	Contract#
	7195

CONTRACT AUTHORIZATION FORM

COMPLETED BY DIVISION

GEN INFO	VENDOR NUMBER: 323372	VENDOR NAME : Socrata, Inc.
	CITY STAFF CONTACT PERSON (enter the name of the person to whom we should return the staff copy):	Jim Duncan
DEF	DIVISION#: 38	DIVISION NAME: Information Technology
MAIN	TITLE/SUMMARY DESCRIPTION OF CONTRACT: (BRIEF, 40 CHARACTERS OR LESS) **Open Data Renewal**	RETAINAGE ☐ Yes

CONTRACT TYPE: (select one)	☐ Professional/Contracted Services ☐ Graphic Artist/Printing ☐ Recreation & Special Events ☒ Web/Computer/Information Technology	☐ Public Works/Construction ☐ Land Use ((EIR Study, Transport/Plan, Develop) ☐ Intergov Cooperative Purchasing ☐ AR-Developer/Reimbursed
	☒ Check here if contract includes approved changes to the contract template. Please attach back up of authorization	
INSURANCE:	☐ Check here if contract includes approved changes to the insurance (including waivers, exemptions, or changes to coverage). Please attach back up of authorization	
CONTRACT DESCRIPTION: *Enter a detailed description of contract.*	Renewal of Open Data portal, which allows the City to publish various datasets which can be viewed by mobile apps or the general public.	

START DATE: 12/20/2014 __/__/__	COMPLETION DATE: 12/31/2015 __/__/__	COUNCIL MEETING DATE (OVER $25,000): __/__/__	CONTRACT AMOUNT: $ 15,983.00
MANAGER REVIEW:			
DIRECTOR APPROVAL:		APPROVAL DATE:	12/16/14

COMPLETED BY CITY CLERK

Insurance Type		POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	POLICY AMOUNT
General Liability	a			
Automobile	a			
Workers Comp	a			
Professional Liability	a			
Other	a			
	a			

Changes to Insurance Requirements OK:	Finance/Risk Management	Date: __/__/__
Contract Review: ☑ City Clerk ☐		Date: 12/16/14
Notes:		☐ Active

Version 7.0 – Jan 12   *Use the Contract Amendment Authorization Form for amendments or renewals*

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this 20th day of the month of December, 2014, 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 Socrata, Inc., 83 S King St, Suite 107, Seattle, WA 98104 (hereinafter referred to as the "CONTRACTOR"

A. The CITY proposes to contract for services as outlined below;

B The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services,

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

1 **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on December 31, 2015 unless extended in writing in advance by both parties.

3 **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed $15,983 00 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY

5. **CONTRACT ADMINISTRATION.**

5 1 **The CITY's Representative.** Unless otherwise designated in writing, Jim Duncan , shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. **Manager-in-Charge.** For the CONTRACTOR, Chief Financial Officer of Socrata, Inc. shall be in charge of the project on all matters relating

to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY

5 3 **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services   The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

6 1 **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination   In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2 **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all

other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's infringement of third party intellectual property rights in the performance of work hereunder or its negligence in complying with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **LIMITATION OF LIABILITY** IN NO EVENT WILL CONTRACTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF CONTRACTOR, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY EXCEED ANY FEES CUSTOMER PAID TO CONTRACTOR IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

9. **INSURANCE REQUIREMENTS.**

    9 1   The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

    9 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."

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

9 1.3 **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person

9.2. **Endorsements** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-·VII Each general liability insurance policy shall be endorsed with the specific language of Section 8.2 1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise

9.2.1 "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

9.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy

9.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

9.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY

9.2.5 The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

9.2.6 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

9.2 7 The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

9.2.8 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City

9 3. **Self Insured Retention/Deductibles** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements The amount of the SIR or deductible shall be

subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

9 4 **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

9 5 **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

10. **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

11. **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

11 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.

11.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees   The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

11.3 **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.

12   **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.

13.   **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.

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

15   **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.

16   **OWNERSHIP AND LICENSE.** CITY is granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the CONTRACTOR Service, defined in Exhibit A. The license is subject to these terms and does not include the right to (i) operate or use the Service on behalf of other entities or persons (e.g. operate as a service bureau) other than as may be approved by CONTRACTOR, (ii) modify or otherwise make any derivative uses of the Service, or any portion thereof, or (iii) use the Service other than for its intended purposes. The CITY shall use the Service in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Service other an as specifically authorized, without the prior written permission of CONTRACTOR, is strictly prohibited and may result in CONTRACTOR terminating this license. Except for the rights expressly granted to the CITY, CONTRACTOR retains all of its intellectual property rights in the Service and underlying software, and no rights, title or interest to the underlying software are transferred to the CITY

During the term of this Agreement, CITY grants CONTRACTOR and its affiliates a nonexclusive, royalty-free, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display CITY content on or in connection with the Service, for the provision of Services or to prove services to end users of CITY content. The CITY grants CONTRACTOR and its affiliates and sublicensees the right to display and use the CITY'S name, trademark, and/or

logos provided by the CITY ("CITY Marks") in connection with the CITY content and the Service   All goodwill associated with CONTRACTOR'S use of the CITY Marks shall inure to the benefit of the CITY.

17   **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth   The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY   The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

18.   **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216

Attention   Jim Duncan

CONTRACTOR.

Attention   Chief Financial Officer
Socrata, Inc.
83 S. King St. Suite 107
Seattle, WA 98104

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

20   **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties   Each party to this Agreement acknowledges that no representations, inducements,
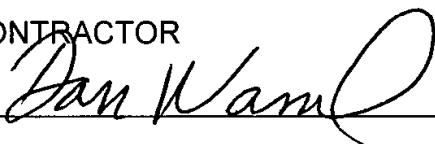
promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties

21   **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

22.   **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

23   **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party

IN WITNESS WHEREOF, the parties have executed this Agreement the 20th day of December, 2014.

CONTRACTOR

_____

CITY OF WEST HOLLYWOOD·

_____
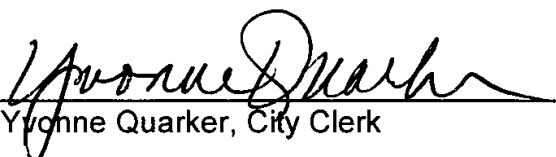Department Director

_____
Paul Arevalo, City Manager

ATTEST

_____
Yvonne Quarker, City Clerk

Exhibit A

Renewal Form For: City of West Hollywood

Customer Contact
Eugene
City of West Hollywood,
8300 Santa Monica Blvd
West Hollywood, CA, 90069
323.848.6399
etsipis@weho.org

Billing Contact
Socrata, Inc.
83 S. King St, Suite 107
Seattle, WA 98104
Phone: 206-340-8008
Fax: 206-452 2010
www.socrata.com

SKU	Description	Term	Price
SOC-OD-ODP	**Socrata Open Data Platform** Usage Limits: • 50 Datasets • Unlimited Views and Visualizations • Unlimited Users • Unlimited Open Data APIs • Native support for geospatial data • 6 premium APS's • 2 Microsites • Soapbox template • Sitewide Usage Analytics	12/30/14 12/31/15	Included
SOC-OB-OB	**Open Budget App (Co-term)**	5/15/15 12/31/15	Included
SOC-OD-GIS	**Open Data Connector for ArcGIS 10.x**	12/30/14 12/31/15	Included
SOC-SU-ODP-B	**Socrata Support** • Access to the Socrata knowledge base via the support portal • Access to the Socrata Community Portal • 8:00am to 5:00pm email and phone support • Four-hour response window during business hours	12/30/14 12/31/15	Included

Renewal Date. 12/20/14
All primary values quoted in USD.

Renewal Price: $15,983.00

Standard Conditions

1   By signing this Order Form, you are offering to purchase the products and services listed above. Your offer to purchase becomes a binding commitment upon acceptance by Socrata, and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata Products and Services descriptions can be viewed in Appendix 1

2. Socrata Standard Terms and Conditions apply, and may be viewed in Appendix 2.
3. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
4. Special conditions override standard conditions in the event of an inconsistency.

Special Conditions

1. Price for Open Budget Application 12/31/15 will be $6,000.
2. Renewal is to be returned no later than 12/20/14.

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Appendix 1: Socrata Products and Services Descriptions

Subscription Services

Socrata Open Data Portal
Applicable SKUs: Soc-ODP-B, Soc-ODP-Ex, Soc-ODP-Ent

The Socrata Open Data Portal enables government leaders to deliver on their transparency and digital government initiatives with unprecedented speed and costs savings. The Portal offers a complete software-as-a-service platform that unlocks the organization's data from its legacy silos and puts it into people's hands. It simplifies the entire data lifecycle, from capture and collection to distribution and consumption. Key Open Data Portal functionality includes:

- **Socrata DataSpace:** An elastic cloud-based data storage, indexing and retrieval service that simplifies data management and automatically optimizes access for a wide variety of data sources.

- **Socrata Data Publishing Services:** Easy-to-use tools for publishing and updating data from spreadsheets, file systems and transactional databases, including real-time automated publishing.

- **Socrata Data Discovery and Visualization:** Consumer friendly interfaces that make it easy to discover data, explore it online, visualize it with charts and maps, and share it with others.

- **Socrata Open Data API (SODA):** An open, standards-based API that automatically provides RESTful access and an expressive query language for every dataset.

- **Socrata Open Data Federation Services:** A game-changing technology that enables two or more organizations to exchange and aggregate their data, with one click.

- **Socrata Data Player:** A web widget that allows government agencies to embed live data, maps and charts on their agency websites.

- **Socrata Sitewide Analytics:** Real-time analytics on usage, distribution and traffic patterns for each dataset in the Open Data Portal.

- **Socrata Mondara:** Extends the open data experience to geospatial data that was previously only accessible to GIS experts. Mondara makes it easy for the other 99% of users to create rich online maps instantly, and use this valuable data to power location-based services.

- **Socrata API Foundry** a powerful wizard-based application that simplifies the creation, deployment and management of enterprise-class APIs for mission-critical cloud and mobile applications. It dynamically creates an API catalog featuring documentation, client code libraries, and an interactive test console for each API to help developers discover, explore, and start using your APIs right away It also includes enterprise-class capabilities for IT administrators to control fine-grained API access and security, management of application tokens, throttling, and API analytics to monitor trends and usage patterns in real-time.

- **Socrata Microsites:** This enterprise feature allows a parent organization in a large-scale deployment to provide branded microsites to its smaller city and county partners, on a shared open data portal. This shared services model supports the creation of regional data hubs, and allows multiple jurisdictions to pool their data for economies of scale and reach. Citizens benefit from a unified data access experience, while government participants enjoy greater collaboration and deeper insights. Microsite Limitations: Microsites share the capacity limits of the parent's site. Each Microsite has a limit of 50 datasets

Socrata Open Data Apps

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

<u>Applicable SKUs:</u> Soc-OD-311, Soc-OD-CB, Soc-OD-GIS, Soc-OD-EL, Soc-OD-HM, Soc-OD-DS
As a complementary solution to the Socrata Open Data Portal, Socrata also delivers Socrata Open Data Apps. These apps are ready-to-deploy consumer apps that are purpose built for specific high-value datasets.

- **Open 311 Explorer:** A ready-to-deploy app that extends 311 service request systems to the web and enables effective self-service for residents. This map-based explorer allows residents to check on their service request, visualize what's happening in their neighborhood, and compare service levels across city departments. This app takes 1 dataset, which is updated directly from the city's 311 system.

- **Open Checkbook Explorer:** A ready-to-deploy app that provides easy, intuitive ways for any user to explore and visualize their government's expenditures, by department, by type, and by vendor, for any given date range. The intuitive consumer-style user interface allows users to visualize trends, compare expenditures across departments, find total spend by vendor, and drill-down to the checkbook-level data. The same app can be repurposed for budget exploration.

- **ArcGIS Connect:** Easily Integrates maps from an Esri environment into the Open Data Portal in order to allow GIS professionals to leverage their existing assets and infrastructure, while giving citizens a unified open data experience. For use with ESRI ArcGIS 10.x

- **Open Elections Explorer:** A web and mobile application for disseminating and visualizing up-to-date election results, and ballot measures. The app also includes an interactive map for locating ballot drop boxes, with pertinent voter information. The app gives citizens an easy way to explore election results using interactive charts while offering the government organization a scalable system that streamlines frequent updates on web and mobile interfaces, as results are tabulated and counted, with no manual intervention.

- **Health Indicators Explorer:** A comprehensive health indicator data warehouse and interactive dashboard that brings together trend data on up to 200 health system measures from multiple data sources to provide a picture of the status of the health system. It allows analysts, practioners and members of the public to quickly view data on a given topic from multiple sources; Compare national metrics with regional and state level metrics; See trends over time; Compare data across variables such as income, race, age, and insurance coverage type; View data in both graphical and table format; Explore the data, create custom visualizations, download and access the data programmatically via open APIs.

- **Custom Data Experiences:** Through the use of Socrata's DataSlate, a data experience content and creation tool, we can create custom experiences to match your desired need. This drag-and-drop design tools allows us to create beautiful web and mobile information products for our clients that bring the citizen experience to the modern consumer era. Custom experiences can be scoped and delivered in a fast and cost effective way

Socrata API Foundry
<u>Applicable SKUs:</u> Soc-AF-S,
Socrata API Foundry offers data-rich organizations a powerful new way to modernize their data integration infrastructure, participate in the data economy, and support developer ecosystems around their data. API Foundry extends any enterprise system or data source with Application Programming Interfaces (APIs) that can be created and deployed in minutes to internal IT programmers, partner organizations, or external developer communities.

Socrata API Foundry includes powerful features that simplify the creation, deployment, and management of developer-ready APIs, including:
- A wizard-based application that allows a business analyst to create, customize, and deploy an API in minutes, from virtually any data source.
- Dynamic creation of an API catalog featuring documentation, client code libraries and an interactive test console for each API, to help developers discover, explore and start using your APIs right away
- Enterprise-class capabilities for IT administrators to control fine-grained API access and security, manage application tokens, and allocate API resources in real-time.

- Internet-scale SLAs to support API deployments for mission-critical web and mobile applications and other enterprise integration interfaces.
- API analytics to monitor trends and application usage patterns in real-time.

(API Foundry can be sold and deployed as a standalone product or seamlessly integrated into any Socrata product, including the Open Data Portal.)

Socrata Microsites
Applicable SKUs: Soc-OD-MS
This enterprise feature allows a parent organization in a large-scale deployment to provide branded microsites to its smaller city and county partners, on a shared open data portal. This shared services model supports the creation of regional data hubs, and allows multiple jurisdictions to pool their data for economies of scale and reach. Citizens benefit from a unified data access experience, while government participants enjoy greater collaboration and deeper insights.

Microsite Limitations:
- Microsites share the capacity limits of the parent's site.
- Each Microsite has a limit of 50 datasets

Professional Services and Support

Open Data Launch Packages
Applicable SKUs: Soc-PS-ODP-B, Soc-PS-ODP-S, Soc-PS-ODP-P, Soc-PS-ODP-C

The Socrata Client Services Methodology (CSM) will allow us to quickly and efficiently deploy your Open Data solution. As part of the CSM process the Socrata team will guide you from project kickoff and charter through to Go-live and launch. This service includes a Program Manager to lead the deployment, a Socrata Designer to work with you to design your Open Data Portal, and a Socrata Data Analyst will help you identify, transform, load, and visualize your data. The Socrata data analyst will help you curate your datasets for quality and will pay special attention to visual presentation and end consumer result. Weekly meetings will be run by the Socrata team throughout your deployment and up until your launch date, to assure success and deliver the anticipated results.

Specific deliverables of your open data launch include:

Open Data Launch Package- Basic, includes:
- Project charter
- (1) Kickoff call and up to (4) weekly meetings through launch date
- DNS and SSL setup
- Site skinning, styling, and CSS
- Custom header and footer
- Integration of "suggest a dataset" functionality
- Real-time integrated help connecter for support.socrata.com
- Administrative training
- Training on the upload of your first dataset via Socrata University
- Enrollment in Socrata University 101, and API 101 classes

- Total professional services hours not to exceed 50 hours in aggregate among Socrata staff.

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Glossary of Terms

Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:
- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls. .etc.)
- Datasets that are links to other web resources – referred to as "External Datasets"
- Datasets created by uploading non-data files (ZIP, PDF, etc.)
- Datasets created by uploading geospatial files including KML/KMZ, shapefiles. Each of these geospatial files may contain up to 5 layers.
- Datasets created as part of a microsite

The list above applies to any published dataset, whether shared publicly or privately

The following types of datasets do not count towards the plan's dataset limit:
- File attachments that are added to any published dataset
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.

Open Data API

Application Programming Interface (API) allows authorized computer programs to read and write data from the Socrata system over the Internet. A Socrata Open Data API is automatically created for every published dataset or view.

Premium API

Enterprise-class APIs, created in Socrata API Foundry, to provide scalable, reliable and secure data APIs to mission-critical cloud and mobile applications. Premium APIs can be customized, managed, throttled, and analyzed by Administrators. They also provide full API-specific documentation, client code for developers, an live API console, and an automatically generated API catalog.

Dashboard

An interactive web interface that groups multiple indicator and performance data on a screen. Dashboards show a graphical representation of the current status (snapshot) and historical trends of an organization's key performance indicators using charts and maps.

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Goals
Performance achievement targets that are set by the organization and are automatically measured in Socrata GovStat.

Active Form
A collection of input form fields that make up a data capture interface in Socrata DataCollect. Active Forms can be accessed by a user on the web or via a mobile device. Forms can be switched off and archived, in which case the data remains, but the form is no longer active.

Data Collection App
Active Forms and business logic can be grouped together and deployed as a Data Collection App in the field. The app allows the Customer to collect data in stages, validate the input at each stage, and apply rules-based logic to support a business process.

Form Submission
Form Submissions are success events that are triggered when a user completes a form, or a collection of forms that are bound to the same app and submits it to the central system. A Form Submission is registered only upon successful completion and capture of the data on the Socrata DataCollect Customer instance.

Usage Limitations	

Storage:	Unlimited
Bandwidth	5 TB
API Calls per Month	100M
Geocoding Requests per month	500,000

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Appendix 2: Socrata General Terms & Conditions

1. Definitions

The terms defined below or elsewhere in this Agreement will have their respective meanings when used in this Agreement.

"Confidential Information" means any information that a receiving party knows or has reason to know is confidential or propriety information of the disclosing party   However, Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party

"Customer" means the party signing the Order Form, including all employees, agents, representatives or contractors who use the Service on behalf of Customer

"Customer Content" means any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Customer has not designated as private.

"Order Form" means the order form to which these terms are attached, which describes the Services to be purchased by Customer and the prices therefor

"Private Customer Content" means Customer Content that Customer designates as private through the Socrata User Interface ("Socrata UI"). Private Customer Content will be treated as Confidential Information.

"Site" means the Customer web properties using the Socrata software applications under this Agreement.

"User" means any third party end user (who is not an employee, agent, representative or contractor of Customer) that accesses the Site.

"User Content" means any datasets, discussions, saved views and visualizations, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the Customer Content on a Site for which Socrata provides Services hereunder

2. Customer Password; Access to Private Customer Data

(a)   <u>Customer Passwords</u>. Customer agrees to (i) maintain the security of Customer's password or key provided by Socrata to access and load Customer Content on the Site; and (ii)

accept all risks of unauthorized access to the Customer Content or other information Customer provides to Socrata. Customer is responsible for all activity that occurs under Customer's account, and Customer should not share Customer's password with any third party

(b)   Private Customer Content Access. The Customer, using Socrata UI, will control access of Users to Private Customer Content.   The Services will restrict permissions to such Private Customer Content accordingly Socrata is not responsible for verifying the identities of anyone using log-in credentials to access the Private Customer Content, and shall have no liability for any unauthorized access.

3.   Fees; Payment

Customer agrees to pay the fees described in the Order Form during the term of this Agreement ("Service Fees")

Payment is due within forty five days (45) days of invoice. If Socrata has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Socrata with a valid tax exemption certificate authorized by the appropriate taxing authority If any charges are not received from Customer by the due date, then at Socrata's discretion, (a) such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.   Confidentiality

Each party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other party under this Agreement. The receiving party will protect Confidential Information of the disclosing party against any unauthorized use or disclosure to the same extent that the receiving party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information. The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing party   This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the receiving party 's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties, (b) any use or disclosure required by applicable law (e.g., pursuant to a government order, applicable securities laws or legal process), provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof (e.g., so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure), or (c) any use or disclosure made with the consent of the disclosing party

5.   Customer Content

(a)   <u>Customer Content</u>. Customer is solely responsible for all Customer Content and the use of the interactive areas of the Site by Customer   Customer agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in its datasets) any of the following:

     i.   Customer Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable,

     ii.   Customer Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U S Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;

     iii.   Customer Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party By posting any Customer Content, Customer represents and warrants that Customer has the lawful right to distribute and reproduce such Customer Content;

     iv   Customer Content that impersonates any person or entity or otherwise misrepresents Customer's affiliation with a person or entity;

     v   Customer Content that is subject to any export control laws or regulations;

     vi.   Unsolicited promotions, political campaigning, advertising or solicitations;

     vii.   Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

     viii.   Viruses, corrupted data or other harmful, disruptive or destructive files; or

     ix.   Customer Content that, in the sole judgment of Socrata, is objectionable or which may expose Socrata or the Users to any harm or liability of any type.

(b)   <u>No Liability for Content</u>. Socrata takes no responsibility and assumes no liability for any Customer Content or User Content posted, stored or uploaded on the Site or Services by Customer or any third party, or for any loss or damage thereto, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Customer and its end users may encounter Customer's reliance on any content that it obtains through use of the Site, the Site Applications and the Services is at Customer's own risk.

(c)   <u>Removal of Content; Violations</u>. Although Socrata has no obligation to screen, edit or monitor any of the Customer Content or other non-Socrata provided content posted on the Site or to the Services, SOCRATA RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR

UPLOADED TO THE SERVICES AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE CUSTOMER TO DO THE SAME, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Site, the Site Applications or the Services in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Customer's right to use the Site, the Site Applications and the Services.

6.   Support

Socrata will provide support to Customer in accordance with Socrata's general support services described at http.//support.socrata.com/home.

7.   Representations and Warranties

Customer represents and warrants that (a) Customer owns and controls all of the rights to the Customer Content or Customer otherwise has the right to post such Customer Content to the Site; (b) the Customer Content is accurate and not misleading; and (c) the use and posting of the Customer Content does not violate this Agreement and will not violate any rights of or cause injury to any person or entity   Customer acknowledges and agrees that Socrata may collect and analyze the data and data structures Customer or any User posts on the Site, whether private or public, and Customer's other activities on the Site in order to tailor the Services on Socrata to individual user needs and interests and make the Services the best possible user experience.

8.   Warranty Disclaimer

THE SITE, SITE APPLICATIONS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED SOCRATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE   WHILE SOCRATA WILL ATTEMPT TO MAKE CUSTOMER'S ACCESS AND USE OF THE SITE, SITE APPLICATIONS AND SERVICES SAFE, SOCRATA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE SOCRATA'S REASONABLE CONTROL.

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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   _____