

CITY OF WEST HOLLYWOOD
AGREEMENT FOR
INFORMATION TECHNOLOGY HOSTED SERVICES

This Agreement is made on this [REDACTED]th day of [REDACTED], [REDACTED], 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 [REDACTED], located at [REDACTED] (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as set forth in the Statement of Work, ("Exhibit A");
- B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on [REDACTED] unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY in the form of a Purchase Order. The services shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the acceptance criteria of the schedule incorporated in "Exhibit A." Should any changes, including additional time, be needed to complete the services, the parties shall execute a Change Order to Exhibit A. The Change Order shall detail the estimated costs using the same or similar methods to those used in Exhibit A.
- 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 hosted services allocated for the CITY's consumption. The CONTRACTOR shall submit invoices monthly describing the hosted services allocated, the date range of the hosted services allocated, 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, **Carlos Corrales** shall serve as the CITY's representative for the administration of the

CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES

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.
- 5.3.1. **CITY Administration of the Services.** CONTRACTOR'S responsibilities do not extend to internal management or administration of the Services. CITY is responsible for: (i) maintaining the confidentiality of passwords and accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- 5.3.2. **Compliance.** CITY is responsible for use of the Services and will comply with laws and regulations applicable to customer's use of the Services, if any.
- 5.3.3. **Unauthorized Use & Access.** CITY will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. CITY will promptly notify CONTRACTOR of any unauthorized use of or access to 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. HOSTING REQUIREMENTS

- 6.1. **Scalability.** The hosted system must be easily scaled to accommodate site usage during peak permit registration times.
- 6.2. **Response to Issues.** CONTRACTOR will provide verbal or written responses to Issues identified by the CITY in an expeditious manner.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

Such responses shall be provided in accordance with the Target Response Times as defined under Exhibit A.

- 6.3. **Service Hardware.** CONTRACTOR will use commercially reasonable efforts to ensure that all hardware (including server, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of CONTRACTOR at its deployment location and consistent with the Tier rating of the data center.
- 6.4. **Change Control and Advance Notice:** The CONTRACTOR shall give advance notice to the CITY of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.
- 6.5. **Electronic Commerce.** *CONTRACTOR shall protect data in accordance with the Payment Card Industry Data Security Standard (PCI DSS) on behalf of the CITY, relating to CITY activities when cardholder information is accessed, transferred, stored, or processed by CONTRACTOR.* CONTRACTOR must clearly define the managed PCI DSS requirements, subject to CITY's review and approval. CONTRACTOR is responsible for the security of the cardholder data the CONTRACTOR possesses or otherwise stores, processes or transmits on behalf of the CITY. CONTRACTOR agrees to indemnify and hold CITY, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss or breach of CITY's customer credit card or identity information managed, retained or maintained by CONTRACTOR, including but not limited to fraudulent or unapproved use of such credit card or identity information. CONTRACTOR must annually submit the appropriate "Attestation of Compliance" to the CITY and clearly identify the services and system components that are included in the scope of their assessment.
- 6.6. **Data Location:** The location of the data center that will be used to host the Data is as follows:

Primary Data Center: _____

Back-up Data Center; _____
- 6.7. **Business Continuity and Disaster Recovery:** The CONTRACTOR shall provide a business continuity and disaster recovery plan upon request to ensure that the CITY's Data is not at risk of being unrecoverable in the event CITY is affected by catastrophic equipment failure or natural disaster. CITY's Data will

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

reside on redundant, highly available infrastructure for network, compute, and storage services inside the CONTRACTOR's data center

7. PROPRIETARY OR CONFIDENTIAL INFORMATION.

- 7.1. Proprietary or Confidential Information of CITY.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private or Confidential Information which may be owned or controlled by CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. CONTRACTOR agrees that all information disclosed by CITY to CONTRACTOR shall be held in confidence and used only in performance of the Agreement. CONTRACTOR shall exercise the same standard of care to protect such information as a reasonably prudent CONTRACTOR would use to protect its own proprietary data.
- 7.2. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 7.3. Nondisclosure.** The receiving party of proprietary or Confidential Information agrees and acknowledges that it shall have no proprietary interest in the Confidential Information and will not disclose, communicate, nor publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the disclosing party, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing party. The receiving party shall take all necessary steps to ensure that the Confidential Information is securely maintained. The receiving party's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event the receiving party becomes legally compelled to disclose any of the Confidential Information, it shall provide the disclosing party with prompt notice thereof and shall not divulge any information until the disclosing party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing party are unsuccessful, or the disclosing party otherwise waives its right to seek such remedies, the receiving party shall disclose only that portion of the Confidential Information which it is legally required to disclose.
- 7.4. Cooperation to Prevent Disclosure of Confidential Information.** Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any

CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES

person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- 7.5. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of CITY, at the sole election of CITY, the immediate termination, without liability to CITY, of this Agreement.

8. DATA.

- 8.1. **Data Ownership:** The CITY will own all right, title and interest in its Data, which includes the CITY's information that is collected, used, processed, stored, or generated as a result of the use of the CONTRACTOR's services, provided by this Agreement. CONTRACTOR shall not access CITY user accounts or CITY's Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the CITY's written request.
- 8.2. **Data Protection:** Protection of personal privacy and Data shall be an integral part of the business activities of the CONTRACTOR to ensure there is no inappropriate or unauthorized access or use of CITY's Data at any time. To this end, the CONTRACTOR shall safeguard the confidentiality, integrity, and availability of CITY's Data and comply with the following conditions:
- 8.2.1. The CONTRACTOR shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of CITY's Data. Such security measures shall be in accordance with recognized industry practice.
- 8.2.2. All Data obtained by the CONTRACTOR in the performance of this contract shall become and remain property of the CITY.
- 8.2.3. The CONTRACTOR shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service without the CITY's express written consent.
- 8.3. **Data Security Incident or Data Breach Notification:** The CONTRACTOR shall inform the CITY of any security incident or Data breach.
- 8.3.1. **Incident Response:** The CONTRACTOR may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the CITY

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

should be handled on an urgent as-needed basis, as part of CONTRACTOR communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

- 8.3.2. **Security Incident Reporting Requirements:** The CONTRACTOR shall report a security incident to the appropriate CITY identified contact immediately.
- 8.3.3. **Breach Reporting Requirements:** If the CONTRACTOR has actual knowledge of a confirmed Data breach that affects the security of any CITY's Data that is subject to applicable Data breach notification law, the CONTRACTOR shall (1) promptly notify the appropriate CITY identified contact within 24 hours or sooner, unless shorter time is required by applicable law; and (2) take commercially reasonable measures to address the Data breach in a timely manner.
- 8.4. **Data Breach Responsibilities:** This section only applies when a Data breach occurs with respect to CITY's Data within the possession or control of CONTRACTOR.
- 8.4.1. The CONTRACTOR shall immediately notify the appropriate CITY identified contact by telephone if it reasonably believes there has been a security incident.
- 8.4.2. The CONTRACTOR shall promptly notify the appropriate CITY identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data breach. The CONTRACTOR shall (1) cooperate with the CITY as reasonably requested by the CITY to investigate and resolve the Data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 8.4.3. Unless otherwise stipulated, if a Data breach is a direct result of the CONTRACTOR's breach of its contract obligation to encrypt personal Data or otherwise prevent its release, the CONTRACTOR shall bear the costs associated with (1) the investigation and resolution of the Data breach; (2) notifications to individuals, regulators, or others required by state law.
- 8.5. **Notification of Legal Requests:** The CONTRACTOR shall contact the CITY upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to the CITY's Data under this contract, or which in any way might reasonably require access to the Data of the CITY. The CONTRACTOR shall not respond to subpoenas, service of process, and other legal requests related to the CITY without first notifying the CITY, unless prohibited by law from providing such notice.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES

- 8.6. **Import and Export of Data:** The CITY shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the CONTRACTOR
9. **INTELLECTUAL PROPERTY.** Subject to the terms and conditions of this AGREEMENT, CONTRACTOR hereby grants CITY, and CITY hereby accepts from CONTRACTOR upon the terms and conditions herein specified, a limited, non-exclusive, non-transferable, revocable license during the term or extended term of this AGREEMENT to: solely within the CITY, access and use of CONTRACTOR developed IP and Pre-Existing IP, provided to the CITY solely for the CITY's own internal business purposes pursuant to the terms of this AGREEMENT. For avoidance of doubt, CONTRACTOR is not required and shall not transfer ownership or provide any rights to any IP except as explicitly states in this Agreement. Notwithstanding any language to the contrary, contractor developed IP, shall not be considered documents, a work for hire, or Data.
- 9.1. **Suggestions.** CONTRACTOR may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions CITY or its End Users send CONTRACTOR or post CONTRACTOR online forums without any obligation to CITY.
- 9.2. **Confidential Information.** CITY understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of CONTRACTOR, or except as required by law, any Confidential Information CONTRACTOR, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of CONTRACTOR.
- 9.3. **Restricted Uses.** CITY will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; or (ii) translation, disassembly or decompilation, altering, modifying, reverse engineer or attempt to reverse engineer the Services, improving or otherwise enhancing the software licensed under this license nor assist anyone else to do so.
10. **TERMINATION.**
- 10.1. **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.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES

- 10.2. **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.
- 10.3. **Bankruptcy.** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, CONTRACTOR shall within forty-eight (48) hours return CITY's Data in an agreed-upon machine readable format. Once CONTRACTOR has received written confirmation from CITY that CITY's Data has been successfully transferred to CITY, CONTRACTOR shall within thirty (30) days purge all CITY's Data from its hosted servers and provide CITY with written certification that such purge occurred. Such Data transfer shall be done at no cost to the CITY
- 10.4. **Termination and Suspension of Service:**
- 10.4.1. In the event of a termination of the contract, the CONTRACTOR shall implement an orderly return of the CITY's Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of the CITY's Data. The CITY understands that additional fees may apply if the Data must be exported to portable media.
- 10.4.2. During any period of service suspension, the CONTRACTOR shall not take any action to intentionally erase any of the CITY's Data.
- 10.4.3. In the event of termination of any services or agreement in entirety, the CONTRACTOR shall not take any action to intentionally erase any of the CITY's Data for a period of:
- 30 days after the effective date of termination, if the termination is in accordance with the contract period.
 - 90 days after the effective date of termination, if the termination is for convenience.
 - 60 days after the effective date of termination, if the termination is for cause.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

After such period, the CONTRACTOR shall, unless legally prohibited, delete all of the CITY's Data in its systems or otherwise in its possession or under its control.

- 10.4.4. The CITY shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique Data retrieval arrangement has been established as part of the SLA.
- 10.4.5. The CONTRACTOR shall securely dispose of all of CITY's Data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the CITY. Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the CITY.

11. INDEMNIFICATION.

11.1. General Indemnification.

- 11.1.1. **Liability.** CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, and employees from, and, if requested, shall defend it against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONTRACTOR or loss of or damage to property, arising directly or indirectly from CONTRACTOR'S performance of this AGREEMENT, including, but not limited to, CONTRACTOR'S use of facilities or equipment provided by CITY or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on CITY, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect or validly retroactive to the date of this AGREEMENT.
- 11.1.2. **Fees and Costs.** The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and CITY'S costs of investigating any claims against the CITY. In addition to CONTRACTOR'S obligation to indemnify CITY, CONTRACTOR specifically acknowledges and agrees that it has an immediate and independent obligation to defend CITY from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to CONTRACTOR by CITY and continues at all times thereafter.
- 11.1.3. **Exception.** This indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY and is not contributed to by any act, or

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

by any omission to perform some duty imposed by law or agreement on CONTRACTOR, its subcontractors or either's agent or employee.

11.2. Infringement Indemnification.

- 11.2.1. Judicial Action.** If notified promptly in writing of any judicial action brought against CITY based on an allegation that CITY'S use of the services infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), CONTRACTOR will hold CITY harmless and defend such action at its own expense. CONTRACTOR will pay the costs and damages awarded in any such action or the cost of settling such action, provided that CONTRACTOR shall have sole control of the defense of any such action and all negotiations or its settlement or compromise.
- 11.2.2. Informal Claim.** If notified promptly in writing of any informal claim (other than a judicial action brought against the CITY) based on an allegation that CITY's use of the services constitutes Infringement, CONTRACTOR will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that CONTRACTOR shall have sole control of the resolution of any such claim and all negotiation for its settlement.
- 11.2.3. Final Injunction.** In the event a final injunction is obtained against CITY'S use of the services by reason of Infringement, or in the CONTRACTOR's opinion CITY's use of services is likely to become the subject of Infringement, CONTRACTOR may at its option and expense: (a) procure for CITY the right to continue to use the services as contemplated hereunder; (b) replace the services with a non-infringing, functionally equivalent substitute services; or (c) suitability modify the services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the services. If none of these options is reasonably available to CONTRACTOR, then the Agreement or relevant part of such Agreement may be terminated at the option of either party hereto and CONTRACTOR shall refund to CITY all amounts paid under this Agreement for the use of such services. Any unauthorized modification or attempted modification of services by CITY shall void this indemnity unless CITY has obtained prior written authorization from CONTRACTOR permitting such modification or attempted modification.
- 11.2.4. Exception.** CONTRACTOR shall have no liability for any claims of Infringement based on CITY's use or combination of the services with products or data of the type for which the services was neither designed nor intended to be used.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES

- 11.3. For purposes of this paragraph, CITY means the CITY's City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- 11.4. **Survival.** The obligations established by this paragraph will survive termination of this Agreement.

12. INSURANCE REQUIREMENTS.

- 12.1. Without in any way limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement, CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- 12.1.1. **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."

- 12.1.2. **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, including contractual liability, products liability and completed operations liability coverage. 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.
- 12.1.3. **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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

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 automobiles in any way on this project, CONTRACTOR shall obtain evidence of personal automobile liability coverage for each such person.

- 12.1.4. **Crime Coverage.** A crime coverage policy in an amount not less than **EXPECTED ANNUAL REVENUE** dollars (**\$**) insuring against loss of money, securities or other property referred to hereunder which may result from (a) dishonesty of fraudulent acts of officers, directors or employees (commercial blanket form) of the CONTRACTOR; or (b) disappearance, destruction or wrongful abstraction inside or outside the premises of CONTRACTOR; or (c) sustained through forgery or alteration of checks, drafts or any other order or direction to pay a certain sum in money. This policy shall be primary to any other similar insurance, shall include an endorsement naming City as "Loss payee", and shall contain a provision stating that the insurance carrier will provide thirty (30) day advance notice of cancellation of such insurance.
- 12.1.5. **Cyber Security Insurance Coverage.** CONTRACTOR shall maintain Cyber Security insurance in an amount of not less than one million dollars (\$1,000,000) per cyber security, data breach, network damage and business interruption occurrence.
- 12.1.6. **Technology Errors and Omissions Liability Coverage.** The CONTRACTOR shall procure a policy that at a minimum covers professional misconduct or lack of the requisite skill required for the performance of services defined in this Agreement in an amount of not less than one million dollars (\$1,000,000) per occurrence and two millions dollars (\$2,000,000) in the aggregate. The policy shall also provide coverage for the following risks:
- 12.1.6.1. **Dissemination of Confidential Information.** Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information, or other personally identifying information, stored or transmitted in electronic form;
- 12.1.6.2. **Unauthorized Access.** Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES

12.1.6.3. **Malicious Software.** Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the CITY's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

12.2. **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 language of Sections 12.2.1-12.2.6 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

12.2.1. **Additional Insured Clause.** "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."

12.2.2. **Primary Insurance Clause.** This policy shall be considered primary insurance as respect to 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.

12.2.3. **Separation of Insured Clause.** 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.

12.2.4. **Failure to Report to Insurer.** 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.

12.2.5. **Waiver of Right to Subrogation Clause.** CONTRACTOR, and its insurer through endorsement, 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 have all subcontractors, and subcontractors' insurers through endorsement, to do likewise.

12.2.6. **Notice of Change in Insurance.** 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

- 12.3. **Notice to City.** 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. CONTRACTOR also agrees to provide immediate written notice to CITY if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. CONTRACTOR agrees to have all subcontractors to do likewise.
- 12.4. **Claims-made policies.** Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 12.5. **Defense costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.
- 12.6. **Acknowledgment of the Minimum Amount of Coverage.** 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.
- 12.7. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
- 12.8. **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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

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.

- 12.9. **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 (Termination for Cause).
13. **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.
- 13.1. **Subcontractor Disclosure:** The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.
14. **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.
- 14.1. **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.
- 14.2. **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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

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.

- 14.3. **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.
- 14.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
15. **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.
16. **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.
17. **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.
18. **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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

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.

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

20. **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. Audited records shall be limited to operational data and financial data that support invoiced charges (i.e. if there's a reimbursed cost). Contractor shall not be required to provide access to proprietary or confidential financial records such as cost and profit data.
 - 20.1. **Contract Audit:** The CONTRACTOR shall allow the CITY to audit conformance to the contract terms. The CITY may perform this audit or contract with a third party at its discretion and at the CITY's expense. Such third party auditor shall not be a competitor or an affiliate of a competitor to CONTRACTOR or CONTRACTOR's affiliates or parent companies.
 - 20.2. **Data Center Audit:** The CONTRACTOR shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The CONTRACTOR may remove its proprietary information from the redacted version. A SSAE 16 Service Organization Control (SOC) 1 audit report or approved equivalent sets the minimum level of a third-party audit
 - 20.3. **Access to Security Logs and Reports:** The Contractor shall provide reports to the City that shall include latency statistics, user access, user access IP address, user access history and audit or security logs for all changes made to data fields and tables related to this contract.

21. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product that the CONTRACTOR developed for the Services in Exhibit A, except the CONTRACTOR's notes, 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.

22. **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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES**

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.

23. **Background Checks:** The CONTRACTOR shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The CONTRACTOR shall promote and maintain an awareness of the importance of securing the CITY's Data among the CONTRACTOR's employees and agents.
24. **Non-disclosure and Separation of Duties:** The CONTRACTOR shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of CITY Data to that which is absolutely necessary to perform job duties.
25. **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: Eugene Tsipis

CONTRACTOR:

Street
City, ST, Zip

Attention: Legal

26. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
27. **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

CITY OF WEST HOLLYWOOD
AGREEMENT FOR INFORMATION TECHNOLOGY HOSTED SERVICES

in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

28. **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.
29. **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.
30. **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 INFORMATION TECHNOLOGY HOSTED SERVICES**

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

CONTRACTOR:

_____, Corporate Counsel

CITY OF WEST HOLLYWOOD:

Lorena Quijano, Director of Finance and Technology Services

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

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

Scope of Services:

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

1. **SYSTEM REQUIREMENTS:** A hosted website for _____ that must provide:

1.1. **End-Users**

1.2. **Administrators**

2. FINANCIAL RECONCILIATION

2.1. CONTRACTOR shall provide a daily balancing summary of all credit/debit card monies collected through the hosted website.

2.2. CONTRACTOR shall provide system reports that categorize and itemize each transaction to the CITY to assist in the financial and account reconciliation.

3. TRAINING

3.1. Training on hosted services will be provided to _____

3.2. CONTRACTOR shall provide training materials on the various system applications.

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).

4. IMPLEMENTATION TIMELINE:

5. TRAINING TIMELINE:

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".

SCHEDULE OF FEES

**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

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

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

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

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

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

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

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

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

**CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS**

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

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

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

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

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020