

REQUEST FOR PROPOSALS

CLIMATE ACTION & ADAPTATION PLAN

CITY OF WEST HOLLYWOOD

Date Issued: April 16, 2019

Proposal Due: May 17, 2019



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Introduction

The City of West Hollywood has exhibited leadership in sustainability since the early 2000s, with its commitment to climate action and sound environmental policies such as its Green Building Program (adopted in 2007) and its [General Plan](#) and [Climate Action Plan](#) (both adopted in 2011). The Climate Action Plan (CAP) includes targets to reduce community greenhouse gas emissions (25% below the 2008 emission levels) by the year 2025. Per the [2017 CAP Annual Report](#), West Hollywood has reduced greenhouse gas emissions by 17% and has implemented 75% of its prescribed CAP measures.

Since then, a variety of plans, policies, and programs have been developed to further reduce greenhouse gas emissions, including:

- [Go Solar West Hollywood](#) (2017) – provides a free service to residents and businesses looking to procure solar.
- [Pedestrian and Bike Mobility Plan](#) (2017) – updates the vision for pedestrian and bicycle mobility in the City by identifying priority capital projects for improvements
- [Clean Power Alliance](#) (2017) – allows the City and the community to source up to 100% clean, renewable energy to power their homes, businesses, and facilities.
- [Energy Efficiency in Municipal Structures](#) (2018) – outlines recent and upcoming energy efficiency improvements to the City’s municipal structures.
- [EV Charge Up West Hollywood](#) (2018) – establishes minimum thresholds for EV charging readiness in new construction beyond State code requirements
- [Transportation Demand Management Ordinance](#) (2018) – supports GHG reduction goals through alternative transportation options
- [Green Building Program Update](#) (2019) – updates the City’s landmark environmental policy to reflect advancements in the green building industry.

Since the adoption of the CAP, the West Hollywood City Council has directed city staff to explore establishing a carbon neutrality goal for the City. In 2017, the City completed a preliminary analysis on the potential for carbon neutrality in West Hollywood. This preliminary analysis can be found at: <https://bit.ly/2EZmDAat>. While the City’s physical and infrastructural makeup constrains its ability to achieve full carbon neutrality across every major sector of the environment - energy, water, waste, transportation, and buildings—West Hollywood is still well-positioned to more aggressively advance in its commitment to reducing its impact on climate change.

The City of West Hollywood is seeking a consultant team to work with staff, community members, businesses, regional agencies and other experts to develop a comprehensive, robust and innovative Climate Action and Adaptation Plan (CAAP) that will:

- Clearly explain the community’s climate challenges and opportunities, and describe the trade-offs and choices to be made in pursuing more ambitious climate and GHG reduction goals;
- Serve as a mechanism to further integrate the City’s existing and developing sustainability initiatives, strategies and plans with the community’s goals;
- Demonstrate how the city will adapt and improve its resilience to current and future climate hazards;
- Establish a set of cohesive sustainability strategies, implementation measures, and metrics for measuring progress in West Hollywood, and;
- Outline the wider social, environmental, and economic benefits derived from plan implementation, and improve distribution of these benefits throughout the city’s population

Scope of Work

The core product from this initiative will be a Climate Action and Adaptation Plan (CAAP) for the City of West Hollywood with a vision that is bold, transformative and engaging, and capable of achieving deep emissions reductions. The CAAP should establish an aspirational, yet achievable guide path (in 5-year or 10-year increments) that realizes aggressive reduction goals by 2045 with a strong emphasis on actions for measurable carbon reductions from all key sectors within the scope or influence of local government. It should evaluate the City's vulnerability to climate-related impacts and provide adaptation measures that build resilience to current and future climate threats. It is also a City priority to integrate equity throughout the development of the CAAP to ensure the mitigation and adaptation measures developed from this effort provide equitable benefits and do not cause any disproportional costs to different areas or populations of the City. The final plan should be in a format that is visually-stunning, yet easy to understand, and can easily be translated to a variety of media for different audiences.

Task 1: Background Review & Goals

The consultant will meet with City staff to discuss project goals and objectives, confirm the project schedule, and identify existing documents, data, policies, and initiatives relevant to the CAAP.

Deliverables:

- 1) Meeting Minutes, adjusted project schedule, and final list of existing documents/data to review

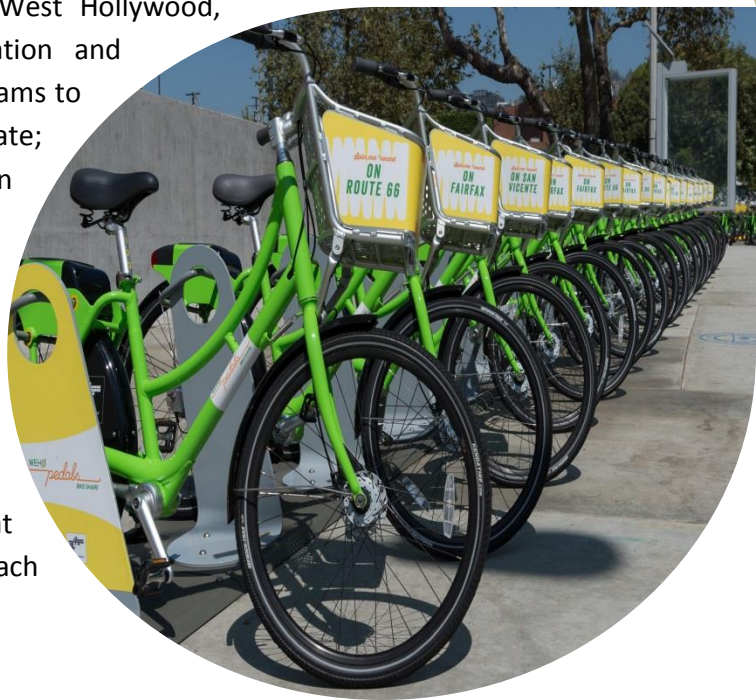
Meetings:

- 1) Project kick-off meeting

Task 2: Assessment of Existing Policies, Programs, & Best Practices

The consultant will conduct extensive research in a number of areas to inform subsequent phases of the work. These areas include 1) researching best practices from cities similar in size, scale, and physical context as West Hollywood, including successful climate action plans, effective mitigation and adaptation measures, financing mechanisms and funding programs to support implementation, other resources and tools as appropriate;

2) assessing the applicability of existing climate action frameworks such as C40 Cities: Urban Climate Action Impact Framework and CNCA: Long-Term Deep Carbon Reduction Planning to this effort, 3) reviewing existing City codes, policies, programs, recent City Council commitments to advancing climate action, and current City Council directives that offer the potential for reducing GHG emissions or adapting to climate change, and; 4) providing an expedited comparison of existing GHG inventory protocols and tools that identifies the scopes and the emissions sources covered in each



and investigates the availability of data needed for them to be undertaken. The City prefers a GHG inventory protocol that is compatible with the SEEC ClearPath California platform and aligns with CDP Cities and the Compact of Mayors.

Deliverables:

- 1) Memo summarizing best practices research and climate action framework analysis, findings from existing program and policy review, and a recommended protocol to use for the GHG inventory

Meetings:

- 1) Meeting with City staff to discuss findings from Task 2

Task 3: Stakeholder Engagement

The consultant will facilitate a stakeholder engagement process to gain input from City stakeholders and representatives from the West Hollywood community through a series of meetings. The process must be data-driven, creative, collaborative, flexible, and inclusive. Significant care and attention should be given to the format and outcome of this task to foster stakeholder buy-in and consensus. Staff will identify members for two stakeholder groups, as outlined below:

City Staff Working Group: The purpose of this group will be to provide feedback on current operational procedures influencing the City's GHG emissions reduction, the potential areas for improvement as well as new opportunities to shape and implement climate policy with their roles. Information from this group will also help set the stage for outreach with the External Stakeholder Working Group and the public at large. The group will include members of Facilities & Recreation Services, Building & Safety, Current Planning & Historic Preservation, Long-Range Planning, Engineering, Public Safety, Business Development Services, Innovation, Code Compliance, Strategic Initiatives, Social Services, Rent Stabilization & Housing, the City Manager's Office, and others as appropriate.

External Stakeholder Working Group: The purpose of this group will be to engage local community representatives and collect input on topics relevant to the CAAP. At minimum, this group will contain members of the development, design, environmental advocacy, energy efficiency, residents, and business communities. Topics should include, but are not limited to:

- Assessing the group's knowledge of and current attitude toward climate change
- Informing the group of potential options for climate mitigation and adaptation in West Hollywood and gathering their feedback
- Collecting information on the best methods of communicating the CAAP and its benefits to the community
- Presenting options on potential actions by the community to assist with CAAP implementation and promote behavior change

In addition to these series of meetings, the consultant will work with City staff to raise awareness about and solicit input on the CAAP through a variety of at-large community outreach efforts such as surveys, pop-ups, info sessions, project webpage updates, social media campaigns, neighborhood meetings, coordination with other city projects and events, etc. These efforts should consider ways to gather input from different populations and areas within West Hollywood.

Deliverables:

- 1) PowerPoint presentations, agendas, meeting minutes for each Working Group meeting
- 2) Community Outreach Strategy, outlining key milestones throughout the project for input and feedback from the community at-large

Meetings:

- 1) Up to five (5) City Staff Working Group meetings
- 2) Up to five (5) External Stakeholder Working Group meetings
- 3) Additional engagements as identified in Community Outreach Strategy

Task 4: Greenhouse Gas Emissions Inventory

The consultant will conduct an updated baseline GHG inventory and re-inventory previous years to be consistent with current methodology in order to display emissions trends over time (gross and per capita). The inventory will include both the community emissions as well as the emissions of the municipal government operations. The community inventory will utilize the Transportation Demand Forecast Model completed by the City. If necessary, the consultant will explore the potential for developing a geographic distribution of emissions and emissions metrics across different areas in the City to inform whether parts of West Hollywood contribute more to GHG emissions than others.

Deliverables:

- 1) GHG 2018 Baseline
- 2) Historic GHG Trends Analysis in Gross and Per Capita, by Household, by Sector, and by Geographic Area

Task 5: Future Emissions Scenarios and Wedge Analysis

The consultant will develop a business-as-usual emissions scenario that assesses community emissions and emissions from municipal government operations through 2045. This process will be based on land use projections provided by the City and the City's existing measures, plans, programs, and policies considered in Task 2. It should be consistent with policies, measures, and actions taken at the Federal and State level and be prepared using SEEC ClearPath California. The wedge analysis should include different emission sources (wedges) such as stationary energy, grid energy, transportation and land use, water and wastewater, waste, urban natural resources (e.g. tree canopy, vegetative space, etc.), as well as into the different emissions scopes (scope 1, 2, and possibly 3) as defined by the selected



GHG protocol. The consultant should evaluate several future emissions scenarios as applicable to assist the City in selecting the appropriate GHG reduction target. GHG emissions will be broken down to the highest level of granularity possible given the available data.

Deliverables:

- 1) Up to Four (4) GHG Emissions Scenarios and Wedge Analysis
 - i. Business as Usual
 - ii. Carbon Neutrality by 2045 (California Executive Order B-55-18)
 - iii. Two Additional Scenarios as determined
- 2) Materials for public meetings such as presentation slide deck and edits to staff reports

Meeting:

- 1) Meeting with City staff to discuss findings from Tasks 3 and 4
- 2) Attendance at City Council meeting to present findings

Task 6: Emission Reduction Measures

Based on research and feedback from previous tasks, the consultant will identify a range of measures for mitigating both community and municipal emissions through 2045. These measures will integrate relevant existing City plans, programs, and policies, successful best practices research from other cities performed in Task 2, potential mitigation opportunities identified by the City's recent STAR Communities Certification effort, and stakeholder feedback. The consultant will evaluate the potential future impact of each measure on reducing GHG emissions, including the associated fiscal benefits, financial costs, and returns on investment (ROI). The consultant will also identify any potential co-benefits such as the impact on air quality, water quality, public health, economic development, employment opportunities, reduced urban heat island, etc. The costs of not implementing these measures will also be calculated based on the business-as-usual scenario.

Deliverables:

- 1) Sector-based Mitigation Measures for Community and Municipal Operations
- 2) Analysis of:
 - a. Financial costs of mitigation measures
 - b. Fiscal benefit of mitigation measures, including cost avoidance
- 3) Identification of co-benefits of mitigation measures

Task 7: Vulnerability Assessment & Adaptation Measures

The adaptation process aims to identify measures for preparing the community for the unavoidable impacts of climate change through 2045. The consultant will provide a vulnerability assessment of the risks that West Hollywood is likely to face as the impacts of climate change become more severe. The risks evaluated should include drought, extreme heat, precipitation, air quality, Santa Ana winds, wildfires, and any indirect effects of sea level rise in nearby coastal communities (e.g.



population migration). The consultant will develop and prioritize adaptation measures for each identified risk based on level of severity (low-risk, medium-risk, and high-risk). This effort should include both community adaptation measures as well as those for municipal government operations and calculate the costs, benefits, co-benefits, and benefits of non-implementation for each measure similar to Task 6. The analysis will also address any disproportional impacts that climate change may have on vulnerable populations across the City (e.g., seniors, children, low-income, persons with disabilities, etc.).

Deliverables:

- 1) A Vulnerability Assessment & Adaptation Measures

Meetings:

- 1) Meeting with City staff to discuss findings from Tasks 6 and 7

Task 8: Implementation Plan

The consultant will develop an implementation plan for the selected mitigation and adaptation measures. The Implementation Plan will identify lead agencies, partner organizations, costs, timeframe, funding mechanisms, and co-benefits.

Deliverables:

- 1) Implementation Plan for Municipal & Community Mitigation & Adaptation Measures
 - a. Identified Lead agencies and partners
 - b. Implementation Costs
 - c. Timeframe
 - d. Funding mechanisms

Meetings:

- 1) Correspondence as necessary with City staff to discuss and complete task deliverables

Task 9: Climate Action and Adaptation Plan

The consultant will synthesize the research, analysis, and feedback from previous tasks and finalize findings into a comprehensive Climate Action and Adaptation Plan. The CAAP will address both community emissions and emissions from municipal government operations and will include a description of the process, emissions baseline, future scenarios, emissions reduction target, selected mitigation and adaptation strategies, and an implementation plan for each. It will be written in simple language with infographics and graphically well-designed. The City will require up to 30 days for review and comment of the draft plan.

Deliverables:

- 1) Draft Climate Action and Adaptation Plan
- 2) Final Climate Action and Adaptation Plan
- 3) Materials for public meetings such as presentation slide deck and edits to staff reports

Meetings:

- 1) Attendance at City Council meeting to present Final CAAP

Task 10: CEQA Analysis

The CAAP will be subject to environmental review under California Environmental Quality Act (CEQA). The project budget assumes preparation of Negative Declaration/Mitigated Negative Declaration. The consultant will be responsible for preparing all CEQA documents required for the plan and administering all required CEQA noticing and postings. Similar to the existing Climate Action Plan, the CAAP will serve as an implementation measure to the City's General Plan.

Deliverables:

- 1) CEQA Compliance Submittal

Task 11: Progress Monitoring & Reporting

The consultant will work with City staff to develop a system for tracking and reporting on the CAAP's progress over time. Any process proposed should build upon the City's excel-based Climate Action Plan Implementation and Monitoring Tool, but primarily utilize SEEC ClearPath California platform and the City's existing open data platform (Socrata) to input, evaluate, and monitor progress, as appropriate. The consultant will assist City staff to ensure relevant data is inputted correctly in the SEEC ClearPath California platform and develop a template for annual reporting that can easily be translated into a variety of media. The design of this template can be combined with the efforts of Task 12: Marketing & Communications Plan.

Deliverables:

- 2) SEEC ClearPath Platform populated with West Hollywood data
- 3) Versatile template for annual reporting of the CAAP progress

Meetings:

- 2) Correspondence as necessary with City staff to discuss and complete task deliverables

Task 12: Marketing & Communications Plan

The consultant will work with staff to develop a marketing and communications plan that ensures effective community messaging as to the CAAP's purpose, process, and outcomes. The plan should aim to improve the public's understanding of climate change and how individual actions affect GHG emissions, as well as garner participation and support for mitigation and adaptation measures through a community action toolkit. The plan should consider simple metrics that can be communicated to the public in a meaningful way such as emissions per capita or emissions per household. It should also detail specific communication strategies and tactics, intended audiences, cost, and timeline, establish metrics for measuring engagement success, and develop content and design templates for multiple forms of communication media for the CAAP (brochures, fact sheets, social media, infographics, presentation layouts, city website, etc.). All public



facing materials should be formatted and branded in a manner that is consistent with the City of West Hollywood’s Communications Department.

Deliverables:

- 1) A Comprehensive Marketing & Communications Plan
- 2) Community Action Toolkit

Meetings:

- 1) Correspondence as necessary with City staff to discuss and complete task deliverables

Timeline

The schedule for the requested scope of work is eighteen (18) months. The timeline reflects that some tasks may or can begin prior to the completion of previous tasks.

RFP Process Schedule

RFP Schedule & Deadlines	Date
RFP Released	April 16, 2019
RFP Questions Due	May 1, 2019
City Responses Posted	May 3, 2019
RFP Proposals Due	May 17, 2019
Consultant Interviews & Selection	June 2019
Project Kick-Off	August 2019

Budget

The City anticipates entering into an agreement with the selected firm(s) based on the negotiated scope of work and fee not to exceed \$200,000. This fee includes all travel costs, materials, and printing costs associated with the project.

City Data & Resources

The following items will be provided to the Consultant by the City of West Hollywood for use in preparing the required materials:

Name	Link
General Plan 2035	http://www.weho.org/city-hall/city-departments/community-development/general-plan-2035
Climate Action Plan + Annual Reports	https://www.weho.org/city-government/city-departments/planning-and-development-services/long-range-and-mobility-planning/completed-plans-studies/climate-action-plan
West Hollywood Zoning Code	http://qcode.us/codes/westhollywood/
Resident Go Green	http://www.weho.org/residents/go-green
EV Charging Readiness	https://www.weho.org/city-government/city-departments/planning-and-development-services/building-and-safety/ev-charge-up-west-hollywood
Green Building Program	http://www.weho.org/city-hall/city-departments/community-development/building-and-safety/green-building-program
Resident Go Green	http://www.weho.org/residents/go-green
Clean Power Alliance	https://www.weho.org/cleanpoweralliance
Property Assessed Clean Energy Program (PACE)	https://www.weho.org/pace
Sustainable Business Practices	https://www.weho.org/business/sustainable-business-practices

City Project Team

The City's Senior Sustainability Planner (SSP) will serve as the project lead and main liaison to City departments and divisions, community members, city commissions, City Council, and other stakeholders as appropriate. The SSP will work directly with the consultant to confirm the selection and participation of stakeholders for this project and coordinate venues for public engagements and meetings with internal staff.

Participating City Divisions may include: Facilities & Recreation Services, Building & Safety, Current Planning & Historic Preservation, Long-Range Planning, Engineering, Public Safety, Business Development Services, Innovation, Code Compliance, Strategic Initiatives, Social Services, Rent Stabilization & Housing, and the City Manager's Office.



Consultant Selection Process

The following section outlines the submission requirements and selection process.

Proposal Questions

There will be no pre-bid meeting for this proposal. Any questions regarding this RFP should be sent in PlanetBids by **5pm on May 1, 2019**. All submitted questions and responses will be posted on the City website www.weho.org and PlanetBids after the close of the question period on **May 3, 2019**. A special link for the RFP will be on the City Clerk's web page. No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.

Proposal Submission

The proposer should submit by email **one (1) digital copy** of the submission on PlanetBids (<https://bit.ly/2OLUikx>) no later than **Friday, May 17, 2019 at 5:00pm**. Proposals received after this time and date shall be disqualified and unopened. Postmarks will not be accepted as proof of receipt. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered.

The Consultant is solely responsible for "on-time" submission of their electronic proposal. Response File via PlanetBids through the following link: (<https://bit.ly/2OLUikx>) The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the PlanetBids Bid Management System, indicating that proposal was submitted successfully. Consultant shall be solely responsible for informing itself with respect to proper utilization of bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the consultant to successfully submit an electronic proposal shall be at the Consultant's sole risk and no relief will be given for late and/or improperly submitted proposals. Consultants experiencing any technical difficulties with the proposed submission process may contact PlanetBids at 818.992.1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the submission deadline.



Proposal Submission Requirements

Proposals must be clear, succinct, and not exceed fifty (50) pages. All submittals must include the following:

1) Cover Letter: Summarize why the Consultant is the best firm to complete the scope of work.

2) Firm Qualifications & Experience: Provide a brief overview of the firm(s) performing environmental services, their qualifications in working with various municipal departments, commissions, election officials, and community members, and a description of any special services, expertise, or abilities that the firm(s) can utilize in the performance of the services described herein. Specifically describe experience related to:

- Innovative sustainability plan development
- Climate action, adaptation, & resilience planning, with a carbon neutrality focus
- GHG inventory analysis and development
- Energy, water, waste, and mobility policy;
- Indicators/metrics development, data collection, analysis, and visualization
- Equity, Inclusion, & Community health
- Knowledge of CEQA, California climate regulations & incentives, the federal climate policy landscape, Paris Accord and other global commitments, and other related policy regulations
- Municipal finance structures including revolving loans, carbon or mitigation funds, green banks, grants, etc.
- Authentic and creative stakeholder engagement
- Meaningful collaborations and partnerships
- Environmental and social message development and marketing
- Geographic Information Systems mapping

Provide references for up to three (3) relevant projects, preferably for projects that are similar in type, scope, and/or budget to the work sought by this RFP. If applicable, applicant should provide references for projects with other municipalities that are similar in size and environmental leadership to the City of West Hollywood. For each reference, include the name, address and telephone number of a contact person.



Provide a certificate of insurance showing evidence that the Respondent's insurance coverage meets or exceeds the City's Insurance provisions in its Professional Services Contract (Attachment A).

3) Project Leadership & Team: Designate the individual who will be the primary point person with City staff and oversee the scope of work. Describe the Project Leader's qualifications, outline their primary responsibilities, and provide up to three (3) examples of relevant projects of similar scope and size that demonstrate the Project Leader's ability to successfully oversee projects that are completed on time and within the budget. If applicable, state the intention to use subcontractors to perform any portion of the work sought by this RFP and provide an organization chart that identifies the key members of the project, their firm, title, and assigned role within the project team. Briefly summarize the major responsibilities of each team member and the primary tasks they will be working on. Include resumes for all team members that highlight relevant projects and qualifications to complete the tasks assigned.

4) Approach and Work Plan: Provide a written a narrative describing the Consultant team's approach and work plan for completing the scope of work. On a per task basis, the narrative should identify the designated team member(s) responsible for completing the work, deliverables, number of meetings and number of staff to attend meetings, and the timeframe for completion.

5) Fees: Submit a fee proposal for the Scope of Work that outlines the number of hours and fee associated with each task (and subtask), and provide a list of hourly rates for all team members.

Evaluation Criteria

Submitted proposals shall be evaluated using the following key criteria:

Criteria	Maximum Points
Firm Experience and References: Demonstrated ability to deliver high quality, innovative work for relevant projects of similar complexity	30
Project Understanding: Clarity, creativity, and completeness of approach and proposed work plan; Transparency on ability to adhere to the desired project timeline	25
Project Team Qualifications: Team member skills and	20

experience align with project needs; Demonstrated ability to work well with community groups, various municipal departments, and City staff	
Project Structure and Budget: Cost effectiveness & value of each task	15
Familiarity: Knowledge of West Hollywood, its community, and its relationship to the region	5
Willingness to conform to City's contractual template	5
Total Points	100

The highest ranking firm(s) may be asked to come in for an interview. After a consultant is selected, the Long Range Planning Manager or designee will initiate final contract negotiation. The City anticipates entering into an agreement with the selected firm based on the negotiated fee and negotiated scope of work. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another firm.

6) Exceptions, RFP, Contract & Insurance: Identify any exceptions the contractor takes to the City's RFP, or declare that there are no exceptions taken to the RFP. The City maintains various policies related to contractual service providers. Among these are anti-discrimination, a living wage, and equal benefits policy. In submitting proposals, indicate whether or not the consultant is prepared to comply with City ordinances and policies. Affirm that the consultant has reviewed the City's Professional Services Agreement (Attachment A) and list any proposed changes to the boiler plate contract language. Receiving the proposed changes ahead of time will speed up the process contracting process if selected. For the duration of the contract, respondents shall procure and maintain insurance as described in the City's Professional Services Agreement. The cost of such insurance shall be borne by the consultant.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment A – Professional Services Contract

This Agreement is made on this ___th day of _____, 2019, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the “CITY”) and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20___ unless extended in writing in advance by both parties.
 - 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY’s satisfaction, in accordance with the schedule incorporated in “Exhibit A,” unless extended in writing by the CITY.
 - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in “Exhibit A.” Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY’s satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 - 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY’s Representative.** Unless otherwise designated in writing, _____ 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, _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a

single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. **INSURANCE REQUIREMENTS.**

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

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of

Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
 - 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be

filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

16. **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.

17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

18. **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.

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

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

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

Attention: _____

CONTRACTOR:
 Organization Name
 Street Address, City State ZIP

Attention: _____

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

21. **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.

22. **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.

23. **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.

24. **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 ____ day of _____, 20____.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

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

Scope of Services:

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

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

Special Payment Terms:

NONE

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
EXHIBIT B**

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

TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation
with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____



City of West Hollywood
California 1984

