

CITY OF LA HABRA HEIGHTS



REQUEST FOR PROPOSAL

WEBSITE DESIGN

RFP Circulation Date:
Tuesday, June 28, 2016

Proposal Submission Deadline:
Monday, August 1, 2016 at 2:00 p.m.

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I. About the City of La Habra Heights

The City of La Habra Heights is a rural, residential community located in southeastern Los Angeles County incorporated in 1978. The community is bordered by Hacienda Heights to the north; La Habra to the south; Rowland Heights to the east; and Whittier to the west. City Hall offices are open Monday through Thursday from 7:30 a.m. to 6:00 p.m.

II. About the City's Information Technology Function

The City's information technology (IT) functions are serviced by an IT contractor, with general supervision provided by City staff. Brea IT (i.e., the IT department for the City of Brea, California) is the City's IT contractor, and provides the City with weekly on-site visits, as well as remote support via phone and email.

The City uses a number of different computer software/programs to support its day-to-day operations. These include the following:

- **Citizenserve**: provides online solutions for Community Development (building permits, code enforcement, planning, business licensing, and request tracking).
- **Code Publishing Company**: hosts the City's municipal code for public consumption.
- **Electronic Transactions Systems (ETS)**: processes credit/debit card transactions.
- **Geographic Information System (GIS)**: captures, stores, analyzes, and manages all types of spatial and geographical data.
- **Granicus**: broadcasts, stores, and maintains legislative content.
- **Laser Fische**: scans, stores, and maintains all government records.
- **Tyler Technologies**: codifies, analyzes, and manages all financial data.

III. Description of Work

The City of La Habra Heights is requesting proposals for local government website planning, development, design, implementation, support, and hosting of the website and content management system (CMS). Respondents are required to read the objectives outlined in Section IV and adhere to the instructions in Section V. Final Request for Proposal (RFP) submissions are to be received by the City of La Habra Heights no later than **2:00 p.m. PST on Monday, August 1, 2016**. Proposals received in the mail after 2:00 p.m. PST on Monday, August 1, 2016, regardless of the date of their postmarks, will not be accepted.

The City's current website can be found at www.la-habra-heights.org and/or www.lhhcity.org. The current website does not meet the community's needs and does not take advantage of the latest technological advances. As a result, the goal of the City's website is to provide the following:

- Design and layout that promotes the City's culture, professionalism, and transparency.

- User-friendly experience where visitors are able to quickly find the information they need and translate website content to the language they are most comfortable with.
- Features that provide visitors the ability to obtain and fill out desired forms.
- Quick and easy management of website design and content.

IV. City of La Habra Heights Website Objectives

The current site structure and design have been in use since 2007. The general website structure and design have remained the same since then, along with the CMS of Joomla. Therefore, the City’s objective is to replace what is currently in place with a new and improved website. The new website must be clear and simple for users to navigate, more efficient for City Staff to manage and provide a wide variety of services to the residents of La Habra Heights.

First and foremost the respondent must address, but not limited to, the following undermining issues:

- **Lack of Visual Appeal.** The current website does not feature impressive graphics or promote the City’s characteristic attributes. Websites from other cities tend to have larger graphics in the background that highlight their landmarks and natural environment.
- **Difficult Website Navigation.** Items frequently requested by visitors are difficult to locate.
- **Plain Navigation Buttons.** All navigation buttons in a section are the same (e.g. same text, same button colors, etc.). This can make it difficult to distinguish and clearly locate navigation buttons.
- **Search Function Not Noticeable.** Search field on homepage is too small and can be overlooked. Furthermore, the search function does not always produce desired results.
- **Lack of Centralized Location for Commonly Requested Forms.** Although the website offers a “Document Central”, there is no centralized area where commonly requested forms and applications can be found.
- **Lack of Human Resources Management (HRM) System for Job Recruitments.** City Staff manually codifies applicant information into an excel document and tracks applications through hard copies of filed documents. Entering and navigating through individual applicant information is overwhelming, particularly during summer months.
- **Difficult Document Management.** Although the current website’s CMS has a built-in document management section, the uploading process is often cumbersome and can be difficult to use. Additionally, it can be rather difficult to search and locate uploaded documents.
- **Difficult CMS.** City Staff finds Joomla CMS difficult and confusing to use.

Additionally, the respondent must achieve but not limited to, the following objectives:

- **Use a Consistent Unified Design.**
 1. Reflect the City’s culture, environment, and professionalism.
 2. Be organized and have an attractive color scheme with the City of La Habra Heights seal displayed prominently.

3. Have action buttons and a navigation bar with key links.
4. Style distinct pages to have the flexibility in meeting its specific needs and the various City functions.
5. Design pages to allow for high-speed upload/download response times for both low and high speed computers used by visitors.

- **Provide a User-friendly Site.**

1. Use logical and intuitive links.
2. Minimize visual clutter for site visitors.
3. Enhance communication and have graphics load quickly.
4. Provide graphic navigation buttons or bars offering shortcuts leading forward, backward, upward, downward and back to the home page.
5. Include language translation tools.
6. Have useable and quick access to information the site visitor is seeking, without requiring the visitor to understand local government or the organization.
7. Be compatible with major web browsers and have backwards compatibility to at least three (3) previous versions, as well as non-graphical browsers.
8. Scale to all online information platforms such as iPads, tablets, desktops, laptops, and smartphones.
9. Incorporate printer-friendly feature for all web pages that have links or embedded plug-ins such as Java and Adobe for opening and viewing documents.
10. Be accessible to individuals with disabilities, meeting ADA Title II Regulations, Section 508 requirements, and other applicable ADA requirements.

- **Allow for Interactivity.**

1. Incorporate a feature for visitors to obtain and complete interactive forms for tasks such as employment, building permits, park reservations, public records requests, and online payments.
2. Incorporate a feature that gives the public an alternative means of communication with City officials, City Staff, and public safety through the use of RSS feeds via City's online bulletin board, email, text, and various social media platforms.
3. Integrate a "Document Central" feature that allows for a comprehensive search of the City's document archives.

- **Provide a Comprehensive Content Migration and Integrated Services.**

1. Migrate content from current website to redesigned website.
2. Integrate third-party programs/software such as ETS, Granicus, GIS, Code Publishing Company, Laserfische, and Citizenserve.
3. Provide a fully operational website, complete with information, forms, maps, links, and interactive components.
4. Secure transaction of credit-card numbers with real-time updates to the City of La Habra Heights' financial database, if possible.
5. Provide secure transmission of signatures for contracts or applications.

- **Provide a User-friendly Backend Process for City Staff.**

1. Develop a content management site where authorized City Staff can update web pages from individual workstations.
2. Have simple editable website design and content.
3. Have easily editable community calendars for various City departments.
4. Have the ability to embed video, graphics, audio files, and City forms.
5. Provide enough storage for video, graphics, audio and document postings.
6. Include an HRM process for job applications, where City Staff has the ability to extract required applicant information into an excel file or other widely used software to track the status of job applicants.
7. Track page hits and produce statistical analysis of website user behavior.
8. Provide ongoing technical assistance through maintenance, security, and hosting.
9. Provide ongoing training on how to maintain and manage the website for site administrators and site content editors.
10. Include regular updates and meetings for site administrators and site content editors to ensure the design and functions of the website development are within the scope of the website redesign project.
11. Have the capability to accommodate the expansion of e-government services and current technology.

A broad range of information will be accessible through the City website including, but not limited, to the following:

General Information

- Home page
- Search feature
- Site map or index
- Welcome statement
- Frequently asked questions (FAQs) / “How do I?” – quick links for popular topics
- Information for new residents (e.g., utilities, public facilities, parks, etc.)
- History of the community
- Local maps: features of interest, highways, legislative districts, and boundaries
- City demographics and Census Bureau link
- Community and/or City "photo gallery"
- Community events calendar
- Weather
- Emergency Information

City or County Government

- General information about local government
- Information about major City functions
- City departments
- City contacts

- City services
- Locations of various City facilities
- "What's new" in City government
 - Special events
 - Press releases
 - Project updates
 - RSS feeds including for public safety and emergency
- Telephone and/or email directory of government officials
- Photos and biographical information for elected officials
- Council meeting schedule for the year for City departments
- City Council, Commission, and other meeting agendas and minutes
- Description of local government's organizational structure, departments, and services
- City Goals
- City Municipal Code
- City Budget, Financial Reports, and other financial information
- RFPs and lists of items going out for bid
- Employment opportunities with the City
- Links to other government agencies (e.g., Los Angeles County, State of California, etc.)
- Document Archive with a supporting search bar

V. Instructions

This section instructs respondents on procedures related to the submission of proposals.

- A. **Acknowledgement of Amendments.** Each firm receiving a copy of this shall acknowledge receipt of any amendment to this RFP by signing and returning the amendment with the completed proposal. The acknowledgement must be received by the City of La Habra Heights at the time and place specified for receipt of proposals.
- B. **Additional Information.** Questions regarding this solicitation shall be submitted in writing or emailed to:

Fabiola Huerta, Assistant to the City Manager

By mail:

City of La Habra Heights
 1245 North Hacienda Road
 La Habra Heights, CA 90631
 Or email to: fhuerta@lhcity.org

Respondents are cautioned that any oral statements made that materially change any portion of this solicitation are not valid unless subsequently ratified by a formal written amendment to this RFP. No technical questions that may materially change any portion of this solicitation will be accepted during the 14 calendar days prior to the time and date set for receipt of proposals.

From the issue date of this solicitation until a firm is selected and the selection is announced, the firms are not allowed to communicate for any reason with any City Staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.

- C. **Applicable Laws Shall Apply.** The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The company awarded the contract shall comply with applicable federal, state, and local laws and regulations.
- D. **Proposal Submission.** The original and two (1 hard copy and 1 electronic copy) copies of the proposal shall be signed, sealed and submitted to:

City of La Habra Heights
Attn: Grace Andres, Deputy City Clerk
1245 North Hacienda Road
La Habra Heights, CA 90631

The envelope must be clearly marked as "SEALED PROPOSAL FOR WEBSITE DESIGN." Respondents shall submit proposals no later than **2:00 p.m. on Monday, August 1, 2016.** Timely submission of the proposal is the responsibility of the respondent. Any extension, if granted, shall apply to all recipients of this Request for Proposal. Each page of the proposal shall be identified with the name of the responding firm. The City of La Habra Heights reserves the right to decide, on a case-by-case basis, whether to reject a proposal as non-responsive. As a precondition to acceptance, the City of La Habra Heights may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of service.

- E. **Change in Website Objectives.** The City of La Habra Heights reserves the right to materially change the Website Objectives prior to the RFP deadline. Such changes may include additions, deletions, or other revisions within the general scope of RFP requirements prior to the deadline.
- F. **Collusion.** Each respondent, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of state and federal law.
- G. **Exceptions.** A respondent taking exception to any part or section of this solicitation shall indicate such expectations in a separate section of the submitted proposal - such section shall be entitled "Exception of Conditions." Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements of this RFP as written.
- H. **Expenses Incurred.** The City of La Habra Heights accepts no responsibility for any expenses incurred by a respondent in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the respondent.
- I. **Late Submissions.** Any proposal received at the place designated in this RFP after the time specified for receipt will not be considered unless so authorized by the City.

- J. **Nonconforming Terms and Conditions.** Any proposal that includes terms and conditions that do not conform to the terms and conditions in this RFP is subject to rejection as non-responsive. The City of La Habra Heights reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the La Habra Heights City Council to award a contract.
- K. **Irregularities.** The City of La Habra Heights reserves the right to: (a) waive minor irregularities or variances, non-material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and/or the City's Procurement Ordinance
- L. **Respondent Withdrawal of Proposal.** Respondents may withdraw all or any portion of a proposal at any time during and after the review and award process, up to ratification of an agreement between the City of La Habra Heights and the designated firm.
- M. **City Withdrawal of Request for Proposal.** The City of La Habra Heights retains at all times the right to cancel or withdraw this RFP, and the right to refuse to accept a proposal from any respondent

VI. Competitive Negotiation Solicitation

This section defines the proposal format to be used by respondents. All proposals shall be submitted in the format outlined herein. In preparing submissions, respondents should describe in detail the services proposed to be provided and how service delivery will be accomplished. Respondents should also identify equipment requirements and the cost of providing website design for each category identified. The minimum levels of services to be provided are describe in *Section IV - City of La Habra Heights Website Objectives*, of this RFP.

The City of La Habra Heights will receive competitive proposals from agencies having specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the firm that best meets the proposed needs at a reasonable price, not necessarily at the lowest price.

For consideration, proposals must contain descriptions of the firm's experience and abilities to perform pursuant to the *City of La Habra Heights Website Objectives*. Unless otherwise stated, all proposals shall address each criterion identified in the following subsection.

- A. **Selection Criteria.** The La Habra Heights City Manager, designee or committee of individuals selected by the City Manager shall review and evaluate all proposals and, if appropriate, request a preliminary concept for the design and navigation of the City's website. Evaluation of responses will be based, in part, on the following criteria:

1. Qualifications of respondent, including:
 - a. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
 - b. Recent experience in successfully performing similar services for other public agencies.
 - c. Background and experience of the specific individuals to be assigned to this project.
 - d. Standard hourly billing rates for the assigned staff, including any sub-consultants, sub-contracts, project rate or module design rate.
 - e. Experience in integrating online bill payments into website content.
 - f. Experience in making a website interactive, user-friendly, informative, and attractive to the website user.
 - g. Experience in content management website construction.
 - h. Experience in providing Human Resource services, where City Staff has the ability to extract needed applicant information and track the status of job applicants.
 - i. Demonstrated creativity in governmental website development.
2. Commitment to work with the City of La Habra Heights in addressing current and future needs with respect to website development, content, equipment and service requirements of City website.
3. Understanding of the work required by the City.
4. Completeness of responses to specific requirements of the solicitation.
5. Proposed approach in completing the work.
6. References of other governmental agencies and contact information.
7. Extent to which the design concept reflects the description of work noted in this RFP.
8. Proposed compensation and payment schedule tied to accomplishing key tasks.
9. New equipment or license requirements that may affect short-term and long-term costs to the City of La Habra Heights.
10. Vendor costs.

B. Evidence of Ability to Perform. Before the award of any contract, each respondent may be required to demonstrate to the satisfaction of the City, or the designated committee, that it has the necessary facilities, ability, and resources to provide the services specified herein. The City of La Habra Heights may make reasonable requests deemed necessary and proper to determine the scope-of-work, and the respondent shall furnish to the City of La Habra Heights all information for this purpose.

C. Proposal Format. Proposals shall be submitted in the format outlined on the following pages. Respondent should describe in detail the services proposed, how those services will be accomplished for each service component and specific details regarding module design, interactive features, thematic elements, interactive characteristics, and ADA compliance requirements. Identify the cost of providing each service category. If appropriate, include service level options. The respondent may include any relevant information, attachments, or exhibits to further elaborate on the proposal.

Tab No.	Information Item
I.	Vendor Contact - List the name, address, FAX number, email and voice phone number of the Vendor's authorized negotiator. Vendor's authorized negotiator shall be empowered to make binding commitments for the Vendor's firm.
II.	Vendor Profile - Provide a description of the company, the location of organization's headquarters, and a brief company history with the year the organization was formed and ownership structure.
III.	Vendor Staff - Submit a prospectus of company and a brief biography showing the qualifications of each individual who will work on the project. It is anticipated that the individuals listed will work on the project until completion unless the City agrees to prior approval for change.
IV.	Professional References - Provide a list of at least three (3) Vendor client references in which a minimum of 80% of the design/content was produced. References of local government or related agencies preferred. The reference list must include: <ul style="list-style-type: none"> • Client name, location, and website address. • Current contact person and phone number. • Description of services provided by Vendor to client.
V.	Format of Web Design - List the applications to be used in the design and construction of the site.
VI.	Sample Home Page - Provide a sample of home page for this site.
VII.	Site Map - Based upon the information in this RFP, provide a sample site map showing the number of levels envisioned.
VIII.	Project Schedule - Timeframe needs to be as detailed and as realistic as possible since it will be a part of the contractual agreement. The design and implementation can be broken into sections with different target dates.
IX.	Collection of Information - Statement showing how required information will be collected.
X.	Hosting - Explanation of secure web hosting capabilities and cost.
XI.	Cost - The bid should be broken by phases and types of work. The following cost information is required: <ul style="list-style-type: none"> • Total cost for the proposal.

	<ul style="list-style-type: none"> • Cost breakdown for training, hosting, and options listed under "Content" and "Design Components." • Cost for additional options not listed. • License cost for core functionality. • License cost for additional modules required to provide the functionality mentioned in this RFP. • Hourly rate for professional services, including task description. • Inclusion of website development/design where the use of subcontractors will be utilized. Name of the sub-contractor and work performed is required in proposal. • Your proposal should be formatted to allow the City to select any or all options.
XII.	<p>Technical/Software Information - Provide the following information as it relates to website development:</p> <ul style="list-style-type: none"> • Under what operating systems does the application software run? • What is the recommended server specification/configuration to run the application effectively? Include a diagram or layout chart to illustrate and identify where each software component will run. • Describe the system implementation. • What software language will be used? • List all supported network protocols. • How does the application meet federal ADA compliance requirements? Describe company's experience in making websites as accommodating as possible to disabled and visually impaired visitors. • Explain system's ability to integrate with third party portal products and identify any with which you have achieved successful integration. • Additional technical information and/or requirements for website. • Clearly list additional options available and the fee for each.
XIII.	<p>Training - Submit a plan to transition maintenance, system administration, page development, data transfer and updates to City staff. Include number of days needed for onsite/offsite training, with facility/equipment requirements needed to provide training.</p>
XIV.	<p>Submission Property of City - Proposals shall be prepared and submitted at the respondent's sole expense. All proposals will become the property of the City of La Habra Heights and will not be returned. There will be no public bid opening.</p>
XV.	<p>Reservation of Rights - The City reserves the right to negotiate mutually acceptable project-related conditions, including costs.</p>

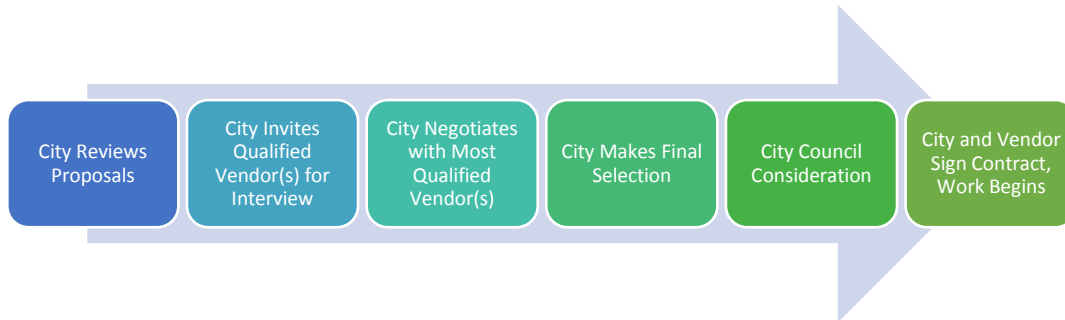
XVI.	Ownership - Provide agreement granting the City of La Habra Heights exclusive ownership and right to control, modify, and otherwise alter the look, interactivity, and content of the website. City agrees to not reproduce or otherwise duplicate the vendor's design for any other firm, business, or entity other than departments or divisions of the City of La Habra Heights.
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D. **Contract.** The selected vendor will be required to enter into a Professional Services Agreement (Attached) with the City of La Hara Heights which includes the City's standard Terms and Conditions including insurance requirements. The selected vendor will be required to include the submitted RFP as part of the scope of services and may not modify the RFP after its submittal to the City.

VII. Selection Process

Each proposal shall be reviewed and evaluated in detail to ensure that it meets the requirements of this Request for Proposal. Failure to meet the RFP’s requirements is cause for rejection. The top finalists may be required to make a presentation to the City.

The selection process may involve the following phases:



Phase 1: **City reviews proposals.** City Staff will review and evaluate whether proposal responses meet minimum criteria. Part of this process will include verification of references.

Phase 2: **City invites qualified vendor(s) for interview.** The City will invite qualified vendor(s) for an interview. Vendors in the Southern California region will be expected to provide an oral presentation in person at City Hall. Vendors outside of the Southern California region shall make arrangements in advance with the City to ensure that all technical aspects of the presentation will run smoothly.

Phase 3: **City negotiates with most qualified vendor(s).** The City will discuss final proposals after vendor negotiations that will assist in selecting a vendor. Even if there is only one qualified vendor that reaches this stage, there shall be no guarantee that the sole qualified vendor will be awarded the contract

- Phase 4: **City makes final selection.** Assuming that negotiations are successful, the City will make a final selection and recommend a vendor to City Council.
- Phase 5: **City Council consideration.** City Staff shall prepare a staff report which recommends a vendor for the project. At a City Council Meeting, the City Council shall evaluate the City's recommendation for the vendor of the project and vote upon it.
- Phase 6: **City and vendor sign contract, work begins.** If City Council approves the recommendation, the City shall award the professional agreement. Both the City and vendor will sign and execute the agreement. Work on the project will begin.

VIII. RFP Terms and Conditions

Specific terms and conditions for this RFP are listed below:

- This RFP does not obligate the City to award a contract, and the City reserves the right to cancel the solicitation if appropriate. The City reserves the right to negotiate the specific requirements and fees using the selected proposal as a basis. Late or incomplete proposals will not be considered. The City reserves the right to determine the completeness of all proposals.
- The City is not required to select the proposal that yields the lowest price or costs. The City may reject all proposals when, in its sole discretion and opinion, none of them meets the requirements or specifications of this RFP, the benefits derived will be less than anticipated or desired, or the rejection is in the best interest of the City. If all proposals are rejected, the City may or may not request additional proposals.
- In the event it becomes necessary to revise any part of this RFP, an addenda will be provided in writing to all vendors receiving the RFP from the City.
- Costs for developing responses to this RFP or for other costs incurred prior to the award of contract are entirely the responsibility of the vendor and shall not be chargeable to the City.
- An official authorized to bind the proposer to the proposal shall sign the proposal.
- Proposals must be valid for a minimum of 120 calendar days. The contents of the proposal and the RFP will become a contractual obligation.
- The City reserves the right to expand or diminish the scope of work subject to negotiation with the selected vendor.
- Proposer shall comply with all Federal, State, and local regulations governing all aspects of the project, including conflict of interest laws and regulations.
- The selected vendor shall defend, indemnify, save and hold harmless the City, its officers, agents, and employees, from any demands, claims, suits, damages, or actions that may be brought by third persons on account of bodily injury or death, personal injury, damage to property or personal interest, or violation of any law, regulation or ordinance, where the third person's loss, demand, claim, suit, damages, or action arises in whole or part out of any negligent or other act or omission of the contracting agency or its officers, employees, and agents, while performing the services agreed to save and except those actions arising out of the sole negligence of the City.

- The selected vendor shall be required to adhere to the provisions of the City's Professional Service Agreement, including providing the required proof of insurance coverages.
- The submitted RFP will become an Exhibit to the City's Professional Service Agreement (see attached) as part of the scope of services and cannot be modified in any way after the City has made its selection of vendor.
- The selected vendor shall not transfer the responsibility for any part of their contractual obligation without prior written approval of the City.

PROFESSIONAL SERVICES AGREEMENT
(City of La Habra Heights/*Name of Consultant*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of La Habra Heights, a California municipal corporation (“City”), and _____ *[enter consultant (company’s) name]* a _____ *[insert consultant’s state of incorporation]*, _____ *[enter consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company]* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s _____ *[enter consultant’s proposal date]* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s _____ *[insert date fee schedule submitted to City]* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: _____.
- 3.4 “Expiration Date”: _____.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ Dollars (\$_____, _____) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ ***[enter name of project administrator]*** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage,

independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:
City of La Habra Heights
1245 North Hacienda Road
La Habra Heights, CA 90631
Phone: (562) 694-6302
Fax: (562) 694-4410

If to Consultant:
Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Telephone: () ____-____
Facsimile: () ____-____

With courtesy copy to:

John Brown, City Attorney
Best Best & Krieger, LLP
2855 East Guasti Road, Suite 400
Ontario, CA 91761
Telephone: (909) 483-6640
Facsimile: (909) 944-1441

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term,

covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written

agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

19 **PREVAILING WAGE LAW**

- 19.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services under this Agreement are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of La Habra Heights

“Consultant”
Name of Company or Individual

By _____
Kyle Miller, Mayor

By: _____
Name, Level of Officer e.g.,

Date: _____

Date: _____

By: _____

Date: _____

Attest:

By _____
Shauna Clark, City Clerk

Date: _____

Approved as to form:

By _____
John Brown, City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
APPROVED FEE SCHEDULE