages or liability, including all reasonable attorneys' fees and other costs incurred in defending any claims arising out of or in connection with the Consultant's alleged negligence in the performance of its services.

Inspections

The City reserves the right to inspect the work being done by the Consultant or any consultants of the Consultant at any time.

No waiver

No waiver or any provision of the contract agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

Breach of Contract

In the event of any action, suit or proceeding is brought for the enforcement of or the declaration of any right or obligation pursuant to the contract or as a result of any alleged breach of any provision of the contract, the prevailing party shall be entitled to recover its costs and expenses including reasonable attorney's fees, from the losing party and any judgment or decree rendered in such a proceeding shall include an award thereof.

Arbitration

Cases involving a dispute between the City and Consultant may be decided by an arbitrator only if both sides agree in writing to arbitration and to the selection of the arbitrator with each party to bear its own costs.

Action Filed in Court

The contract shall be made, entered into, executed in Los Angeles County, California and any action filed in any court or for arbitration for the interpretation, enforcement or other action regarding the terms, conditions or covenants referred to herein shall be filed in the applicable court in Los Angeles County, California and shall be decided based upon the laws of the State of California.

Standard Basic Contract

The selected consultant or firm will be required to comply with the City's standard contract requirements set forth in **APPENDIX A – SAMPLE BASIC CONTRACT** and the following section:

1. **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.
2. **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.
3. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.



NOVEMBER 16, 2015

LA^{as}SUBJECT

WEST HOLLYWOOD ARCHIVES COLLECTION SURVEY
AS PART OF THE LA AS SUBJECT RESIDENT ARCHIVIST PROGRAM

KELSEY KNOX & LIZA POSAS

LA AS SUBJECT

Website: <http://laassubject.org/> email: posas@usc.edu



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LA as Subject Collection Survey: West Hollywood Archives- West Hollywood Room at the West Hollywood Library and West Hollywood City Hall

Purpose

The survey of the West Hollywood Archives was conducted September 2015 by Kelsey Knox, the LA as Subject 2014-2015 Resident Archivist. The LA as Subject Resident Archivist program was funded through a grant from the Institute for Museum and Library Services (IMLS) Laura Bush 21st-Century Librarian program. The final survey report was drafted by Kelsey Knox and Liza Posas, LA as Subject Coordinator and submitted to Michael Che with the West Hollywood City, November 2015.

L.A. as Subject is a research alliance dedicated to preserving and improving access to the archival material of Los Angeles history. Much of the city's history is preserved in libraries, museums, and other cultural institutions. Other valuable and unique collections – those that reveal the stories of neighborhoods, families, and influential Angelenos – are scattered across Southern California, curated by smaller institutions and individual enthusiasts. With an online directory of more than 230 separate collections, L.A. as Subject ensures that researchers know what materials are available, where they are located, and how to access them.

Purpose: To complete a survey of the institutional archives and collections located in the West Hollywood Library room and City Hall. The goals of this survey are to:

- Provide information about the general scope and content of archival materials of the city of West Hollywood
- Identify particular collection highlights
- Identify preservation concerns, especially those items needing immediate attention
- Identify current storage conditions for the collections
- Make recommendations for the future activities for the care and custodianship of the West Hollywood Archives.

Completed Activities

Onsite visits were completed over two days by the LA as Subject Resident Archivist at the West Hollywood Library. These visits involved the resident archivist surveying the room that the archival collections are stored in and creating an inventory of the archival collections at the West Hollywood Library. The resident archivist also created a diagram of the room with notations of what is stored where and what spaces are empty. An additional day was spent surveying several boxes of materials at the West Hollywood City Hall.

Preliminary Findings

The West Hollywood Archives has a variety of collections and materials stored in several different places. The materials represent the span from West Hollywood fighting to become a city to present day activities and programs offered by the city. The collections are diverse in content and provide a colorful narration of the life of the city. Most of the materials are in good condition, although there

LA as Subject Collection Survey: West Hollywood Archives- West Hollywood Room at the West Hollywood Library and West Hollywood City Hall

are some preservation concerns regarding how the materials are stored. Overall, the collections document an important history that can be of high research value to scholars and the local community.

Current Storage Space

Currently, most of the archives are held in the West Hollywood Room of the West Hollywood Library located on 625 N San Vicente Blvd, West Hollywood, CA 90069. The estimated storage space for this area is 86.5 linear feet (LF)¹. This includes the deep drawers as well as all enclosed shelf spaces (cupboards). Currently there is approximately 50.25 LF of empty shelving space (aka “growth space”).

There are also archives held in the West Hollywood City Hall at 8300 Santa Monica Blvd, West Hollywood, CA 90069. The archives currently do not have a dedicated space in this location and includes approximately 5 linear feet of documents. There are also additional documents, photos, and maps held in the **Current and Historic Preservation Planning Division**. The archive collections held in the Planning Division was not included in this survey.

Collection Overview

Location: West Hollywood Library, West Hollywood Room

Currently there is an estimated amount of 27.5 LF of materials in the West Hollywood Room, which includes 4 LF of non-circulating (?) books about West Hollywood. There is an additional .75 LF of archival boxes that contain archival supplies. One cupboard of approximately 8 LF contains the audio/visual equipment. The archives in the West Hollywood room consist of the following collections:

- 1). The Ron Stone Papers, 1980s- this is one of the most prominent and unique collections among the material surveyed. It comprises of correspondence, West Hollywood incorporation promotional materials, and newspaper clippings about the drive for cityhood, fiscal analyses, and planning reports.

Immediate preservation concerns:

Post-it notes stuck to pages can damage materials and should be photocopied and removed
Materials in boxes are “slumping” or rolling. This can be remedied by condensing materials of boxes or adding a rigid divider board (space saver) to boxes.

- 2.) Beverly Press and West Hollywood Independent newspapers, 1998-2013.

¹ Archive collections are usually measured by linear foot. A linear foot measures twelve inches for documents stored on edge, or twelve inches high for documents stored horizontally. For letter size documents, it is slightly less than a cubic foot.

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3.) Administrative reports- seventy spiral bound documents, including city planning reports, city general plans, fiscal reports, budgets, building surveys, and environmental impact reports.

4.) West Hollywood Library document- these material related to both the original San Vicente branch and now the current West Hollywood Library. From the San Vicente branch library, there are many letters from the library to patrons and other people. The West Hollywood Library materials include including planning documents for the new building, environmental plans for the building, as well as floor plans of the building. There is also a large collection of posters and other promotional materials for events held at the library.

At the time that this survey was conducted, a logbook or inventory for this group of material was not located. Therefore it was not clear if these materials belong in the archives or if they are merely being stored in the West Hollywood Room.

There are additional archival materials held at the West Hollywood City Hall, although several boxes are being stored off-site at Filekeepers.

Location: West Hollywood City Hall

Three boxes, approximately 5 linear feet, of materials are from the Communications (formerly Public Information) department. The majority of materials in these boxes are mockups and art boards for program posters and brochures. These materials span the early 1990's and into the 2000's. There are also a few newspapers from the 1940's and 1990's. The most important folder found in these boxes contains an agenda for the first West Hollywood City Council meeting in 1984. The agenda has handwritten notes on all of the pages. The folder also included two letters of protest from the early 1970's, before cityhood. One letter is protesting a swap meet in the West Hollywood area because vendors are taking up valuable parking spaces. The second letter is protesting the nudie bookstores and "sexual behavior parlors" that are popping up in the area. The folder also includes some newspaper clippings.

The other materials at City Hall are binders of marketing collateral material from 2010-present day, including postcards, flyers, magazine articles, and full magazines about events happening in West Hollywood. These materials came from the Arts and Economic Development department.

Environment

The environmental conditions in the West Hollywood Library's "West Hollywood Room" raises some preservation concerns. The wall of windows lets in an extreme amount of natural light and UV rays that are damaging to most types of archival materials, especially for those artifacts sitting out of the cupboards, such as the resolutions and certificates that are currently on display on the counters.

LA as Subject Collection Survey: West Hollywood Archives- West Hollywood Room at the West Hollywood Library and West Hollywood City Hall

The top drawer of the flat files also runs a risk of damage, as the top of it is clear glass, which lets in damaging light (both natural light from the windows and artificial light from the lightbulbs above the case).

Another concern are the lightbulbs mounted underneath several of the cupboards. These lights are radiating heat causing the bottom of archival boxes placed in the cupboard directly above the lights to become hot. This heat can be a safety risk as well as cause damage to the items stored inside the cupboard.

The cupboards are also made of wooden material. Wooden or wood composite material contain pitch and off-gas chemicals that are damaging to archival materials. Items stored in acid-free archival boxes are more protected, however the risk of damage and accelerated deterioration still exists.

Other environmental aspects relate to security concerns and safe accessibility to the material. In order to make the materials available for research use, library or city staff will need to field research requests and supervise researchers while they are using the materials. This person would have to sit in the West Hollywood room with the researcher as there is no way to supervise a researcher from a separate space.

Recommendations for future steps

Create policies for the collection and retention of materials, such as:

- *Collection Development Policy* to decide specific topics that should be collected and retained in the archives. This is also a good document to have in the case of people wanting to donate materials that the archives are not interested in.
- *Donor agreement/Deed of gift* to have documentation of where materials are coming from, and a proof of chain of custody. Collections have been added to the room without any record of what is coming in or when. For example, one scrapbook and one folder have notations that they were donated by a patron or left in a book drop, but there is no formal record of what the material is or who donated it. Donor agreements and deeds of gifts may be minimal if the Collection Development Policy is restricted only to material produced by the City of West Hollywood.

Address access issues

There is minimal documentation about the materials in the West Hollywood Room. It is recommended that finding aids or detailed inventories for the archive collections in this room be created. This will allow better tracking by staff and accessibility to researchers. Additionally, finding aids would provide information regarding donors, ownership, rights, and historical context.

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Create a guideline or policy regarding what type of access can be provided to researchers and how the materials will be made accessible. For instance, can the materials be accessible only if library staff is present in the room with the researcher (which is a common practice in the archive profession)? Can the materials be photocopied? Will there be any additional security concerns?

Address preservation concerns

As noted in the “Environment” section above, the following preservation steps are recommended:

- Cover windows
- Remove materials from shelves that get heated by lightbulbs or remove lights
- Secure materials in archival boxes before storing in wooden cupboards
- Remove all newspapers and clippings from boxes with other paper materials.
- Store newsprint separately and decide whether clippings should be photocopied, inventoried, etc.
- Photocopy and remove sticky notes from the Ron Stone Personal Papers

Identify storage needs, current space, and alternative storage options for physical collection.

Currently the existing amount of archives fit in the West Hollywood Room. However this space is limited, especially when considering the future growth of the Archives. To calculate storage concerns the following is recommended:

- Draft a more thorough inventory and survey of archives in the West Hollywood City Hall that includes the material in the **Planning Division** and any boxes housed at Filekeepers to calculate the entire linear and cubic foot measurements of the existing archive collection.
- Contact a compact shelving company, such as SpaceSaver Corporation, to calculate the maximum amount of material that the West Hollywood Room could accommodate.
- Explore institutions that can become custodians of the physical material. LA as Subject can assist with helping the West Hollywood Archives identify some of these institutions.

Identify storage needs for digital collection.

An assessment of the West Hollywood Archives digital assets was beyond the scope of this survey. It is recommended, however, that a review of the digital asset management system be conducted to prevent any loss or damage of born digital material in the archives.

Possible costs

The amount of time it would take to process an archive collection varies on the condition of the archives and level of detail and description to be provided. The archives identified above are in moderately good condition, with a few exceptions (as noted above). Based on the processing rate table below, it could take 1-18 hours per linear foot to process the archives held in West Hollywood

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Library Room and the City Hall.² The archives in this room approximately equal 32.5 feet, therefore, processing activities would take approximately 32.5-715 hours.

| | Poor condition or many barriers to access ¹⁶ | Average condition or moderate barriers to access | Excellent condition or few barriers to access |
|--|---|--|---|
| Minimal effort - Collection level | 1-3 | 1-2 | 1 |
| Low effort - Series or Subseries level | 4-8 | 3-6 | 2-4 |
| Moderate effort - File level (expedited) | 9-14 | 7-11 | 5-8 |
| Intensive effort - Folder level | 15-21 | 12-17 | 9-13 |
| Highly intensive effort - Item level | 22+ | 18+ | 14+ |

Should a professional archivist be on staff to supervise and provide guidance for an intern project, the costs would be equivalent to West Hollywood’s hourly rate for interns.

For standard letter or legal sized archival boxes (aka document boxes or cases), acid free paper, and folders; the cost is approximately \$25-30 per linear foot, with additional tax and shipping.³ This cost average may increase should housing outside of these basic sizes and materials be needed, such as boxes for newspapers, plastic cases for audiovisual material, and Mylar sleeves for photographs. Therefore, should the entire 32.5 linear feet of archives identified in this survey need rehousing, the minimum supply cost may approximately be \$812.50 - \$975.

Should no professional archivist be on staff, it is recommended that a certified or degreed archivist be contracted to process the collections. Hourly rates of contract archivists vary. The California State Archives provides a list of archivist consultants in the California area at <http://www.sos.ca.gov/archives/ed-resources/consultants-list/>. The City can also inquire with a historical research company such as History Associates <https://www.historyassociates.com/>.

An experienced and qualified archivist can also be hired to create an “archive program” for the City of West Hollywood. This would include the processing of the 32.5 linear feet identified, creating

² Processing rate table from Guidelines for Efficient Archival Processing in the University of California Libraries, version 3.2, 2012. Retrieved from http://libraries.universityofcalifornia.edu/groups/files/hosc/docs/_Efficient_Archival_Processing_Guidelines_v3-1.pdf 11/5/2015.

³ Costs calculated from Hollinger/Metal Edge archival supply store price listing as of 11/16/2015, <http://www.hollingermetalede.com/>

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proper policies and procedures, and completing the tasks listed in the “Recommendation for future steps” section above. The timeline for a project of this size also varies. However, much headway (probably to completion) can be done with a full-time professional archivist employed for approximately 9-12 months. The average pay of archivists can be found on the Bureau of Labor Statistics webpage <http://www.bls.gov/oes/current/oes254011.htm>.

Conclusion

The bulk of the City of West Hollywood institutional archives span from the late 1970s to present day and documents West Hollywood before, throughout, and after incorporation. Over 30 linear feet of material have been identified that is diverse in content and provides a colorful narration of the life of the city that can be of high research value to scholars and the local community. Many of the initial preservation concerns can be addressed with a 3-month part-time processing project for a professional archivist or intern (supervised by a professional archivist) and funds to purchase approximately \$1000 worth of archival supplies.

Additional steps beyond the 3-month processing project include:

- Creating detailed inventories for better tracking of and accessibility to collections
- Drafting recommended policies and procedures
- Surveying the City’s digital assets
- Surveying the additional archives stored in the Planning Division and FileKeepers
- Explore other institutions that can become custodians or partners assist in caring for the physical material
- Evaluating storage needs and possibilities
- Hiring an experienced archivist to develop the City’s “Archive Program”

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__ 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
14. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
16. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

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

**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 _____